

## General Terms and Conditions for Organisers Eventgoose Tech B.V.

July 2021 version 1.0

### 1. Definitions

In these general terms and conditions, the following terms, always capitalised and used in both singular and plural, have the following meaning:

1. **General Terms and Conditions:** these general terms and conditions for Organisers of Eventgoose, which can also be found on the website.
2. **API:** the technical interface that facilitates the automated calling of Eventgoose's Service for the websites, applications or other services of the Organiser.
3. **Chargeback:** a request from the User - the holder of a credit card or international payment card - to investigate an earlier transaction and reverse that payment in the event of a complaint or dispute.
4. **Service:** the service provided to the Organiser by Eventgoose, by means of which the Organiser can enable Users to purchase one or more Tickets via the Organiser's website for an event organised by or on behalf of the Organiser.
5. **Eventgoose:** the private limited company Eventgoose Tech B.V., established at F.B. Deurvorststraat 43, 7071 BG Ulf, listed in the commercial register of the Chamber of Commerce under file reference number 55715796.
6. **User:** the natural person and/or legal entity that purchases Tickets via the Service.
7. **Intellectual Property Rights:** all intellectual property rights, including but not limited to copyrights, database rights, trade name rights, trademark rights, design rights, neighbouring rights, patent rights and associated rights such as domain names and rights to know-how.
8. **Purchase Agreement:** the agreement concluded between the User and the Organiser for the purchase of one or more Tickets via the Service.
9. **Module:** the API right of use agreement module.
10. **Organiser:** the party organising the event or instructing third parties to organise the event and which, to sell Tickets for that event, wishes to use the Service.
11. **Agreement:** the Agreement to use the Service, of which these General Terms and Conditions form an inextricable part of.
12. **Parties:** Eventgoose and the Organiser.
13. **Refund:** the full or partial refund of one or more Tickets purchased by the User via the Service.
14. **Ticket:** a ticket that serves as proof of entry for the event organised by the Organiser.

### 2. Applicability

- 2.1. These General Terms and Conditions apply to the Agreement, the Service, and all other (legal) acts performed between the Parties.
- 2.2. Any general terms and conditions of the Organiser are explicitly rejected.

- 2.3. If provisions of these General Terms and Conditions prove to be in conflict with provisions of the Agreement, the provisions of these General Terms and Conditions will prevail, unless explicitly agreed otherwise.
- 2.4. Deviations from and additions to these General Terms and Conditions are only valid if agreed on in writing between the Parties, without prejudice to Eventgoose's right to change or supplement these General Terms and Conditions at any time in accordance with Article 2.5.
- 2.5. Eventgoose is authorised to change or supplement the General Terms and Conditions at any time with due observance of a term of thirty (30) days after prior announcement of the change on the Eventgoose website and/or in the Service. If the Organiser does not wish to accept the changed and/or supplemented General Terms and Conditions, it may terminate the Agreement until the date on which the amended and/or supplemented General Terms and Conditions take effect. If the Organiser continues to use the Service after the aforementioned period, it declares that the amended and/or supplemented General Terms and Conditions have been made available and that it agrees to them.
- 2.6. If a provision of these General Terms and Conditions and/or the Agreement proves to be null and void, this will not affect the validity of the General Terms and Conditions and/or the Agreement as a whole. In that case, Eventgoose will determine (a) new provision(s) which reflect(s) the intention and purport of the original General Terms and Conditions and/or the Agreement as closely as legally possible.

### **3. Service**

- 3.1. Regardless of the use of the Service, the Organiser is and remains responsible for the sale (and/or reservation) of the Ticket, and all associated (legal) acts that take place between the Organiser and the User, including in any case but not limited to the conclusion of the Purchase Agreement for the Ticket and its execution, such as the sending of Tickets.
- 3.2. Eventgoose is explicitly not a party to the Purchase Agreement, therefore no Purchase Agreement is concluded between Eventgoose and the Organiser, nor between Eventgoose and the User. Eventgoose's Service, and the Agreement that extends to its use, only serves to facilitate the conclusion of this Purchase Agreement. The Organiser guarantees that the Purchase Agreements concluded via the Service will be in accordance with the provisions of Article 3.3.
- 3.3. The Organiser declares and guarantees that the Purchase Agreement between the Organiser and the User is concluded in the following manner:
  - a. The User visits the webshop on the Organiser's website/Facebook page;
  - b. Under step 1, "General", the User selects the number of tickets he/she wishes to purchase for the event organised by the Organiser;
  - c. Optionally, the User enters a guestlist code if, provided he/she is invited to the event and is allowed to be on the guestlist;
  - d. If the details are correct, the User clicks on next;

- e. Under step 2, “Details”, the User enters his/her details, consisting of his/her e-mail address, customer name, place, date of birth and gender. The privacy policy applies to the processing of this data. The User must also confirm that he/she agrees with these General Terms and Conditions of Eventgoose that apply to Users;
  - f. If the details are correct, the User clicks on next;
  - g. Under step 3, “Summary”, the User will see a summary of his/her order;
  - h. Here, he/she can see the event, date of the event, time of the event, description of the tickets ordered, number of tickets ordered, price of the tickets ordered and any service charges;
  - i. Optionally, the User enters a discount code if he/she has received a discount code for the event;
  - j. The User chooses the payment method;
  - k. Payment is made via the payment module of the chosen payment method;
  - l. After payment, the User will receive the ordered tickets at the e-mail address specified by him/her;
- 3.4. To the extent necessary for the execution of the Agreement, the Organiser hereby grants Eventgoose an irrevocable power of attorney to perform the acts during the term of the Agreement to establish a Purchase Agreement between the Organiser and the User, with due observance of the above.
- 3.5. All (payment) terms and dates mentioned by Eventgoose always apply as strict deadlines for the Organiser.
- 3.6. The Organiser is responsible for the correct choice of the necessary resources for the use of computer, data or telecommunication facilities such as the Internet, and their timely and complete availability.
- 3.7. The Organiser is responsible for the correct installation, assembly and commissioning and for the correct settings of the Service, the equipment, software, websites, data files and other products and materials.
- 3.8. The Organiser bears the risk of the selection, use, application and management of the equipment, software, websites, data files, other products and materials and the services to be provided by Eventgoose, including the Service, but will conform to Eventgoose’s minimum (system) requirements set and to be set for use of the Service.
- 3.9. The Organiser will always provide Eventgoose in a timely manner with all data and/or information deemed useful, necessary and desirable by Eventgoose and will offer full assistance. If the Organiser, within the framework of providing assistance to the execution of the Agreement, deploys his own staff and/or auxiliary persons, they will have the necessary knowledge, expertise and experience.
- 4. Rights and obligations Eventgoose**
- 4.1. Eventgoose will make every effort to install the Service at a location designated in consultation with the Organiser.
- 4.2. The Purchase Agreement between the Organiser and the User, referred to in Article 3, is finalised if and as soon as Eventgoose has received the (authorisation for) payment by the User.

- 4.3. As soon as the Purchase Agreement is concluded, it will be confirmed to the User by Eventgoose by e-mail.
- 4.4. Eventgoose will offer various payment options via the Service, the full list of which can be found on the website and in the Service. The availability of the various payment options may vary, due to the dependence on the relevant third parties. Eventgoose cannot be held responsible or liable for the fact that the service of the relevant third parties fails or is (temporarily) not (fully) available or for any other errors in that service.
- 4.5. Articles 4.1 to 4.4 do not affect the provisions of Article 3.1.
- 4.6. All (delivery) terms and dates mentioned by Eventgoose always apply as target dates for Eventgoose. These terms and dates are indicative in nature and are therefore not strict deadlines.
- 4.7. Eventgoose is authorised to (temporarily) put the Service out of use and/or limit its use, or to not deliver or only to a limited extent, or to suspend any obligation on its part, if the Organiser fails to fulfil any obligation towards Eventgoose or fails to do so in full or correctly, in any case including but not limited to the obligations under Articles 3.3 and 5.
- 4.8. If the Eventgoose, at the request or with the prior consent of the Organiser, has carried out any work or delivered other performances which fall outside the content or scope of the agreed services and/or performances, the Organiser will pay for this work or these performances in accordance with Eventgoose's usual rates. Eventgoose is not obliged to comply with such a request from the Organiser, especially if the request concerns maintenance work that may affect the compatibility or stability of the Service, and may require a separate written agreement to be concluded for this purpose. The fact that (demand for) contract extras and/or (changes to) additional work arise during the execution of the Agreement will never give the Organiser ground for dissolution of the Agreement.

## **5. Obligations Organiser**

- 5.1. The Organiser is not permitted:
- a. to use the Service in a way that conflicts with the Purchase Agreement that it concludes with the User;
  - b. to use the Service in a way that is contrary to the Agreement and/or these General Terms and Conditions;
  - c. to sell, rent, transfer, provide or otherwise make the Service available to third parties other than as referred to in these General Terms and Conditions;
  - d. to infringe the rights of Eventgoose, Users and/or third parties, including in any case any Intellectual Property Rights and privacy rights;
  - e. to hack the Service; and/or
  - f. to act in an otherwise unlawful manner, including but not limited to the potential damage to the reputation or good name of Eventgoose, or to act contrary to the law, public order or morality.
- 5.2. The Organiser will pay the fees for the use of the Service as further agreed on in the Agreement.

- 5.3. The Organiser guarantees that the legal relationship between itself and the User explicitly allows Eventgoose to receive the fees for Tickets. The Organiser will agree with the User that Eventgoose is authorised to collect the fees and that payment of the fee for the Tickets cannot be made directly to the Organiser, but must be made to Eventgoose. The fees received by Eventgoose for Tickets will be transferred to the Organiser with deduction of the fee agreed on by Eventgoose and the Organiser, namely the service costs. The fee includes turnover tax (VAT), whereby an Organiser itself is responsible for paying turnover tax on the fees(s) to be received.
- 5.4. All quoted amounts are exclusive of turnover tax (VAT) and other government levies imposed or to be imposed, unless indicated otherwise.
- 5.5. All prices are in euros. The Organiser must make all payments to Eventgoose in euros.
- 5.6. All prices are subject to printing and typing errors. Eventgoose does not accept liability for the consequences of such errors. The User cannot hold Eventgoose to offers or prices if it can reasonably expect that the offer and/or price is a clear error or clerical error.
- 5.7. The Organiser will pay the fees to Eventgoose within the term stated on the invoice, failing which a term of thirty (30) days after the invoice date will apply.
- 5.8. If the Organiser does not pay the amounts due, or does not pay them in time or in full in accordance with the payment term referred to in Article 5.7, the Organiser is in default by operation of law, without any reminder or notice of default being required. From that moment on, the statutory commercial interest pursuant to Section 6:119a of the Dutch Civil Code is due on the outstanding amount. If the Organiser continues to fail to pay the claim after a reminder or notice of default, Eventgoose can hand over the claim, in which case the Organiser is also obliged to pay all judicial and extrajudicial costs in addition to the total amount owed at that time, including but not limited to the out-of-pocket costs for, for example, lawyers, bailiffs, collection agencies or legal assistance, but also costs for Eventgoose's own efforts to collect the claim. The aforementioned costs can be charged to the Organiser and will be calculated as follows:
- a. 15% on the first 2500 euros of the claim, with a minimum of 40 euros
  - b. 10% on the next 2500 euros of the claim
  - c. 5% on the next 5,000 euros of the claim
  - d. 1% on the next 190,000 euros of the claim
  - e. 0.5% in excess of the above.

This does not affect the possibility of Eventgoose to recover the costs actually incurred and to be incurred from the Organiser, and to use any other (legal) means such as the right to compensation for costs actually incurred.

- 5.9. The relevant documents and data from Eventgoose's administration and systems provide full evidence for the fees to be paid by the Organiser, without prejudice to the Organiser's right to provide evidence to the contrary.

- 5.10. Eventgoose is entitled to adjust its prices and rates at any time in accordance with the CBS Consumer Price Index.
- 5.11. Eventgoose is entitled but not obliged to set off outstanding claims against the Organiser against payments received by Eventgoose from Users, or to withhold fees to be paid by the Organiser from amounts to be transferred by Eventgoose as received from Users.

## **6. Refund**

- 6.1. Eventgoose can proceed to make a Refund on behalf of the Organiser. The reason for a Refund does not play a role in this.
- 6.2. In the case of a Refund, a User always receives the amount back after deduction of any transaction costs paid and the compensation agreed on by Eventgoose and the Organiser, namely the service costs.
- 6.3. To make a Refund, Eventgoose will charge the Organiser an amount of 0.25 euros excluding turnover tax (VAT) per refund of a full or partial Ticket.
- 6.4. Eventgoose will never proceed to make a Refund of its own accord and will always coordinate this with the Organiser.

## **7. Chargeback**

- 7.1. If a User orders the execution of a Chargeback relating to the purchase of one or more Ticket(s) via the Service and the Chargeback is accepted, the Organiser of the event which the Ticket relates to will carry the cost of the Chargeback. These costs consist of the costs for executing the Chargeback and the total purchase amount of one or more Tickets.
- 7.2. If a Chargeback is executed and the event for which the relevant Ticket serves as an admission ticket has not yet taken place, the amount referred to in the first paragraph of this article will be deducted from the fee the Organiser receives from Eventgoose for the sale of the other Tickets for the Organiser's event.
- 7.3. If a Chargeback is executed and the event for which the relevant Ticket serves as admission ticket has taken place, the amount referred to in the first paragraph of this article will be claimed from the Organiser of the relevant event on the basis of an invoice.
- 7.4. A User has the option to execute a Chargeback within the following period:
  - a. In the case of payment by PayPal: 120 days after the purchase.
  - b. In the case of payment by credit card: 180 days after the purchase.

## **8. Guarantees and indemnifications**

- 8.1. The User accepts that the Service only contains the functionalities and other properties as he finds them in the Service at the time of use (an "as is" basis). Eventgoose does not guarantee that the Service will be accessible at all times and without interruptions or malfunctions, nor that the Service will be provided free from errors and/or complete. Disruptions in the Service can partly, but not exclusively, occur as a result of disruptions in the Internet connection, viruses and/or errors or defects.

- 8.2. The Organiser declares that it fully and unconditionally agrees with these specifications, as well as that the Service is in accordance with its requirements and wishes and that the intended and actual use of the Service by the Organiser corresponds to what is described in these General Terms and Conditions.
- 8.3. On demand, the Organiser will indemnify Eventgoose against all damage and claims from third parties, in whatever sense, (i) by or on behalf of a User with regard to the content and/or the proper or improper fulfilment of the agreements that the Organiser and the User have with have concluded together, for example, in the event of cancellations of events, as well as the related communication from the Organiser to the User, or any other possible form of shortcoming and/or unlawful act of the Organiser towards the User; (ii) based on or arising from the allegation that any activity of Users and/or the Organiser is unlawful in any way, including but not limited to activities that violate the Purchase Agreement between the User and the Organiser, or with the terms and conditions for users of Eventgoose and/or associated agreement or these General Terms and Conditions and/or the Agreement.
- 8.4. If Eventgoose is addressed by a User or another third party, the Organiser is obliged to assist Eventgoose both in and out of court and to immediately do everything that is expected of Eventgoose in that case, including the payment of fees of legal advisors engaged by Eventgoose. If the Organiser fails to take the relevant appropriate measures, Eventgoose is entitled to do so itself, without further notice of default being required. In such a case, Eventgoose is entitled to recover all judicial and extrajudicial costs incurred by it in connection with such disputes from the Organiser.
- 8.5. Eventgoose is at all times entitled to introduce temporary solutions or software bypasses or problem-avoiding restrictions in the Service.
- 8.6. Eventgoose is not obliged to recover corrupted or lost data and/or Tickets.

## **9. Intellectual Property Rights**

- 9.1. All Intellectual Property Rights to the Service, including all underlying software and associated source codes, designs, documentation, etc., are vested exclusively in Eventgoose and/or its licensors.
- 9.2. Subject to the suspensive condition of payment of the fees as stipulated in Article 5, Eventgoose grants the Organiser a non-exclusive, non-transferable and non-sublicensable right to use the Service for use and management in the context of the Agreement and exclusively by and for the Organiser's own company or organisation.
- 9.3. The aforementioned right of use will exclusively relate to the object code of the software underlying the Service: the Organiser's and User's right of use will never extend to the source code of the relevant software.
- 9.4. If requested, the Organiser will fully cooperate with Eventgoose in an investigation to be carried out by or on behalf of Eventgoose regarding the Organiser's compliance with its obligations and restrictions on use under these General Terms and Conditions. To this end, the Organiser will grant Eventgoose or a third party engaged by Eventgoose access to its buildings and

systems on Eventgoose's demand. The costs for such an investigation are at the full expense and risk of the Organiser if the investigation shows that the Organiser has not or not fully complied with its obligations and/or restrictions on use under the General Terms and Conditions. In any other case, these costs will be shared by the Parties.

**10. Privacy**

10.1. In the light of Article 28, paragraph 3, of the General Data Protection Regulation (GDPR), Eventgoose and the Organiser agree on a processing agreement, which is attached to the Agreement and, together with these General Terms and Conditions, forms an inextricable part of it. This processing agreement offers guarantees with regard to the technical and organisational security measures in respect of the processing operations to be performed in the light of the Service, and the division of responsibility within the framework of the Service .

**11. Liability**

11.1. Eventgoose's liability for (attributable) shortcomings in the fulfilment of the Agreement, for unlawful acts or otherwise, including chargebacks and/or complaints from Users for whatever reason, is excluded. The direct or indirect damage resulting from such events is borne by the Organiser. If Eventgoose has to incur costs as a result of chargebacks and/or complaints from Users, it is authorised to set off these costs with other payments from Users for the Organiser that run via Eventgoose.

11.2. Insofar as Eventgoose's liability cannot be (fully) excluded, it is per event or a series of related events limited to compensation for the direct damage suffered by the Organiser as a result of an attributable shortcoming in the fulfilment by Eventgoose of its obligations under the Agreement, through an unlawful act or otherwise, up to the sum of what Eventgoose has received from the Organiser in terms of fees (excluding VAT) for the month prior to the loss-making event. In no event will the total compensation for direct damage amount to more than 1,000 euros. The Organiser and Eventgoose have agreed that this is a reasonable limitation of liability, as the proceeds for Eventgoose arising from the use of the Service by the Organiser are low compared to the possible proceeds the Organiser can expect from the event it will organise and for which Tickets are sold via the Service, and therefore also compared with the possible damage that may arise due to insufficient functioning of the Service. Furthermore, the functioning of the Service is not only dependent on actions or omissions by Eventgoose, but also to a large extent on external factors that Eventgoose cannot influence, such as electronic and IT infrastructures and software and server services provided by third parties.

11.3. Eventgoose's liability for indirect damage, including all damage that is not considered direct damage, including in any case consequential damage, lost or stolen Tickets, counterfeit Tickets, other misuse or unlawful acts by Users, Organisers and/or third parties, cancelled events, extra costs, damage caused



by visiting the event or damage related to it, malfunctions, maintenance, abuse, is excluded.

11.4. The exclusion and limitation of liability as referred to above do not apply if the damage is caused by wilful negligence or gross intent on the part of Eventgoose or its managerial staff.

11.5. Unless compliance by Eventgoose is permanently impossible, Eventgoose's liability for attributable failure to execute the Agreement is subject to the Organiser giving Eventgoose immediate and written notice of default, specifying a reasonable period to remedy the failure and Eventgoose continuing to fail in the fulfilment of its obligations after that term. To allow Eventgoose to respond effectively, the notice of default must contain a description of the failure that is as accurate and detailed as possible.

11.6. Every claim for compensation brought by the Organiser against Eventgoose that is not specified and explicitly announced by the Organiser becomes invalid by the mere lapse of twelve (12) months after the claim arose.

## **12. Term and termination**

12.1. The Agreement is concluded for an indefinite period of time, unless explicitly provided otherwise in the Agreement. The Agreement can be terminated at any time by either Party in writing and/or via the Service, with due observance of a notice period for two (2) months.

12.2. Eventgoose has the right to terminate the Agreement with immediate effect if the Organiser violates the Agreement and/or the General Terms and Conditions, without prejudice to Eventgoose's power to exercise any other (legal) measures, including but not limited to Eventgoose's right to recover any damage suffered and/or to be suffered from the Organiser.

12.3. Termination can be effected without notice of default being required and without Eventgoose being liable to pay the Organiser compensation.

12.4. Both parties can dissolve the Agreement on account of an imputable shortcoming in the fulfilment of the Agreement if the other party - following a fully detailed written notice of default stating a reasonable term in which the shortcoming can be remedied - fails imputably in the fulfilment of fundamental obligations arising from the Agreement.

12.5. If at the time of dissolution as referred to in the previous paragraph, the Organiser has already received performances in execution of the Agreement, these performances and the corresponding payment obligation cannot be revoked. Amounts that Eventgoose has passed on to the Organiser before the dissolution remain due in full and become immediately due and payable at the time of the dissolution.

12.6. In the event of cancellation, termination or dissolution for whatever reason, Eventgoose is entitled to immediately deny all access to the Service and to delete or render all stored data, including any Tickets inaccessible. In that case, Eventgoose will not be obliged to give Users or the Organiser a copy of this data and/or the Tickets.

12.7. The provisions which are intended to continue to apply after cancellation, dissolution or another form of termination of the Agreement will remain

unaffected following cancellation, dissolution or another form of termination of the Agreement.

- 12.8. Eventgoose is entitled to transfer its rights and obligations under the Agreement to a third party who takes over Eventgoose or the relevant business activity from the latter in the event of a merger or acquisition.

### **13. Applicable law and dispute resolution**

- 13.1. The Agreement and these General Terms and Conditions and all use of the Service are governed by the laws of the Netherlands.

- 13.2. All disputes, including disputes that are only regarded as such by one party, arising from or related to (the execution of) the Agreement, the General Terms and Conditions or any use of the Service and/or with the resulting or related agreements will be settled through mediation. If it has proven to be impossible to resolve the aforementioned dispute through mediation within sixty (60) days, the dispute will be settled by the competent court in the court district of Amsterdam. The foregoing does not affect Eventgoose's right to immediately, i.e. without first starting a mediation procedure, file a claim for compliance with a payment obligation of the Organiser before the competent court of the district of Amsterdam.

### **API right of use agreement module**

This Module supplements the General Terms and Conditions for Organisers of Eventgoose Tech B.V. and applies if the Organiser uses an API made available by Eventgoose. The provisions of the General Terms and Conditions for Organisers continue to apply in full. In the event of a conflict between the provisions of the General Terms and Conditions for Organisers and the provisions of this Module, the provisions of this Module take precedence over the provisions of the General Terms and Conditions for Organisers.

### **14. Commissioning request**

- 14.1. The Organiser can submit a request to Eventgoose to be able to use the API. Eventgoose will assess the request and may reject it without stating the reasons.

- 14.2. After accepting the request and concluding an Agreement with the Organiser, Eventgoose will give the Organiser the necessary instructions for access to the API. The Organiser obtains a unique single-use token with which the link from Eventgoose can be established without intervention.

### **15. Consent**

- 15.1. After accepting the request as referred to in Article 2, Eventgoose will grant the Organiser a non-exclusive, non-transferable and non-sublicensable right to use the API, as long as all requirements and obligations from this Module are met. This also includes the right to grant the Organiser's customers access to the API.

- 15.2. It is not permitted to use the API for the Service for any actions that:

- (a) Constitute a violation of privacy and/or the General Data Protection Regulation (GDPR).
- (b) Or to use it in a context with racist or discriminatory content.
- (c) Or to use it in a context with erotic or pornographic content.
- (d) Or to use it in a context with content that encourages hacking and such crime.
- (e) Or to use in any other way that is contrary to Dutch or other applicable laws and regulations.

15.3. Calling the API must remain within reason (fair use policy). In particular, the calls should not deviate excessively from the average. Eventgoose can temporarily limit or stop calling the API in the event of maintenance, malfunctions or cases of misuse.

15.4. The Organiser is free to present data obtained through the API at its own discretion and in a format of its choice. However, the elements of the output should be presented in the order in which they are made available through the API.

15.5. The Organiser is permitted to temporarily store (cache) the data obtained through the API, provided this is necessary to prevent unnecessary retrieval. However, the Organiser must take the usual measures to ensure this data is not outdated.

15.6. If Eventgoose establishes that the Organiser violates the above conditions, or receives a complaint about this, Eventgoose will warn the Organiser in writing. If this does not lead to an acceptable solution within a reasonable period of time, Eventgoose may restrict or deny access to the API until the violation has been resolved. In urgent or serious cases, Eventgoose can intervene without warning.

16. Eventgoose can recover the damage as a result of violations of this Module from the Organiser. The Organiser indemnifies Eventgoose against all third-party claims relating to damage as a result of a violation of these user rules.

**17. Availability and maintenance**

17.1. Eventgoose makes every effort to ensure uninterrupted availability of the API and the Service, but does not provide specific guarantees for this unless otherwise agreed on in a separate service level agreement.

17.2. Eventgoose actively maintains the API and the Service for the purpose of remedying errors and/or improving functionalities. If maintenance is expected to lead to a limitation of availability, Eventgoose will announce this at least 24 hours in advance.

17.3. The Organiser can provide feedback and suggestions but ultimately, Eventgoose decides which adjustments it will or will not make.

17.4. Maintenance in connection with emergencies can take place at any time and is not announced in advance.

- 18.** Eventgoose is available for a reasonable level of support when using the API. However, Eventgoose cannot guarantee that all problems or requests submitted by the Organiser will be dealt with or can be resolved.
- 19. Intellectual Property Rights**
- 19.1. All Intellectual Property Rights to the API, including all underlying software and associated source codes, designs, documentation, etc., are vested exclusively in Eventgoose and/or its licensors.
- 19.2. Any functionality added to the API by the Organiser is and remains the property of the Organiser (or that of its suppliers). Eventgoose B.V. has a restricted right to use this information for the Service, including for future aspects thereof. The Organiser can revoke this right of use by removing the relevant information and/or terminating the Agreement.
- 20. Fee for access to the API**
- 20.1. The Organiser will pay a fee for access to the API as further agreed on in the Agreement.
- 20.2. Invoicing and payment will be effected in a corresponding manner as stipulated in Article 5 of the General Terms and Conditions.
- 21. Changes to prices and terms and conditions**
- 21.1. Eventgoose may adjust the terms and conditions in this Module, as well as the prices, at any time in accordance with the provisions of Article 2.5 of the General Terms and Conditions.
- 22. Termination of the licence**
- 22.1. If the Agreement to use the API is terminated, all rights and licences granted to the Organiser will immediately terminate.