

# Terms and Conditions TicketX

## 1. Definitions

In these terms and conditions the following terms stand for:

- **L.A. Entertainment**, which offers its ticket service under the name "TicketX", hereinafter TicketX, located at the Dr Cuyperslaan 120, 5623BD Eindhoven, The Netherlands.

- **Client**: The party acting in the exercise of a profession or business in the capacity as user of the services or goods provided by TicketX.

- **Ticketservice**: The (online) system, created by TicketX, used for the acquisition, handling, processing, and settlement of Tickets, including updates of this system;

- **Agreement**: The agreement that is made between the Client and TicketX relating to the use of the Ticketservice;

- **Ticket(s)**: the ticket to an event organised by or on behalf of the Client that is sold to the User by the Client;

- **User**: the natural person or company that buys the Ticket from the Client for an event that is organised by or on behalf of the Client by using the Ticketservice.

## 2. Applicability

2.1 These general terms and conditions apply to all offers and all agreements between TicketX and a Client, as long as deviations are not explicitly agreed on (in writing).

2.2 These general terms and conditions also apply to all agreements with TicketX, for which third parties by or on behalf of TicketX must to be involved.

## 3. Pre-contractual phase

3.1 All quotations made by TicketX or any offer made in a different manner is valid for a maximum period of 30 days. After that period, the other party can make no appeal to neither quotations nor offers. TicketX cannot be made held to its quotation or offer by the other party in the case that the other party knew of or should have known of an obvious mistake or error in part of/the whole of the quotation or offer.

## 4. Ticketservice

4.1 TicketX offers the Client the possibility to make use of the Ticketservice for the sale of Tickets, in the broadest sense, to Users for events that are to be organised by the Client, in the broadest sense.

4.2 TicketX grants the Client access to the use of the Ticketservice in the case and to the extent that this is necessary for the execution of the obligations included in the Agreement.

4.3 The Ticketservice is – partly for the purposes of maximizing the sale of Tickets – managed, maintained, and repaired if necessary in accordance with the requirements of good workmanship by TicketX and on the costs of TicketX.

4.4 TicketX makes available to the Client where appropriate - of their own accord and if reasonably possible under the same terms - new versions of the Ticketservice.

4.5 Sale and purchase of the Ticket proceeds via the Ticketservice, in which the User acts as buyer and the Client as seller of the Ticket. TicketX is explicitly not a party in this transaction. Therefore there is no agreement between TicketX and a User.

## **5. Payments Tickets**

5.1 Notwithstanding article 4.5, all payments by the User in relation to the sale of Tickets are to go through the Ticketservice – on the ground of an authorization by the Client to TicketX as stated in the Agreement – to the bank account of TicketX.

5.2 The payments made by Users and received by TicketX as referred to in Article 5.1 are to be transferred weekly, after the deduction of the compensation agreed upon with the Client as referred to in Article 6 of these terms and conditions, into a (bank) account that is to be indicated by the Client.

5.3 The Client guarantees that the legal relationship between the Client and the User expressly authorizes that TicketX can and may receive payments of Users through the bank account of TicketX in regarding to Tickets. The client has the responsibility to inform a (potential) User in a lawful and adequate manner of the manner in which – through the Ticketservice and TicketX – the User makes payments to the Client, without resulting in any contractual relationship between TicketX and the User.

## **6. Rates and Payment**

6.1 TicketX charges the Client the following costs:

- Costs per ticket sold through the Ticketservice (€ 0,75 + 2,5% of the ticket price, excluding VAT);
- charges for any additional services.

6.2 The rates for additional services are to be determined with the Client in the Agreement.

6.3 Rates are always excluding sales tax unless it is explicitly indicated otherwise; and, in particular, rates are explicitly excluding sales tax (VAT) when in regard to the use of i.e. hardware and other services of TicketX, as well as any additional costs, even if this concerns unexpected costs.

6.4 TicketX retains the right make any interim adjustment of rates – if there is reason to. The Client agrees in advance to a reasonable adjustment of rates.

6.5 No costs from a cost-raising event that possibly occurs within the time of the relationship between the Client and the User can be charged to TicketX.

6.6 The payment of rates that the Client is charged by TicketX to is to be made in the manner as referred to in article 5.2 of these general terms and conditions. When it is impossible to make a whole or partial payment, then TicketX will notify the Client of this. The Client is then obliged to pay the outstanding amount of charges immediately.

6.7 The rates charged are expressly owed to TicketX if the Client, for whatever reason, decides to fully or partially refund the User.

6.8 TicketX retains the right to produce tickets without cost for the event for the monitoring of the activities, as long as the maximum number of tickets sold is not exceeded. A maximum of 10 (say ten) tickets per event are reserved for this purpose.

6.9 When a Client uses the Ticketservice for a free event, the client forfeits any rights of service and support for said event.

## **7. Reporting**

7.1 TicketX has the obligation to the Client to provide insight on request regarding the volume and status of the sale of Tickets between the User and the Client.

7.2 TicketX provides insight on request in every individual transaction between the User and the Client.

7.3 Any invoices, reports, notices, and other communication is to be done digitally, via email and/or publication on a protected or unprotected part of the TicketX website.

## **8. Privacy and personal data**

8.1 The client has the obligation to inform the User of the rules regarding the processing of personal data and privacy in the broadest sense of the terms.

8.2 TicketX is required to make the personal data and preferences of the User available to the Client, in so far as given permission to by the user under the rules regarding for this.

## **9. Provision (company) information**

9.1 The Client is obligated to make available to TicketX all information that is necessary, in the opinion of TicketX, to carry out the order and to the optimal functioning of the Ticketservice in a way that is to be indicated by TicketX.

## **10. Intellectual property**

10.1 Both TicketX as well as the Client retain all intellectual property rights of the works that they bring in and/or are used and/or are made available in the regard to the fulfilment of the agreement. Unless otherwise agreed upon in writing between the parties, no transfer of intellectual property is made based on these terms and conditions or on the terms of the Agreement.

## **11. Disclaimer**

11.1 The Client indemnifies TicketX for claims of third parties for damages caused by the incorrect or incomplete provision of information by the Client.

11.2 The Client indemnifies TicketX upon the first request if TicketX is addressed, in whatever form, by or on behalf of a User in regards to the content and/or adequate/inadequate fulfilment of the Agreement(s) between the Client and the User, i.e. in the case of cancellations, as well as the cancellation related communication between the Client and the User, as well as any other form of non-compliance and/or unlawful acts of the Client towards the User.

11.3 TicketX is entitled to recover all-in- and out of court costs related to legal and/or financial disputes between the User and the Client from the Client.

## **12. Liability**

12.1 Parties are only liable to the extent of the Agreement or to the extent stipulated in these terms and conditions.

12.2 TicketX shall only be liable by reason of an attributable failure of the fulfilment of the Agreement if the Client gives TicketX a notice of default in writing as soon as possible, wherein stating a reasonable term for the breach to be remedied and an attributable failure on the part of TicketX to meet its obligations continues to apply after the term referred to has ended. This does not affect the rights of the Client referred to in article 13.1.

12.3 TicketX is not liable for damages of the Client, in whatever form, due to refunds and/or complaints – for whatever reason – of Users. The direct or indirect damages stemming from this are to be borne by the Client. TicketX is entitled to charge the Client for refunds and/or complaints with other outstanding payments via TicketX.

12.4 TicketX is solely liable towards the Client for damages or losses due to failure to carry out the agreement and/or other contractual obligations either timely or adequately, as long as these damages are the consequence of intentional or deliberate recklessness or gross negligence on the part of TicketX or third parties whose services TicketX makes use of.

12.5 TicketX is not liable for any indirect damages, in whatever form, including consequential damages, loss of profit, idleness damages, and lost savings.

12.6 TicketX is not liable for direct or indirect damages due to malfunction or maintenance of the computers in use by TicketX, such as (electronic) systems or mobile equipment.

12.7 TicketX is not liable for direct or indirect damages due to forged or falsified Tickets by Users or third parties or other malfeasance or unlawful use of Tickets by Users or third parties.

12.8 In any case, TicketX's liability will be limited to a maximum of the sum due and paid in the relevant case under the professional liability insurance. If for any reason whatsoever no sum is paid out pursuant to this insurance, all liability will be limited to the sum of € 5.000,- per incident per calendar year.

12.9 Said limitations of liability have also been agreed upon for the benefit of all third parties whose services TicketX makes use of, who can make therefore invoke these liability limitations.

### **13. Termination**

- (if) one of the parties is declared bankrupt, suspension of payment is granted, dissolution or liquidation occurs, the business activities are terminated or moved abroad, or if the creditors are privately offered a different manner of debt arrangement;
- (if) one of the parties has failed to meet their contractual obligations stipulated in the Agreement after 7 days from when a notice of default in writing was given;
- (if) the Client uses the Ticketservice for a different purpose than for which it was made available by TicketX as stipulated in the Agreement with the Client;
- (if) the Client attempts to make changes, in whatever form, in Ticketservice with or without help from third parties;
- (if) the Ticketservice is used directly or indirectly by the Client to make agreements with Users that are in violation of the law and/or public order and/or is acting in stride with public morality, as well as agreements that are in content or scope considered offensive or fraudulent, which is to be exclusively assessed by TicketX.

### **14. Force Majeure**

14.1 In a case of Force Majeure, which applies when a non-compliance of one of the parties cannot be attributed to that party, because that breach is not due to negligence of that party, and because that party is not accountable for it by law, legal act or generally accepted standards. If such period of force majeure lasts longer than 14 days, both parties are entitled to terminate the agreement without there being any obligation to pay compensation.

14.2 The parties agree that the following cases are cases of Force Majeure as referred to in article 14.1:

- in case of failure or delay in performance(s); - in any other case than cases as a result of intentional or deliberate recklessness on the part of TicketX - because of destruction, in any way whatsoever, of servers used by TicketX, back-ups, and other equipment, as well as failures in telephone and internet traffic/services;

- In case of failure or delay in performances on the part of TicketX as a result of acts of sabotage – with or without terrorist intent – of any third parties, including acts of so called ‘hackers’ and/or ‘crackers’.

## **15 Choice of court**

15.1 The legal relationship between the Client and TicketX is subject to Dutch Law. The Amsterdam District Court has exclusive jurisdiction to hear all disputes between the Client and TicketX, with the proviso that TicketX remains entitled to bring legal charges against the Client in front of a court that would have jurisdiction to hear disputes between the Client and TicketX outside The Amsterdam District Court.