



GLOBAL TICKET

Global Ticket B.V.
Herengracht 372
1016 CH Amsterdam
KvK nummer: 57470685

Tel. 020 893 4338
info@globalticket.nl

Stichting Global Ticket
KvK nummer: 57470537

General Terms & Conditions Global Ticket B.V.

Article 1. Definitions

In these general terms and conditions the following terms are defined as stated below:

- Global Ticket B.V.: the private company with limited liability Global Ticket B.V., having its registered office and principle place of business at Herengracht 458, 1017 CA Amsterdam;
- Counterparty: the natural person or legal entity that makes use of the property or services of Global Ticket B.V.;
- Branded Page: the (online) system for the purchase, handling, processing and settlement of Tickets, including updates of this system;
- Agreement: the agreement entered into by the Counterparty and Global Ticket B.V.;
- Ticket(s): the admission ticket that is sold to a User via the Branded Page;
- User: the natural person and/or legal entity that buys a Ticket from the Counterparty with the use of the Branded Page;
- Foundation: the Global Ticket Foundation (Stichting Global Ticket), having its registered office in Amsterdam.

Article 2. Applicability

- 1 These general terms and conditions are applicable to all legal relationships, including agreements and offers, between Global Ticket B.V. and the Counterparty.
2. Any general terms and conditions of the Counterparty are inapplicable to and not binding upon Global Ticket B.V.
3. These conditions are also applicable to all legal relationships between the Counterparty and any party affiliated with Global Ticket B.V., such as a subsidiary, sister or parent company. In that case, in these conditions this affiliated party will be defined as Global Ticket B.V.
4. Divergence from these conditions is only permitted insofar as this is expressly agreed in writing. The conditions that are not expressly diverged from in writing remain fully applicable. Any divergence from these conditions only applies to the cases specifically determined in that agreement, unless expressly agreed otherwise in writing.
5. If one of the provisions of these general terms and conditions is invalid, a provision that can be deemed applicable, in line with the invalid provision as far as possible, will be considered to have taken its place. The same applies to provisions that cannot be invoked by Global Ticket B.V. for other reasons.
6. In the event that these conditions are drawn up in a language other than Dutch, then in the event of a conflict between this translation and the Dutch text in any section, the Dutch text of the section in question will prevail.
7. Global Ticket B.V. are entitled to make amendments to these general terms and conditions. These amendments become effective at the announced time of their taking effect. Global Ticket B.V. will send the amended general terms and conditions to the Counterparty in a timely manner, insofar as reasonably possible. If no time of taking effect is announced, then the amendments take effect in relation to the Counterparty once the amendment has been announced to it.

Article 3. Agreements

1. All offers of Global Ticket B.V. are non-binding. The mere issue by Global Ticket B.V. of a price quotation, budget, pre-calculation or similar announcement by Global Ticket B.V., whether designated as a tender or not, does not oblige Global Ticket B.V. to enter into an agreement.
2. All tenders issued by Global Ticket B.V. and/or all offers made in another way are valid for a period of a maximum of 30 days. After the expiry of this period the Counterparty cannot invoke either a tender or an offer. Global Ticket B.V. cannot be held to its tender and/or issued offer by the Counterparty if it understands or should have understood that the issued tender or any part thereof includes an evident mistake or clerical error.
3. An agreement comes about once the acceptance of the non-binding offer has reached Global Ticket B.V., unless Global Ticket B.V. withdraw their non-binding offer immediately after the receipt of the acceptance. If any reservation or any amendment is applied in respect of the offer, the agreement first comes about if and when Global Ticket B.V. have confirmed to the Counterparty in writing that they consent to this divergence from its offer. This consent will however never be considered to concern any applicability of general terms and conditions that are



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applied by the Counterparty.

4. Furthermore, an agreement comes about through the Counterparty actually making use of the service.

5. The Counterparty can never derive any right from an offer of Global Ticket B.V. that is based on incorrect or incomplete information issued by the Counterparty.

6. Legal transactions of the Counterparty with subordinates of Global Ticket B.V. are not binding upon Global Ticket B.V., unless and insofar as Global Ticket B.V. expressly consent to these legal transactions in writing.

7. If the Counterparty enters into the agreement on behalf of or at the expense of another natural person or legal entity it declares, by signing the agreement, that it is authorised to do so. In addition to this natural person or legal entity, the Counterparty is jointly and severally liable for all obligations arising from the agreement.

8. Global Ticket B.V. are entitled to have the agreement implemented by third parties at any time.

Article 4. Branded Page

1. Global Ticket B.V. offer the Counterparty the opportunity of making use of the Branded Page for the sale of Tickets, in the broadest sense of the term, to Users.

2. Global Ticket B.V. will grant the Counterparty access to the use of the Branded Page if and insofar as this is necessary for the performance of the obligations included in the Agreement.

3. The Branded Page will – partly with a view to a maximisation of Tickets to be sold – be managed and maintained and if necessary repaired by and at the expense of Global Ticket B.V. in accordance with the requirements of good professional practice. Global Ticket B.V. will make every effort to perform the service to the best of its knowledge and ability. Global Ticket B.V. do not however bind themselves to a best-effort obligation. Global Ticket B.V. cannot give any guarantees in respect of results envisaged by the Counterparty.

4. Global Ticket B.V. will make new versions of the Branded Page available to the Counterparty if reasonably possible.

5. The purchase and sale of the Ticket takes place via the Branded Page, whereby the User acts as the buyer and the Counterparty as the seller of the Ticket. Global Ticket B.V. are explicitly not a party in this transaction. No agreement therefore comes about between Global Ticket B.V. and the User.

Article 5. Payments via Foundation

1. Payments by the User for Tickets bought via the Branded Page take place on the bank account of the Foundation. The Foundation will ensure the passing on of payment to the Counterparty.

2. The passing on of payment will take place with 30 days of the receipt thereof, with the deduction of the commission accruing to Global Ticket B.V., unless agreed otherwise in the agreement between Global Ticket B.V. and the Counterparty.

3. In the event of the cancellation of the event, for whatever reason, Global Ticket B.V. expressly reserve the right to suspend the passing on of the payment of the amounts received (ticket price and service costs) to the benefit of the Counterparty until an arrangement is reached between the Counterparty and the third parties who have bought a Ticket for the (cancelled) event via the Branded Page.

4. If the instruction is then also given to Global Ticket B.V. by the Counterparty to repay the ticket price, for whatever reason, then Global Ticket B.V. will charge the Counterparty an amount of €0.20 in costs per transaction. This will be in addition to the commission payable to Global Ticket B.V.

5. The Counterparty is responsible for the remittance of the VAT on the sold Tickets. At Global Ticket B.V.'s first request, the Counterparty will indemnify Global Ticket B.V. against claims in this respect, including penalties and sanctions due to the untimely remittance or payment of taxes payable by the Counterparty.

6. The Counterparty guarantees to Global Ticket B.V. and the Foundation that the legal relationship between the Counterparty and the User explicitly allows that payments of Users in this respect can and may be received via the bank account of the Foundation. The Counterparty has the obligation to inform a (potential) User in a legally valid and adequate manner of the manner in which the User – via the Branded Page and the Foundation – makes payments to the Counterparty, without any contractual relationship coming about between Global Ticket B.V. and/or the Foundation on the one hand and the User on the other.



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Article 6. Fees and payment

1. For all items and, if applicable, work, prices and/or fees (hereinafter collectively referred to as prices) will be agreed by the parties, in the absence of which the price normally applied by Global Ticket B.V., or a reasonable price – if this is higher – applies.
2. Fees are exclusive of VAT, unless expressly stated otherwise.
3. Global Ticket B.V. expressly reserve the right to make amendments to stated prices without prior notification and after the sending of the order confirmation by Global Ticket B.V. to the Counterparty.
4. Prices agreed or applied earlier are not binding upon Global Ticket B.V., unless these are expressly confirmed in writing in a later agreement. Any discounts apply on one occasion only, and are not binding upon Global Ticket B.V. in connection with other agreements.
5. No occurrence resulting in increased prices that may possibly take place in the relationship between the Counterparty and the User can be passed on to Global Ticket B.V. or the Foundation.
6. In the event of the exceedance of the payment period (in the case of a payment payable to Global Ticket B.V.) contractual interest of 12% per year is payable, without any notice of default being required, from the expiry date, as well as reimbursement of both the legal expenses and the extrajudicial expenses in accordance with the Extrajudicial Collection Charges Decree, with a minimum of €250, regardless of whether these expenses have actually been incurred. If the statutory interest in a particular period is higher than the contractual interest, the statutory interest is payable for this period instead of the contractual interest. Legal expenses are defined as, among other things, all expenses of the collection of the claim, such as, among other things, the costs of seizure, legal costs and costs of a bankruptcy petition. This interest and these costs are also payable if offsetting with amounts to be paid out (see article 5) or direct debit has proved to be impossible.
7. Global Ticket B.V. are entitled, at any time and before proceeding to implement the agreement, to stipulate sufficient security for the timely compliance with the payment obligations.
8. Offsetting or suspension by the Counterparty, for whatever reason and however designated, is excluded.

Article 7 Complaints and claims

1. Complaints in respect of services provided or invoices sent by Global Ticket B.V. must be made in writing by registered letter or signed email within eight calendar days of the invoice date, on penalty of loss of rights.
2. A complaint does not suspend the payment obligation of the Counterparty in respect of other services/supplies.
3. If the periods stated in this article, in accordance with manifest principles of reasonableness and fairness, also for a conscientious and alert Counterparty, must be regarded as unacceptably short, then these periods will be automatically extended until no later than the earliest time at which investigation or notification of Global Ticket B.V. is reasonably possible for the Counterparty.

Article 8. Reporting

1. Global Ticket B.V. have the obligation to the Counterparty to provide insight into the volume and status of the sale of Tickets of the Counterparty on request.
2. On request, Global Ticket B.V. will provide information to the Counterparty on every separate transaction between the User and the Counterparty that comes about via the Branded Page.
3. Any invoicing, reporting, notifications and other communications between the parties will take place digitally via email.

Article 9. Privacy and personal data

1. The Counterparty bears the obligation of informing the User of the regulations in connection with the processing of personal data and privacy in the broadest sense of these terms.
2. Global Ticket B.V. are obliged to make the personal data and preferences of the User available to the Counterparty, insofar as the User has given permission for this in accordance with the regulations applicable to this.
3. Global Ticket B.V. will not make use of any personal data of the User that they have acquired.



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Article 10. Provision of (company) data

The Counterparty undertakes to make all data that, in the opinion of Global Ticket B.V., is necessary for the implementation of the commission and the optimal functioning of the Branded Page available to Global Ticket B.V. at Global Ticket B.V.'s first request in a manner to be specified by Global Ticket B.V.

Article 11. Intellectual property

1. Both Global Ticket B.V. and the Counterparty reserve all intellectual property rights on the works that they contribute and/or are used and/or are made available in the context of the implementation of the Agreement.
2. Unless expressly agreed otherwise in writing between the parties, no transfer of intellectual property rights will take place.
3. The Counterparty will respect the trading name, the brand or any other intellectual property right of Global Ticket B.V., and not use these, in whatever sense, without the express written permission of Global Ticket B.V, nor utilise the name of Global Ticket B.V. without their permission with the intention of making any direct or indirect connection between goods or services other than those of Global Ticket B.V. themselves with Global Ticket B.V.
4. The Counterparty is not permitted, without the prior written permission of Global Ticket B.V., to sell the Branded Page and other intellectual property rights of Global Ticket B.V. or use these for commercial purposes other than those agreed, or to make them available to third parties.

Article 12. Indemnification

1. The Counterparty indemnifies Global Ticket B.V. against claims of third parties due to damage that is caused because the Counterparty has provided incorrect or incomplete information.
2. The Counterparty indemnifies Global Ticket B.V., at its first request, if it is called to account, in whatever sense, by or on behalf of a User in connection with the content and/or the proper or improper compliance with the agreement(s) that the Counterparty and the User have entered into with each other, for example in the event of cancellations, as well as the associated communication of the Counterparty to the User, or any other possible form of shortcoming and/or unlawful action of the Counterparty towards the User.
3. If and insofar as Global Ticket B.V. are called to account by third parties, for whatever reason, the Counterparty will fully indemnify Global Ticket B.V. at their first request, and reimburse Global Ticket B.V. for all costs that Global Ticket B.V. has incurred in respect of their defence.
4. Global Ticket B.V. are entitled to claim from the Counterparty all judicial and extrajudicial expenses incurred by it in connection with legal and/or financial disputes that have arisen between the User and the Counterparty.

Article 13. Liability

1. Except in case of gross negligence, Global Ticket B.V. are never liable for damage as a result of the loss or theft of, change to or damage to data and other details. Furthermore, Global Ticket B.V. are never liable for damage as a result of infringements of third parties on the Branded Page, whether or not as a result of inadequate security.
2. Global Ticket B.V. are not liable for any damage as a result of a shortcoming in compliance with the obligations of the Counterparty towards third parties that arise from the law, the Agreement or these general terms and conditions. More particularly, Global Ticket B.V. are never liable for the consequences of the cancellation of an event or any refund action or refund claim of a third party.
3. Instructions issued by Global Ticket B.V. for the use of the Branded Page must be diligently followed by the Counterparty. Global Ticket B.V. never bear any responsibility for the use and the proper application of the Branded Page. Global Ticket B.V. are not liable for any damage as a direct or indirect consequence of not properly following the instructions intended for this purpose.
4. Global Ticket B.V. are not liable for damage as a consequence of maintenance to be carried out on servers or other systems pertaining to the service of Global Ticket B.V., nor for damage as a consequence of the (temporary) unavailability of the Branded Page of Global Ticket B.V., whether or not as the result of (technical or electronic) malfunctions or defects.
5. Global Ticket B.V. is not liable for indirect damage, including consequential damage, lost profits, losses suffered,



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lost savings and damage as a result of business interruption.

6. Liability of Global Ticket B.V. by reason of an attributable shortcoming in compliance with the Agreement only comes about after Global Ticket B.V. have been given notice of default by the Counterparty in writing, whereby Global Ticket B.V. are granted a period of a minimum of seven working days to nevertheless correctly comply with their obligations and Global Ticket B.V. also demonstrably and attributably continue to fall short in the fulfilment of its obligations after this period.

7. Global Ticket B.V. is not liable for damage that is the direct or indirect consequence of Tickets forged by Users or third parties or other misuse or unlawful use of tickets by Users or third parties.

8. Global Ticket B.V. is not liable in respect of damage to the Counterparty, in whatever form, by reason of chargebacks and/or claims – whatever their cause – of Users. The damage directly or indirectly arising from this will be borne by the Counterparty. Global Ticket B.V. are entitled to offset chargebacks and/or claims with the Counterparty with other payments of Users proceeding via Global Ticket B.V. and the Foundation.

9. If despite the provisions of these general terms and conditions liability nevertheless exists, only direct damage is eligible for reimbursement. Direct damage is exclusively defined as:

- a. the reasonable costs of determining the cause and the extent of the damage insofar as this determination concerns damage that is eligible for reimbursement under the provisions of these general terms and conditions;
- b. any reasonable costs incurred in order to nevertheless have the deficient performance of Global Ticket B.V. comply with the Agreement, insofar as the deficiency can be attributed to Global Ticket B.V. and insofar as Global Ticket B.V. are first given the opportunity to nevertheless properly comply with the Agreement;
- c. reasonable costs that are incurred in order to prevent or limit damage, insofar as the Counterparty demonstrates that these costs have actually led to limitation of the direct damage as referred to in these general terms and conditions.

10. If and insofar as Global Ticket B.V. are insured for liability, the liability of Global Ticket B.V. is limited to the amount that is paid out under the liability insurance of Global Ticket B.V. in the incident in question, minus the amount of the policy excess of Global Ticket B.V. If the liability of Global Ticket B.V. is not insured, then the liability is limited to a maximum of the fee accruing to Global Ticket B.V. over the month in which the liability has arisen.

11. The abovementioned limitations of liability are partly stipulated for the benefit of the third parties engaged by Global Ticket B.V., which can accordingly invoke this limitation of liability.

12. Unless there is a mandatory legal provision to the contrary, the limitation period of all claims and objections against Global Ticket B.V. is twenty years.

Article 14. Termination

1. If the Counterparty does not comply with its obligations towards Global Ticket B.V., or does not do so in a timely manner or properly, as well as if it becomes apparent at any time that the Counterparty has provided or withheld incorrect information, or if the Counterparty is declared bankrupt, it applies for suspension of payment or legal debt rescheduling, or it offers an arrangement or a settlement to its creditors, or to some of them, as well as in the event of the seizure of its assets or a part thereof, or if it proceeds to sell or liquidate its business, as well as in the event of decease or receivership, or if it loses the management or the leadership of its business, property or a part thereof in another way, then Global Ticket B.V. is entitled, without any notice of default being required, to suspend the further implementation of the Agreement or to wholly or partly terminate it. Global Ticket B.V. is then authorised to claim compensation from the Counterparty at all times.

2. Global Ticket B.V. is also entitled to terminate the Agreement, without any notice of default being required and without any compensation being payable, if

- a. it becomes apparent that the Counterparty is selling digital or electronic Tickets in another manner (whether or not in addition to the Branded Page of Global Ticket B.V.);
- b. the Counterparty uses the Branded Page for a purpose other than that for which Global Ticket B.V. has made the Branded Page available to the Counterparty in accordance with the agreements that have been made;
- c. the Counterparty, independently or with the assistance of third parties, and in any manner whatsoever, attempts to make amendments to the Branded Page;
- d. the Branded Page, in the opinion of Global Ticket B.V., is directly or indirectly used, or seems to be used, by the



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Counterparty in order to enter into agreements with Users that, due to their content or scope, are in contravention of the law, common decency or public order, or agreements that due to their content or scope can be designated as offensive or fraudulent.

3. All additional costs to be incurred and damage suffered in connection with a suspension or termination will be at the Counterparty's expense.

4. In the event that the Counterparty wishes to terminate the Agreement, it will always first issue Global Ticket B.V. with written notice of default and grant it a reasonable period to nevertheless comply with its obligations, or to rectify shortcomings, which shortcomings must be described by the Counterparty in detail.

Article 15. Force majeure

1. Global Ticket B.V. are not obliged to comply with any obligation arising from the Agreement if it is prevented from doing so as a result of a circumstance that cannot be attributed to it in accordance with the law or a legal act or according to generally accepted standards.

2. In addition to the provisions of paragraph 1, force majeure is also defined as:

a. circumstances that prevent compliance with the obligation and cannot be attributed to Global Ticket B.V. These will include (if and insofar as these circumstances make compliance impossible or unreasonably hamper it):

strikes in the company of Global Ticket B.V. and/or their suppliers, a general shortage of items or services that are necessary for bringing about the agreed performance, unforeseeable stagnation among suppliers or other third parties upon which Global Ticket B.V. is dependent, extreme and/or unexpected weather conditions, illness of the personnel of Global Ticket B.V., government measures, general traffic problems, war or the threat of war, riot, sabotage or operational malfunction.

b. the untimely and/or improper compliance with obligations by third parties for the implementation of which Global Ticket B.V. is dependent;

c. sabotage – whether or not with terrorist intent – by third parties, including actions of so-called 'hackers' and/or 'crackers'.

d. the destruction, in whatever manner, of servers, backups and other equipment used by Global Ticket B.V., as well as malfunctions in telephone and internet traffic;

3. Global Ticket B.V. are also entitled to invoke force majeure if the circumstance that prevents (further) compliance occurs after Global Ticket B.V. should have complied with its obligation.

4. During a situation of force majeure the obligations of Global Ticket B.V. will be suspended. If the period within which compliance with its obligations by Global Ticket B.V. is impossible is longer than fourteen (14) days, then the Counterparty is entitled to terminate the Agreement without an obligation on the part of the Counterparty to pay compensation coming about.

5. If on the occurrence of the situation of force majeure Global Ticket B.V. have already partly complied with its obligations, or can only partly comply with its obligations, it is entitled to separately invoice the part that has already been performed and/or the performable part, and the Counterparty is obliged to pay this invoice as if it concerned a separate contract.

Article 16. Applicable law and court of competent jurisdiction

1. All legal relationships between the Counterparty and Global Ticket B.V. are governed by the laws of the Netherlands.

2. The District Court of Amsterdam has the sole jurisdiction to hear all disputes between the Counterparty and Global Ticket B.V., subject to the proviso that Global Ticket B.V. continue to be authorised to bring legal action against the Counterparty before a court that, in the absence of the above choice of forum, would have the jurisdiction to hear disputes between the Counterparty and