

## **General Terms and Conditions for Users Eventgoose Tech B.V.**

July 2021 version 1.0

Please read these terms and conditions carefully so you know your rights and obligations when using the Service (as defined below). If you make any use of the Service and/or check the box “Yes, I agree to the general terms and conditions” during the registration process, you agree to be bound by these general terms and conditions.

### **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 of Eventgoose.
2. **Service:** the service, provided by Eventgoose, enabling the User to buy one or more Tickets from the Organiser for an event organised by or on behalf of the Organiser.
3. **Eventgoose:** the private limited company Eventgoose Tech B.V., established at F.B. Deurvorststraat 43, 7071 BG Ulft, listed in the commercial register of the Chamber of Commerce under file reference number 55715796.
4. **User:** the natural person or legal entity who uses the Service.
5. **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.
6. **Purchase Agreement:** the agreement concluded between the User and the Organiser for the purchase of one or more Tickets via the Service.
7. **Organiser:** the party organising the event or instructing third parties to organise the event and which, to sell Tickets for that event, has instructed Eventgoose to mediate on its behalf in selling Tickets to Users via the Service provided by Eventgoose.
8. **Agreement:** the agreement to use the Service concluded between the User and Eventgoose, and which these General Terms and Conditions form an inextricable part of.
9. **Parties:** Eventgoose and the User.
10. **Privacy Policy:** Eventgoose’s privacy policy.
11. **Refund:** The full or partial refund of one or more Tickets purchased by the User via the Service.
12. **Ticket:** a ticket that serves as an admission ticket for the event organised by the Organiser.

### **2. Applicability**

- 2.1. These General Terms and Conditions apply to the Purchase Agreement, the Agreement, the Service, and all other (legal) acts performed between the Parties.

- 2.2. The general terms and conditions of the User 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 User 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 User 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. The conclusion of the Purchase Agreement for (and/or the reservation of) the Ticket, and all associated (legal) acts such as the sending of Tickets, takes place between the User and the Organiser, whereby the User acts as the buyer and the Organiser acts as the seller. This Purchase Agreement is concluded via the Service. Eventgoose is explicitly not a party to the Purchase Agreement, therefore no Purchase Agreement is concluded between Eventgoose and the User, nor between Eventgoose and the Organiser. Eventgoose's Service, and the Agreement that extends to its use, only serves to facilitate the conclusion of this Purchase Agreement. Eventgoose thus only acts as an intermediary between the User and the Organiser, and arranges the payment of the Tickets. The (company) details of the Organiser will be made available via the Service.
- 3.2. Eventgoose grants the User, upon conclusion of the Agreement, under the conditions of these General Terms and Conditions, the right to use the Service for the purpose of concluding a Purchase Agreement with the Organiser for the purchase of the Ticket.
- 3.3. Eventgoose and the Organiser will agree that the Purchase Agreement will be in accordance with the provisions of Article 3.4, after the User has ordered one or more Tickets via the Eventgoose Service.
- 3.4. The Purchase Agreement 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;
  - 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;
- 3.5. The Purchase Agreement is finalised if and as soon as Eventgoose has received the (authorisation for) payment by the User.
- 3.6. As soon as the Purchase Agreement is concluded, it will be confirmed to the User by e-mail.
- 3.7. If Eventgoose does not obtain (authorisation for) payment by the User, the User will receive a message at the e-mail address specified by him/her that the transaction has failed and the Purchase Agreement has not been concluded.
- 3.8. The Purchase Agreement is irrevocable. The right of withdrawal of Section 6:230o, subsection 1, of the Dutch Civil Code is explicitly not applicable, in accordance with the provisions of Section 6:230p, under e, of the Dutch Civil Code. An agreement for services related to leisure activities, if the agreement provides for a specific time or period of performance is by law excluded from the right of withdrawal.
- 3.9. The User is not permitted to use the Service in violation of the Agreement and/or applicable law. This in any case includes but is not limited to infringements of Intellectual Property Rights and/or privacy rights of Eventgoose, Users and/or third parties, hacking of the Service and other unlawful acts.
- 3.10. 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 User fails to fulfil any obligation towards Eventgoose and/or the Organiser or fails to do so in full or correctly.

#### 4. Payment

- 4.1. Without prejudice to the provisions of Article 3.1, all payments for the Ticket in the context of the Purchase Agreement will be made by the User through mediation by Eventgoose. Prices and (additional) terms and conditions of payment and/or for the relevant Event can be determined between the Organiser and the User as part of the Purchase Agreement.
- 4.2. Payments made by the User and received by Eventgoose will be passed on to the Organiser, after deduction of the fee agreed on by Eventgoose and the Organiser and subject to terms and conditions agreed on by them.
- 4.3. Eventgoose is authorised to collect fees from Users for purchased Tickets on behalf of Organisers. The fee for the Tickets cannot be paid directly to the Organiser.
- 4.4. Eventgoose will offer various payment options via the Service, the full list of which can be found on the Eventgoose website and in the Service. The availability of the various payment options may vary, depending on the agreements with the Organiser.
- 4.5. All prices include VAT and other levies.
- 4.6. All prices are in euros.
- 4.7. 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.
- 4.8. If the User does not meet his payment obligations towards Eventgoose within the set term, Eventgoose has the right, after notice of default, to transfer the claim to a third party for collection. The costs involved can be charged to the User, which 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% on the excess, with a minimum of 6,775 euros.

## **5. Refund**

- 5.1. Eventgoose can proceed to make a Refund on behalf of the Organiser. The reason for a Refund does not play a role in this.
- 5.2. 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.
- 5.3. Eventgoose will never proceed to make a Refund of its own accord and will always coordinate this with the Organiser.

## **6. Guarantees and indemnifications**

- 6.1. 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.
- 6.2. The User guarantees that all information it makes available to Eventgoose or via the Service will be truthful, correct and up to date.
- 6.3. The User indemnifies Eventgoose against all damage and claims from third parties, based on or arising from (i) the accusation that any activity of the User is unlawful in any way, including but not limited to activities that are in violation of these General Terms and Conditions and/or the Agreement.

## **7. Intellectual Property Rights**

- 7.1. 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.
- 7.2. The User only acquires the right of use arising from the Agreement and/or these General Terms and Conditions and exclusively for that intended use. The aforementioned right of use will exclusively relate to the object code of the software underlying the Service: the User's right of use will not extend to the source code of the relevant software.
- 7.3. The right to use the Service is always non-exclusive, non-transferable and non-sublicensable, and is only granted under the conditions of these General Terms and Conditions.

## **8. Privacy**

- 8.1. Eventgoose's Privacy Policy applies to the use of the Service and the processing of personal data via the Service and in the context of the Agreement. Eventgoose will process the personal data in accordance with the Privacy Policy and the General Data Protection Regulation (GDPR).
- 8.2. The parts of the Service through which Tickets can be ordered and paid for will be secured with appropriate technical and organisational measures to prevent the User's personal data from being processed carelessly and/or unlawfully. These measures will in any case comply with a level which, given the prior art, the sensitivity of the personal data and the security costs involved, is not unreasonable. Eventgoose will make every effort to take effective measures under all circumstances but cannot guarantee this.
- 8.3. Personal data is processed in the light of the purchase agreement. How Eventgoose handles Personal Data is described in our Privacy Policy. Final responsibility for the processing of personal data lies solely with the Organiser. For more information, see the respective privacy policy of the Organiser. Eventgoose, on the other hand, has made agreements with the Organiser about the processing of personal data obtained from the User via the Service. These agreements offer, among other things, guarantees with regard to the technical and organisational security measures in respect of the processing to be performed in the light of the Service, for the benefit of the Organiser. The User can also contact the Organiser with his/her requests to provide information and/or to inspect, correct or delete his/her personal data in light of the Purchase Agreement. The responsibility to comply with these

obligations rests entirely and exclusively with the Customer. If this is required for compliance with applicable privacy legislation, Eventgoose will fully cooperate to enable the Organiser to fulfil its obligations under this legislation. However, the responsibility for the fulfilment of these obligations rests with the Organiser.

- 8.4. Without the User's prior consent, Eventgoose will not disclose the Personal Data to be processed (i) to other third parties or (ii) for purposes other than for the execution of the Agreement, unless it is obliged to do so on the basis of the execution of the Agreement or on the basis of applicable law.
- 8.5. The User acknowledges and guarantees that he/she is not younger than sixteen (16). If he/she is younger than sixteen (16), the User guarantees that he/she has permission from his/her legal representatives to use the Service.

## **9. Liability**

- 9.1. Eventgoose's liability is per event or a series of related events limited to compensation for the direct damage suffered by the User 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 is left with in terms of fees paid by the User to the Organiser via the Service (including VAT). In no event will the total compensation for direct damage amount to more than 100 euros.
- 9.2. 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.
- 9.3. Eventgoose's limitation of liability ends if and insofar as the damage is the result of intent or gross negligence on the part of the Eventgoose or its managerial staff.

## **10. Term and termination**

- 10.1. The Agreement is concluded for an indefinite period of time. The Agreement can be terminated at any time by either Party in writing and/or via the Service.
- 10.2. More in particular, Eventgoose has the right to terminate the Agreement with immediate effect if the User violates the Agreement and/or the General Terms and Conditions. Eventgoose also has the right to terminate the Agreement with immediate effect if the Agreement between Eventgoose and the Organiser (prematurely) ends or ceases to exist for any reason and in any way whatsoever.
- 10.3. Termination can be effected without notice of default being required and without Eventgoose being liable to pay the User compensation.
- 10.4. 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.
- 10.5. If at the time of dissolution as referred to in the previous paragraph, the User 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 User before the dissolution remain due in full and become immediately due and payable at the time of the dissolution.
- 10.6. 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 the User a copy of this data and/or the Ticket.
- 10.7. 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.
- 10.8. 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.

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

- 11.1. Dutch law applies to the Agreement and these General Terms and Conditions and any use of the Service, unless a rule of mandatory law prescribes otherwise.
- 11.2. Insofar as not dictated otherwise by mandatory law, 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, the dispute will be settled by the competent court in the court district of Amsterdam, unless a rule of mandatory law prescribes otherwise.