

1. Definitions

The following definitions apply in these general terms and conditions:

- **Eventix BV**, the entity that offers its ticket sale service under the name “Eventix”, hereinafter referred to as Eventix and established on Horsten 1, 5612AX in Eindhoven, registered at the Chamber of Commerce under number 64925536.
- **Client**: the organiser who acts in the exercise of a profession or company for organising events.
- **Ticket service platform**: the SaaS application developed by Eventix where the User can buy Ticket(s) from Eventix as broker of the Client.
- **Agreement**: the agreement concluded between de Client and Eventix with respect to the use of the Ticket service platform.
- **Ticket(s)**: the entry ticket for an event organised by or on behalf of the Client that is sold by Eventix to the User via the Ticket service platform.
- **User**: the natural person and/or legal entity which uses the Ticket service platform to buy Ticket(s) from Eventix for an event organised by or on behalf of the Client.

2. Applicability of these general ticket terms and conditions

2.1 These general ticket terms and conditions are applicable on the use of the Ticket service platform for buying Ticket(s) where a direct and one-off remote agreement is concluded between Eventix and the User. When a user buys a ticket via the Ticket service platform of the Client, a remote agreement is concluded between the User and Eventix. There is no direct contractual relationship between the User and the Client.

2.2 The applicability of any other general terms and conditions, regardless if these are used by the User or another third party, is explicitly rejected.

2.3 Eventix may change these general terms and conditions at any moment. The adjusted general ticket terms and conditions are applicable as soon as these are available in the Ticket service platform.

3. Use of the account in the Ticket service platform

3.1 The Ticket service platform automatically creates a user account with the purchase of a ticket by the User. Various personal data must be entered for this. To create a user account, the following information from the User is required:

- a) first name;
- b) last name;
- c) e-mail;

3.2 The User must at least comply with the following requirements;

- a) a User must have an account on the platform;
- b) a User must be reachable by e-mail.

3.3 The User is responsible for the correctness of the information in his user account..

3.4 Eventix is always and under all circumstances entitled not to process a purchase of a Ticket via the Ticket service platform or to comply with this under other conditions.

3.5 The User is responsible for the use of the username and the password of his user account. Eventix recommends the User to use a unique password and to carefully store this password and to keep this confidential.

3.6 The User is not allowed to let others use his personal account. Eventix is not responsible for unauthorised use of the user account.

3.7 When buying Ticket(s) the User agrees to act in accordance with these general ticket terms and conditions.

3.8 Eventix is not liable for the late or unclear transfer of information or manifest writing errors, regardless whose information it concerns or to whom this is provided.

3.9 Eventix may take all measures that it considers necessary, including but not limited to blocking or deleting the user account or blocking the sale and/or purchase of ticket(s) in the Ticket service platform. More specific, the access to the user account can be refused or limited, depending on the commercial past of the User and his behaviour on the Ticket service platform, all this at the discretion of Eventix.

4. The Ticket service platform

4.1 The Ticket is an entry ticket to an event organised by the Client that is offered by Eventix to the User via the Ticket service platform. When buying Ticket(s) the User of the Ticket service platform concludes a remote agreement with Eventix as referred to in at. 6.230g Civil Code e.v. Eventix reserves to the right to adjust this remote agreement.

4.2 The sales price of the Ticket(s) are disclosed in the Ticket service platform to the User. When buying Ticket(s) the User owes the amount of the sales price increased by any service charges per ticket to Eventix. The User can pay the Ticket(s) online via the offered payment methods. The transaction costs for buying Ticket(s) are mentioned on the Ticket service platform. Eventix reserves the right to adjust the prices and costs interim.

4.3 After paying the sales price the User will receive the Ticket(s) via e-mail.

4.4 It is the User's responsibility to inform himself about the event for which the Ticket(s) are bought. Eventix is not liable for changes, postponement or cancellation of the event by the Client. In case of changes the User must recover any compensations from the Client himself.

4.4 When buying the Ticket(s) a final remote agreement is concluded between the User and Eventix. Due to the nature of the service it is not possible to dissolve the remote purchase of the Ticket(s). The consumer explicitly agrees in advance – by accepting these general ticket terms and conditions – that the digital content of the Ticket(s) is immediately provided and that the User waives his right to dissolve.

4.5 Eventix receives personal data of the User via the Ticket service platform. When using the Ticket service, the following personal data of the user is collected:

- a) First and last name;
- b) Street and number, postal code, town and country;
- c) E-mail address;
- d) Telephone number;
- e) IP address of the internet connection solved by the device used;
- f) Information collected by cookies;
- g) Other information of the user account;
- h) Behaviour on websites.

4.6 Eventix' purpose for processing personal data is the delivery of Ticket(s) to the Users. The principle used for this is the permission of the User, the execution of the Agreement and/or that processing is necessary for representing the justified interests of Eventix. The purpose of processing personal data is to identify the User and to enable a remote purchase with the User. Eventix uses the Ticket service platform for this. Therefore, the User can use the Ticket service platform. Other purposes are improvement of the Ticket service platform and the possibility to contact the User. Eventix and the Client are classified as individual controller.

5. Licence for the use of the Ticket service platform

5.1 Under these general ticket terms and condition Eventix grants the User a revocable, non-exclusive, non-transferrable, limited licence to use the Ticket service platform.

5.2 The use of the Ticket service platform is strictly personal and the User may not share the Ticket service platform with a third party without the prior written permission of Eventix. The User is not allowed to misuse the Ticket service platform in any way. The information which the User provides on the Ticket service platform will not violate any laws or regulations. The User will not establish improper relationships with another natural person.

5.3 Eventix reserves the right to change the Ticket service platform or any other service, or to suspend these for maintenance, or to temporarily or permanently cancel these, without Eventix being liable towards the User.

6. Data protection

6.1 With respect to processing personal data via the Ticket service platform Eventix is individual controller. The Client and Eventix both have individual influence on the purpose and means of processing personal data. Personal data is processed via the Ticket service platform. The User is the data subject. The personal data is only processed in accordance with the applicable privacy laws and regulations including the General Data Protection Regulation (“**GDPR**”). The Ticket service platform only processes personal data on behalf of and in accordance with the instructions of the controller.

6.2 These general ticket terms and conditions are applicable on processing personal data that identifies the User or with which the User can be identified. The Ticket service platform processes personal data by requesting this from the User, in addition, personal data may be collected automatically.

6.3 Eventix has taken appropriate technical and organisational measure to protect the personal data from loss or any type of unlawful processing.

6.4 Any transfer of personal data to a third country outside the European Economic Area (“EEA”) or to an international organisation outside the EEA is only done if an appropriate level of security has been agreed.

6.5 Eventix retains the personal data as long as this is necessary to realise the purposes of processing.

7. Intellectual property

7.1 All intellectual property rights regarding the Ticket service platform, including but not limited to source codes, websites, portal data files, trade brands, designs and copyrights with respect to graphic user interface, are exclusively controlled by Eventix. Except as explicitly mentioned in these general ticket terms and conditions, no other rights or licences regarding intellectual property rights will be granted or implied.

7.2 Eventix has taken technical measures to protect the Ticket service platform. The User is not allowed to remove or bypass such technical measures or to have these removed or bypassed. If technical measures are removed or bypassed, this will immediately lead to suspension of the use of the Ticket service platform and notwithstanding the right of Eventix to claim full damage compensation.

8. Liability

8.1 Eventix is not liable towards the User for any damage suffered by the User as a result of the use of the Ticket service platform, the execution of the Ticket agreement, any action of Eventix (unless intent, gross negligence or conscious recklessness), any implied guarantee, any condition or other term, processing personal data, violation of an obligation of the Client as individual controller, any loss of profit, indirect damage or other damage (caused by negligence of Eventix, its employees or agents or otherwise) and/or the use or misuse of the user account regarding the use of the Ticket service platform.

8.2 In cases where Eventix is liable towards the User for any damage or loss, the total cumulative liability of Eventix under these general ticket terms and conditions is maximum EUR 500.- (five hundred Euro).

8.3 The User explicitly acknowledges and agreed that the use of the Ticket service platform is at the User's own risk. Insofar as allowed by Dutch law, the Ticket service platform is supplied "AS IS", with all defects and without any type of guarantee.

8.4 Eventix has the right, without any prior notification, to decommission the Ticket service platform or to restrict the use thereof or to provide a reason for this and without being obliged to pay any damage compensation to the User.

Article 9. Applicable law and disputes

9.1 These general ticket terms and conditions are exclusively subject to Dutch law. All disputes arising from or in connection with these general ticket terms and conditions will exclusively be submitted to the authorised courts in 's-Hertogenbosch.

Article 10. Contact details

10.1 If the User has questions about these general ticket terms and conditions, he must contract Eventix on: Eventix B.V. Horsten 1512AX, Eindhoven, Netherland, Telephone: (+31) 0858883007, E-mail: info@eventix.nl.