

## General Terms & Conditions of Eventix

### 1. Definitions

In these general terms and conditions, the following definitions shall apply:

- 1.1 **Agreement:** the Agreement concluded between the Organiser and Eventix with respect to the Services. This can consist of an offer, an agreement concluded between the Organiser and Eventix pursuant to these general terms and conditions.
- 1.2 **Eventix,** Eventix B.V., having its registered office in Eindhoven, with office address at Jan van Lieshoutstraat 23, 5611EE in Eindhoven, registered at the Chamber of Commerce with registration number 64925536.
- 1.3 **Organiser:** the organiser who acts in the exercise of a profession or company for organising events and who enters into an Agreement with Eventix or for whose benefit Eventix performs Services.
- 1.4 **Platform:** the platform developed by Eventix and made available to the Organiser by Eventix under the Agreement, pursuant to which the Organiser can use the software developed by Eventix to plan and market events and sell (e)Tickets to Users of the Platform.
- 1.5 **(e)Ticket(s):** (e)tickets for or related to an event organised by or on behalf of the Organiser that are sold on the Platform of Eventix to the User, including any sold entrance tickets that are not eTickets.
- 1.6 **User:** the natural person and/or legal entity which uses the Platform to buy (e)Ticket(s) from the Organiser through the Services and Platform of Eventix for an event organised by or on behalf of the Organiser.
- 1.7 **Services:** any services offered by Eventix through the Platform and related to the Platform that Eventix performs for or on behalf of the Organiser.
- 1.8 **Service costs:** means the fixed or variable fee charged by Eventix to the User or Organiser (or a combination thereof) pursuant to the Agreement between Eventix and the Organiser for the use of the Platform.

1.9 **Booking costs:** means the variable fee charged by Eventix to the User or Organiser (or a combination thereof), pursuant to the Agreement between Eventix and the Organiser related to the payment of the (e)Ticket(s).

1.10 **Ticket Terms and Conditions:** means the terms and conditions applicable to the relationship and agreement between Eventix and the User.

## 2. Applicability of the general terms and conditions

1.1 These general terms and conditions apply to all offers, proposals, discussions and quotations of Eventix, order confirmations, Agreements, however named and all legal acts between Eventix and the Organiser.

1.2 The applicability of any general terms and conditions of the Organiser is expressly excluded, unless explicitly agreed in writing by Eventix.

1.3 These general terms and conditions also apply to anyone employed by Eventix, anyone engaged by Eventix and anyone for whose acts or omissions Eventix is or may be liable.

1.4 Should any provision in these general terms and conditions be void or otherwise unenforceable, this shall not affect the validity of the remaining provisions of these general terms and conditions and/or the Agreement between Eventix and the Organiser, and Eventix and the Organiser shall consult to agree on a new provision to replace the void/annulled or unenforceable provision, with the parties observing as far as possible the purpose and intent of the void/annulled or unenforceable provision.

1.5 Eventix is entitled to unilaterally amend these general terms and conditions. In the event of an amendment to the general terms and conditions, Eventix shall notify the Organiser accordingly in writing. The Organiser agrees to these changes in advance, so that the amended general terms and conditions will apply to all Services provided by Eventix after notification of the amended general terms and conditions.

## 3. Pre-contractual stage and Agreement

2.1 Offers and quotations are at all times without non-binding obligation, unless explicitly stated otherwise in the offer. If the offer is not accepted within the period for acceptance of 30 days (period of validity of the offer), the offer as contained in the offer is considered rejected and Eventix is entitled to change the conditions and price as contained in the offer.

2.2 Agreements, however named, shall not come into effect until Eventix has expressly accepted them in writing, whereby Eventix is legally represented by an authorised representative, or after Eventix has commenced performance. Quotations are based on the information and specifications provided by or on behalf of the Organiser. The Organiser guarantees the

accuracy, completeness and reliability of the information provided by it. An acceptance that differs in any way from the offer or quotation shall be deemed as a new offer and as a rejection of the original.

2.3 A quotation shall include a general description of the order in outline form including a financial section and in which an offer is made with a validity period of 30 days, unless otherwise agreed in writing. Offers with a term of acceptance are revocable.

2.4 Descriptions and images of Eventix' Services, price lists, brochures, quotations and other information concerning Eventix' Services are as accurate as possible, but without obligation, unless the offer expressly states otherwise.

#### **4. The Services and Platform**

3.1 The Services offered by Eventix include using the Platform to ensure that (e)Tickets for an event organised by the Organiser can be offered by Eventix on behalf of the Organiser to Users through the Platform as well as the offering of certain additional products. Unless and to the extent that specific agreements have been made between the Parties regarding a particular result described with sufficient definiteness in writing in the Agreement, Eventix only has a best-efforts obligation with respect to all Services.

3.2 Eventix shall provide the Organiser with access to the Platform. The Organiser shall be responsible for checking any and all information posted on the Platform, and Eventix shall never be liable towards the Organiser for any errors in information posted on the Platform with respect to (e)Ticket(s) or an event organised by the Organiser.

3.3 The (e)Ticket(s) are bought and sold via the Platform where the User acts as buyer and Eventix as seller of the (e)Ticket(s), all in accordance with the Ticket Terms and Conditions. Eventix' only obligation under the Agreement is enabling the User to purchase an (e)Ticket to the event of the Organizer. Eventix shall in no way be liable to the User and/or the Organizer for any damages related to the event organized by the Organizer.

3.4 The Organiser, shall provide all information and materials reasonably necessary for Eventix to provide in connection with the performance of the Agreement, including but not limited to information on events for which the Organiser expects a peak in sales, to provide Eventix with sufficient time to take appropriate measures to deal with such peak sales technically. The Organiser is obligated to provide all necessary and reasonable assistance to Eventix with respect to the performance of the Agreement.

3.5 The Organiser represents and warrants that all information and materials provided are true, complete, accurate and current and will promptly notify Eventix if information or materials do not possess the aforementioned qualities. The Organiser guarantees the accuracy, completeness and reliability of the data and records made available to Eventix, even if they are from third parties, and declares that they are lawfully in their possession.

- 3.6 Eventix will provide Organisers and Users with remote access to the Platform and Services via the Internet or other similar and applicable networks.
- 3.7 Use of the Platform by the Organiser and Users must at all times be in accordance with the relevant regulations and procedures set forth by Eventix, including these general terms and conditions.
- 3.8 Eventix reserves the right to create a maximum of two (2) (e)Tickets free of charge for the relevant event to check the activities, provided that the maximum number of (e)Tickets available for such event are not exceeded with this.

#### **4 Warranty**

- 4.1 Eventix assumes responsibility for providing Services and/or a Platform in accordance with the Agreement, all in accordance with good practice standards in the relevant industry and using at least reasonable efforts by Eventix. Eventix warrants to exercise the degree of skill and care reasonably expected of a reputable, competent and reasonably experienced party engaged in such activities. Eventix does not warrant uninterrupted availability of the Service and/or the Platform.
- 4.2 Eventix may temporarily take the Service and/or the Platform or any part thereof out of service for the purpose of (planned and unplanned) maintenance, modification or improvement thereof. Eventix may from time to time modify the functionalities of the Service and/or the Platform.
- 4.3 Both parties will use their best efforts to meet timelines and deliverables set forth in the Agreement. Should there be any delay in plans, both parties will notify each other and set new target dates for Eventix' performance and obligations and any dates or deadlines are subject to correct and timely delivery, fulfilment and execution of obligations and cooperative acts of the Organiser.
- 4.4 Except as expressly set forth in the Agreement, Eventix makes no warranty, express or implied, of any kind, including but not limited to any warranty as to merchantability or fitness for a particular purpose, a warranty against infringement of intellectual property rights of a third party, whether express or implied by statute (conformance), course of dealing, method of performance, course of dealing or otherwise. The Organiser confirms that in entering into the Agreement it has not relied on any warranty from Eventix other than the warranty expressly set forth in the Agreement and the Organiser has taken into account the absence of any other warranty in entering into the Agreement.

#### **5 Payments for (e)Ticket(s) and price**

- 5.1 For the use of the Service, Eventix shall be entitled to a fee. This fee may consist of the following components:

- (a) A fixed or variable amount of Service Costs, that Eventix charges directly to the User or Organiser (or a combination thereof) on top of the price per (e)Ticket. The amounts (inclusive of VAT) as stated in the table below apply for sales of (e)Tickets in the respective countries mentioned in the table below;

Country	Service costs
Ireland	0,55 EUR + 2%
United Kingdom	0,55 GBP + 2%

- (b) A variable amount of Booking costs that Eventix charges directly to the User or Organiser (or a combination thereof). The amounts (inclusive of VAT) as stated in the table below apply on the total transaction amount, for sales of (e)Tickets in the respective countries mentioned in the table below. The payment methods offered for this price are: iDeal (Netherlands), Bancontact (Belgium), Sofort (Germany), Creditcard (international) and Paypal (international). In case of sales of (e)Tickets in other countries than the countries mentioned below, the Organiser must always request a quote at Eventix with respect to the Booking Costs that will apply in that country.

Country	Booking Costs
Ireland	3.5%
United Kingdom	3,5%

- 5.2 The Organiser can conclude an Agreement with Eventix in which deviating prices are agreed upon. In such case, the prices in the Agreement subside the prices mentioned in the General Terms and Conditions.
- 5.3 The Organiser can choose to absorb the Service Costs and Booking Costs in the (e)Ticket price, or choose to charge these to the User.
- 5.4 The Organiser can – in addition to the sales price of the (e)Ticket(s) and the Service Costs and any Booking Costs – charge a surcharge in the shape of a Kickback to the User. The Kickback is including VAT and is collected from the User by Eventix, together with the (e)Ticket price, Service costs and any Booking costs.
- 5.5 All payments by the User in connection with the sale of (e)Ticket(s) via the Platform – based on an authorisation thereto from the Organiser to Eventix as a result of concluding an Agreement – are made to the account of Eventix. Through the Platform, the Organiser at all times has access to the information regarding his current balance in the account. Eventix

shall transfer any payments made by the User to a bank account designated by the Organiser, after deduction of the fee Eventix is entitled to pursuant to the Agreement between the Organiser and Eventix, at the frequency (weekly, or monthly) as chosen by the Organiser.

- 5.6** The Organiser shall communicate the (e)Ticket prices for the events to Eventix and post the prices on the Platform. The Organiser at its sole discretion has the option to change prices for (e)Tickets on the Platform of Eventix at any time.
- 5.7** In the event the amount in the account of the Organiser is not sufficient to settle the fee due by the Organiser to Eventix, payment of the remaining outstanding fees by the Organiser shall be made, without any right to deduction, discount and/or set-off, within the due date specified in the Agreement, or in the absence thereof within 30 days from the invoice date of such remaining outstanding amount. Eventix cannot execute any refunds to Users if the balance in the account of the Organiser is insufficient.
- 5.8** The Organiser can only object to Eventix' invoice within 14 days from the invoice date. After the expiry of this period, the Organiser is deemed to agree with the invoice. An objection to an invoice does not suspend the Organiser's payment obligation.
- 5.9** If the Organiser fails to comply within the time period specified in this Article 5 mentioned due date, the Organiser shall be in default by operation of law without further notice of default of Eventix being required. From that moment, Eventix is also entitled to:
- (a) compensation of statutory commercial interest from the day of default up and until the day full payment is received by Eventix; and
  - (b) all extrajudicial and judicial (collection) costs, internal and external, actually incurred by Eventix – whether as claimant or defendant.
- 5.10** If and to the extent that the Organiser is in default of payment, as well as in the event of bankruptcy, application for a moratorium and closing down or liquidation of its business, all Eventix' claims against the Organiser are immediately due and payable.
- 5.11** (e)Ticket revenue is paid by Eventix to the Organiser on weekly or monthly basis. 10% of the (e)Ticket revenue is paid after the event date, to cover potential chargebacks or refund costs.
- 5.12** In the event Eventix suspects fraud on the part of the Organizer and/or has good reasons to suspect cancellation of an event, Eventix is entitled to hold a maximum of 100% of the Organizers revenue as received by Eventix in the account of the Organizer, as a reserve. This reserve is held to cover potential chargebacks and associated costs. Eventix shall transfer this amount to the Organiser ultimately with the next payment due to the Organiser by Eventix after the event.
- 5.13** In the event the Organiser decides to cancel an event and refund the costs of the (e)Ticket to the Users, after Eventix has started with the performance of the Services, Eventix shall not be under any obligation to refund any Service and/or Booking Costs.

## **6 Fair use policy**

- 6.1 The Organiser can create (e)Tickets and QR-codes free of charge via the Eventix Dashboard.
- 6.2 Eventix does not charge fees for free (e)Tickets. However, the number of free (e)Tickets per account may not exceed 5,000 and the Organiser shall not be entitled to receive support services, including phone or email support, for both Organiser and User.
- 6.3 In the event that the Organiser exceeds the limitations set forth in this Article 6, the Organiser will be charged 0.20 EUR (excluding VAT) for each (e)Ticket over the limit.
- 6.4 The Fair Use Policy is designed to prevent excessive use of the features offered by the Platform and to protect both Eventix and its Organisers from excessive use of server capacity. This policy is intended to limit the risk of Eventix investing resources in activities for certain Organisers that do not generate a sufficient return on investment.

## **7 Entrance management**

- 7.1 Upon request of the Organiser, Eventix will make hardware available to the Organiser. The hardware will remain property of Eventix and will be returned to Eventix by the Organiser when the event date has passed. The Organiser shall not make or allow any alterations or modifications to be made to the hardware supplied by Eventix and shall not attach materials to or on to such hardware. The Organiser is deemed to have received any hardware in good condition and state of repair. The Organiser shall use the hardware carefully and keep the hardware in good condition and state of repair at its own expense, subject to normal wear and tear and ageing. If at the end of the rental period, Eventix is of the opinion that the hardware is no longer in good condition and/or state of repair, with the exception of normal wear and tear, Eventix will inform the Organiser thereof and shall restore the hardware to their original state of repair at the Organiser's expense.
- 7.2 Eventix provides the scan-software required for the access procedure for an event free of charge. If the Organiser wishes to purchase services from Eventix with respect to personnel and equipment, the Organiser must give Eventix written notice thereof ultimately 14 days before the start of the event. Eventix is never under the obligation to perform such additional services. In case Eventix provides services to the Organiser for personnel and equipment, Eventix shall be entitled to the following service fees:
- 7.2.1 Personnel costs: EUR 55.00/hour exclusive of VAT and – if applicable - accommodation costs, for an on-site manager; and
- 7.2.2 Scanner and Powerbank: EUR 45.00/day exclusive of VAT
- 7.2.3 Point of Sales machine: EUR 60.00/day exclusive of VAT
- 7.3 In case Eventix provides scanners and/or personnel, the Organiser is responsible for facilitating a wireless WIFI network at the entrance.

7.4 Eventix reserves the right to retain a part of the (e)Ticket revenue of the Organiser, as received in the account of the Organizer, as a deposit for the provided material, based on the value of the provided material. This amount will be released within 14 days after all equipment has been returned. In case of damage, loss of theft of equipment the costs for this will be deducted from the deposit.

## **8 Cancellation Event, Refunds and chargebacks**

8.1 Eventix offers the Organiser the option to refund sold (e)Tickets to Users. The Organiser can choose to refund (e)Tickets including Service Costs and/or Booking Costs. Eventix however shall never be under any obligation to refund Service Costs or Booking Costs, hence if the Organiser wants to refund Service Costs and/or Booking Costs to the User, the Organiser has to refund these Service and/or Booking Costs to Eventix to enable Eventix to refund these costs to the User.

8.2 Eventix charges the Organiser EUR 0,50 per (e)Ticket refund. Eventix will only process the pay-out of the refunds when the costs for the refunds have been paid to Eventix by the Organiser, and/or if the Organiser has a sufficient balance outstanding on the account of the Organizer, to be able to pay the refunds (possibly including Kickbacks). In this event, Eventix shall be entitled to settle the refund from the amount kept in the account of the Organizer.

8.3 Eventix charges EUR 25.00 (excl. VAT) to the Organiser per chargeback made by Users with respect to the (e)Tickets sold. Eventix is entitled to set off an obligation to make payments to the Organiser pursuant to the account of the Organizer against any chargebacks and the costs arising thereof.

## **9 Ticket sales with seat selection**

9.1 In the event of an Event that includes seat selection, the Organizer is responsible for drawing in the seating plan in the drawing module offered by Eventix.

9.2 Eventix offers Organiser a module to sell (e)Tickets with seat selection. For this additional Service, Eventix charges EUR 0.14 (excl. VAT) Service Costs per seat booking

9.3 When the Organiser requests Eventix to draw in the seating plan, EUR 45.00 (excl. VAT) per hour will be charged for this. In this case, the Organiser is responsible for providing a complete floor plan of the hall and seating arrangement, including seat numbers.

## **10 Reporting**

10.1 At any time during the term of the Agreement, the Organiser, has access to information with respect to the volume and status of the number of (e)Tickets sold to Users through the Platform.



- 10.2 At any time during the term of the Agreement, the Organiser has access to an overview of all transactions between the User and Eventix through the Platform.
- 10.3 Invoicing, reports, notifications and other communication between Eventix and the Organiser shall take place digitally, through email and/or publication on a secure or unsecured section of the Eventix website.

## **11 Termination**

- 11.1 Eventix is entitled to terminate the Agreement with immediate effect if Eventix reasonably believes that it cannot carry out the order in accordance with the instructions given by the Organiser and the Organiser nonetheless maintains to those instructions, or if Eventix reasonably believes that the Agreement can no longer be performed in accordance with the original arrangements and the Organiser nonetheless maintains to those arrangements, or for any other compelling reasons, without Eventix being obliged to pay any penalty or compensation.
- 11.2 In the event of termination under Article 11.1, Eventix shall be entitled to claim compensation for:
- (a) the expenses already incurred;
  - (b) the Services;
  - (c) the expenses that Eventix will have to incur in the 6 months following termination, including but not limited to the costs of certain spaces or services of third parties et cetera, which Eventix could not reasonably have prevented in full or could not have canceled free of charge.
- 11.3 Without prejudice to any other rights Eventix may have (including performance and/or compensation and/or reimbursement of wages/expenses), Eventix shall be entitled to fully or partially terminate the Agreement or to suspend its obligations under the Agreement or any other agreement with the Organiser, with immediate effect and without court intervention, if:
- (a) The Organiser violates any provision of the Agreement and/or these general terms and conditions and fails to remedy this breach within 7 days after a written notice of default of Eventix;
  - (b) upon written notice being given by Eventix if the Organiser commits any irremediable breach of the Agreement;
  - (c) The Organiser applies for a moratorium or is granted a (temporary) moratorium;
  - (d) The bankruptcy of the Organiser has been filed or the court has declared the Organiser's bankruptcy;
  - (e) The business of the Organiser is liquidated;
  - (f) The Organiser offers a settlement to its creditors;
  - (g) A prejudgment or execution attachment is levied on a substantial part of the business assets of the Organiser; or

(h) The business of the Organiser or a substantial part thereof has been sold to a third party.

11.4 If the Agreement is terminated on the basis of Article 11.3 any claim of Eventix against the Organiser shall be immediately due and payable and Eventix shall be entitled to compensation for all direct, indirect and consequential damage, including loss of profit, without prejudice to other legal rights to which it is entitled and its other rights under the Agreement and these general terms and conditions, without Eventix being obliged to pay any compensation or performance.

## 12 Privacy and personal data

12.1 With this Article 12, Organiser and Eventix intend to fulfil their respective obligations under Article 28 of the GDPR.

12.2 Definitions. All terms and abbreviations starting with a capital letter in this Article 12 shall have the meaning as provided in Article 4 of the GDPR. In addition, parties use the terms, abbreviations and definitions as defined below (in alphabetical order):

12.2.1 **GDPR:** General Data Protection Regulation (EU) 2016/679 of the European Parliament and Council dated 27 April 2016 regarding the protection of natural persons in connection with the Processing of personal data and regarding the free traffic of that data and to revoke the Directive 95/46/EC;

12.2.2 **Data Subject:** the User, or any identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

12.2.3 **EEA:** The member states of the European Union and Iceland, Liechtenstein and Norway;

12.2.4 **Incident:** Any reasonable chance or fear of a security breach that could accidentally or unlawfully lead to the destruction, loss, alteration, or unauthorized provision of or unauthorized access to Personal Data transmitted, stored, or otherwise processed;

12.2.5 **Privacy laws and regulations:** All laws and regulations, whether European or national, relating to the GDPR or the implementation thereof;

12.2.6 **Sub-processor:** The person who assists the Processor with the Processing of Personal Data. The Eventix subprocessors are listed here: [LINK](#);

12.3 Subject of the Processing. The Organiser, in the context of the execution of the Agreement by Eventix, will directly or indirectly provide data to Eventix that qualifies as Personal Data, which will be processed by Eventix on behalf of the Organiser. For the Processing of Personal Data under the Agreement, the Organiser will therefore act as the Controller and Eventix will act as the Processor. Eventix will, in the role of Processor, only Process the Personal Data as instructed by the Organiser. The type of Personal Data to be Processed, the Data Subject categories and the nature of the Processing are listed here:

LINK. The Organiser acknowledges and hereby permits Eventix to process Personal Data for its own purposes, which are limited to 1) pre-filling User data with User who have previously purchased tickets through Eventix and are recognized due to cookies placed, and 2) analyzing and creating statistics of the use of its platform by Users, provided that this further processing is compatible with Organiser's initial processing purposes, Eventix can rely on a lawful basis for the processing, Eventix commits to inform the Data Subjects on the further Processing and will comply with all other obligations under the GDPR. Eventix shall expressly not use the Personal Data for the promotion and marketing of other events. The Organiser acknowledges that, to the extent Eventix or a part thereof will be acquired by a third party, the aforementioned purposes established by Eventix may change.

12.4 Obligations of Eventix and the Organiser. Eventix will ensure that its obligations arising from the Privacy Laws and Regulations are met and that it will enable and assist the Organiser to comply with the Privacy Laws and Regulations. Eventix will process the Personal Data solely based on the written instructions by the Organiser, for example regarding the transfer of Personal Data outside of the EEA, and for the duration of the Agreement. Eventix will inform the Organiser if it believes that an instruction from the Organiser will or can breach the Privacy Laws and Regulations. Eventix is authorised to decide which resources it will use for the Processing, insofar as this arises from the Agreement or the instructions from the Organiser. In this context, Eventix is only entitled to make decisions with regard to practical matters that do not or cannot have a significant impact on the protection of Personal Data. The Organiser guarantees towards Eventix that the content, the use and/or Processing of the Personal Data is not unlawful and does not violate any right of a third party.

12.5 Obligation to cooperate. Considering the nature of the processing and the information available to it, Eventix will assist the Organiser in fulfilling the obligations as referred to in article 35 and 36 of the GDPR, more specifically, Eventix will assist the Organiser in assessing the necessity of and possibly conducting a data protection impact assessment and the need to request prior consultation. The costs of the implementation thereof can be charged to the Organiser by Eventix.

12.6 Costs. Costs as a result of access requests by the Data Subject(s), audits or seizures by the Dutch Data Protection Authority or another supervisory body with regard to Personal Data will be borne by the Organiser.

12.7 Security measures. Considering the state of the art, the implementation costs, as well as the nature, the scope, the context and the Processing purposes and the various risks in terms of likelihood and seriousness for the rights and freedoms of persons, Eventix will take appropriate technical and organizational measures to ensure a security level that matches the risk as listed here: LINK. Eventix will ensure that the implemented measures, as elaborated on, comply with what is stipulated in the Privacy Laws and Regulations and in

particular with Article 32 of the GDPR. Eventix will ensure that, where reasonably possible, it will comply with the Organiser's instructions in the context of the security of Personal Data that will be Processed by Eventix on behalf of the Organiser and that it will assist the Organiser in fulfilling the obligations under article 32 of the GDPR.

- 12.8 Audits. Eventix will provide information to the Organiser that is required to demonstrate compliance with the obligations under the Agreement and the GDPR. Eventix will thereby provide all information to the Organiser to enable audits, including inspections, by the Organiser or a party authorised by the Organiser. The additional costs of an audit and requesting additional information will be for the account of the Organiser.
- 12.9 Incidents and Data Breaches. Eventix will inform the Organiser of an Incident as soon as possible, but in any case within 40 hours after it has been discovered. Eventix will inform the Organiser of a Data Breach as soon as possible, but in any case within 48 hours after it has been discovered. Such notifications describe at least the following:
- (a) the nature of the Incident or the Data Breach, and where possible, with specification of the categories of Data Subjects and Personal Data Registers concerned and, approximately, the number of Data Subjects and Personal Data Registers concerned;
  - (b) the contact point where more information can be obtained;
  - (c) the possible consequences of the Incident or the Data Breach;
  - (d) the measures proposed by the Processor to address the Incident or the Data Breach, including, where appropriate, the measures to mitigate any adverse consequences thereof.

Considering the nature of the processing and the information available to him, Eventix will assist the Organiser in fulfilling the obligations under article 33 and 34 of the GDPR regarding the notification to the relevant data protection authority and Data Subjects. If an Incident or Data Breach occurs, Eventix is hereby obliged to keep any detail in connection with the Incident or the Data Breach confidential. If any notification is made by Eventix to the Organiser, Eventix will ensure that it is available for consultation with the Organiser. Eventix will also ensure that the staff involved in determining or resolving the Incident or Data Breach is available to the Organiser.

- 12.10 Sub-processors; permission. The Organiser hereby gives Eventix the general written permission to engage Sub-processors for the Processing of Personal Data as well as to replace these Sub-processors. If Eventix proceeds to engage Sub-processors or to replace one of the Sub-processors, the Processor will inform the Organiser, at least one month prior to engaging a new Sub-processor or replacing a Sub-processor, of its intention to engage a new or other Sub-processor, and Eventix will notify the Organiser of the statutory name of the

intended Sub-Processor, the specific processing activities that the Sub-processor will perform and the reason why this Sub-processor should be engaged;

12.11 Sub-processors; obligations. In all cases where Eventix engages a Sub-processor, it will conclude a written agreement with this Sub-processor, which stipulates at least that:

- (a) the Sub-processor must comply with the same obligations regarding data protection as set out in this Agreement by Eventix, in particular the obligation to provide adequate guarantees regarding the application of appropriate technical and organisational measures, to ensure that the Processing complies with the provisions of the GDPR;
- (b) if the engaged Sub-contractor fails to fulfil his data protection obligations, Eventix remains fully liable to the Controller for the fulfilment of the obligations of the Sub-processor;
- (c) after the end of the Agreement, the Sub-processor will permanently delete the Personal data he has in his possession as a result of Processing Personal Data that is the subject of the Agreement, or will return this data to the Eventix or the Organiser, such to be determined by the Organiser.

12.12 Data subject rights. Considering the nature of the Processing, Eventix will assist the Organiser, as far as possible, by means of appropriate technical and organisational measures, in fulfilling its obligation to answer requests to exercise the Data Subject's rights stipulated in Chapter III of the GDPR. If applicable, Eventix will and without delay after a request thereto by the Controller, provide proof that the Data Subject's request has been met by Eventix. The costs of exercising the Data Subject's rights will be for the account of the Organiser. To the extent permitted by law, Eventix will notify the Organiser if Eventix receives a request from a Data Subject in connection with the rights that the Privacy Laws and Regulations provide to the Data Subject. Eventix will never meet any request from a Data Subject without the Organiser's permission.

12.13 Transfer of Personal Data. The Organiser hereby grants the written permission to Eventix to transfer Personal Data, Eventix has the right to transfer Personal Data to Sub-processors outside the EER, provided that Eventix fulfils all obligations under Privacy laws and regulations for the transfer of Personal Data outside the EEA, such as concluding relevant Standard Contractual Clauses, where needed.

12.14 Confidentiality. Eventix will ensure that it will treat the Personal Data it holds from the Organiser and Processes on behalf of the Organiser, confidentially. Eventix will ensure that the persons authorised to Process the Personal Data have undertaken to observe confidentiality, by means of written confidentiality agreements. Eventix may only disclose, provide or otherwise make the Personal Data available to third parties, if and insofar as the Processor has obtained permission for this from the Organiser.

## 13 Intellectual property

13.1 Both Eventix as the Organiser reserve all rights of intellectual property on the works that they put in and/or are used and/or are provided in the context of the execution of the Agreement. Unless otherwise explicitly agreed in writing between the parties, there will be no transfer of intellectual property based on these general terms and conditions or pursuant to the Agreement.

## **14 Liability**

14.1 Eventix is only liable to the Organiser if the Organiser demonstrates that it has suffered damage as a result of a material error by Eventix which would have been avoided if all due care had been exercised and only for the direct damage that are the direct and immediately incurred consequence of that material error, except in the event of willful misconduct or gross negligence on the part of Eventix. For the avoidance of doubt, Eventix shall never be liable to the Organiser for any errors related to (information with respect to) the (e)Tickets or price thereof. It is the sole responsibility of the Organiser to check any and all information to be published on the Platform prior to publishing thereof by Eventix.

14.2 Eventix shall in no event be liable for any indirect damages, including but not limited to, loss of profit, loss of goodwill, loss of relationships arising from any delay, loss of data, missed savings, damage due to business interruption, damage caused by willful misconduct or gross negligence of auxiliary staff, etc., however named and incurred by whomever.

14.3 If, despite the provisions in this article, Eventix is held liable by the Organiser for damages suffered by the Organiser, such liability is in all cases limited to (i) the amount that is paid by Eventix's insurer in respect of the event in question or - if Eventix has no insurance - (ii) the amount that would have reasonably been paid by the insurer in respect of the event in question if and to the extent that such insurance is customary in Eventix' industry or could have been taken out on reasonable terms.

14.4 Eventix is not liable for defects that are wholly or partly the result of a method of processing prescribed by the Organiser, or of a construction or manufacture prescribed by the Organiser or wholly or partly caused by a supplier, consultant, subcontractor or assistant prescribed by the Organiser. For example a consultant, subcontractor or auxiliary person prescribed by the Organiser. Eventix is also not liable for damage caused by willful misconduct or gross negligence on the part of the User or whoever has access to the Services and Platform.

14.5 Eventix may always set off an obligation to pay damages against any unpaid invoices and the interest and costs arising thereof.

14.6 The Organiser indemnifies Eventix against any and all claims by third parties for compensation of damages or otherwise, which are directly or indirectly, related to the execution of the Agreement between Eventix and the Organiser.

- 14.7 The limitation of liability applies also with respect to employees of Eventix and third parties engaged by Eventix to perform activities under the Agreement.
- 14.8 If, despite the provisions of this Article, Eventix is held liable at law for damage suffered by the Organiser, such liability is in all cases, on any grounds whatsoever, limited to the amount that Eventix has actually received from the Organiser for the Services concerned, with a maximum amount of EUR 50.000,-.
- 14.9 Claims for damages shall lapse one year after the day the Organiser became aware of the damage and Eventix' possible liability for this damage.

## 15 Force majeure

- 15.1 Eventix shall not be liable or responsible to the Organiser, nor shall Eventix be deemed to be in default or in breach of any provision under the Agreement and/or these general terms and conditions for any failure or delay in fulfilling or performing any term of the Agreement and/or these general terms and conditions if such failure or delay is caused by, or results from, acts or circumstances that are unforeseeable and beyond Eventix' control (**Force Majeure**). Force majeure shall be deemed to consist of all those circumstances that prevent Eventix from performing the Agreement or any part thereof, or make it impossible or unreasonably burdensome for it to do so, if such circumstances occur beyond Eventix' reasonable control, including but not limited to (internet) failure, fire, power outage flooding, strikes, labor unrest, illness of personnel, war (whether declared or not), terrorism, embargoes, blockades, legal restrictions, riots, government measures in the broadest sense relating to the provision of the Services and/or the Platform, cybercrime, delay in the provision of products/data or services by suppliers or agents. In the event of force majeure, Eventix will inform the Organiser immediately after the circumstance resulting in force majeure has occurred, stating the nature of the force majeure, the date on which the force majeure commences or has commenced and if possible the expected duration.
- 15.2 In the event of Force Majeure, Eventix is entitled to terminate the Agreement with immediate effect by giving written notice to the Organiser if the context of the non-performance reasonably justifies immediate termination and if the event constituting the Force Majeure continues for more than 30 days. In the event of termination of the Agreement by Eventix on grounds of Force Majeure, the Organiser is not entitled to any form of compensation with regard to the termination.

## 16 Upgraded Refund Terms

- 16.1 Eventix provides Users with the option of purchasing Upgraded Refund Terms through a partner. Any costs related to the Upgraded Refund Terms are for the account of Eventix. This option is made available in the Platform for all paid (e)Tickets. The Organiser may request



that Eventix remove the option for Upgraded Refund Terms from the Platform for their ticket shops or may do so themselves through the Eventix dashboard.

- 16.2 Users who have purchased Upgraded Refund Terms may request a refund through the link provided on the page where they download their (e)Ticket.

## **17 Data Retention after Termination of Agreement**

- 17.1 Upon termination of this Agreement, Eventix shall have the right to retain customer data collected during the term of the Agreement for a period of up to 7 years from the end of the fiscal year to which the data relates for record-keeping purposes, only to the extent this is necessary to comply with legal and regulatory requirements. Eventix will take reasonable measures to ensure the confidentiality and security of the retained customer data.
- 17.2 Eventix will provide support to the Organiser, up to 30 days after termination of the Agreement, to download customer data from their Eventix dashboard.

## **18 Various**

- 18.1 Insofar as this Agreement does not explicitly stipulate otherwise, it does not contain any third-party clause to which a third party can appeal against a Party of this Agreement.
- 18.2 This Agreement or any stipulation thereof may be amended only if the amendment is recorded in writing and duly signed on behalf of the Parties.
- 18.3 If any provision of this Agreement is or will be deemed contrary to any law, regulation, court decision by a competent court, or becomes unenforceable for any other reason, (i) Parties will replace the invalid or non-binding part by stipulations that are valid and binding and of which the consequences, given the content and scope of this Agreement, will correspond, as much as possible, with those of the invalid or non-binding part, unless this is impossible in which case the stipulation will be removed, and (ii) this Agreement will remain in full force for the other provisions.
- 18.4 Unless expressly stipulated otherwise in the Agreement, Eventix' rights under the Agreement are in addition to, and without prejudice to, the other rights available to Eventix under applicable law or regulations.
- 18.5 A waiver by Eventix may only be effected by written notification to that effect. If Eventix does not exercise or delays exercising any of its rights under the Agreement, this cannot be regarded as a waiver of that right, or of any other right under the Agreement.
- 18.6 The Organiser is not entitled to transfer, encumber or otherwise dispose of any rights arising from the Agreement in whole or in part. This clause is a clause as referred to in Section 3:83(2) of the Dutch Civil Code.
- 18.7 Insofar as this Agreement does not explicitly stipulate otherwise, it does not contain any third-party clause to which a third party can appeal against a Party of this Agreement.



## **19 Choice of law and choice of forum**

- 19.1 The legal relationship between the Organiser and Eventix shall be exclusively governed by Dutch law.
- 19.2 The Court of Amsterdam has exclusive jurisdiction to hear all disputes between the Organiser and Eventix, with the understanding that Eventix remains entitled to sue the Organiser in court before a judge who would have jurisdiction of disputes between the Organiser and Eventix without the above choice of forum.