

# General Conditions Paylogic Deutschland GmbH

## Article 1 Definitions

1.1 In these General Conditions the following definitions are used:

<b>Consumer</b>	The party that makes a purchase via Paylogic for an Event;
<b>General Conditions</b>	These General Conditions of Paylogic;
<b>Cancellation insurance</b>	<p>Insurance that covers the risk in case of cancelation of tickets sold through mediation by Paylogic to the Consumer on grounds of the established Agreement between the Consumer and the Organiser. This Cancellation Insurance can be bought by the Consumer at Europeesche Verzekeringen through mediation of Paylogic.</p> <p>The Cancellation Insurance is established directly between the Consumer and Europeesche Verzekeringen. Fees and costs owed by the Consumer will be charged and cashed by Paylogic on behalf of Europeesche Verzekeringen. The order number of the ticket will also serve as a policy number for the Cancellation Insurance.</p>
<b>Order number</b>	Number, linked to a certain customer/order, which is mentioned on the (purchased) ticket.
<b>Entrance fees</b>	Ticket price, without including any additional costs.

<b>Europeesche Verzekeringen</b>	The Europeesche Verzekeringen Maatschappij N.V.
<b>Events</b>	Public or private event where – by way of example, but not excluding – a presentation of an artistic and/or sporty nature is shown, among which – but not limited to – a musical, theatrical, dramatic or musical performances, a concert, show or a sports event.
<b>Location</b>	The place where the event is being held.
<b>Organiser</b>	The party, committed to, and responsible for organizing the event;
<b>Agreement</b>	The Agreement between the Organiser and the Consumer concerning the providing of services against payments in relation to an Event, which has been established through mediation of Paylogic.
<b>Paylogic</b>	The private company with limited liability Paylogic Deutschland GmbH., established statutorily in Berlin and with offices at the Münzstraße 18, 10178 Berlin.
<b>Telephone sale</b>	The sale that takes place through a phone number provided by Paylogic. This number can vary per event.
<b>Ticket</b>	The proof of admission to an event;
<b>Internet site of Paylogic</b>	All Internet sites which make use of the services and/or software of Paylogic to make the sale of Tickets possible.
<b>Store sale</b>	The Sale of Tickets via shops.

1.2 The headings above the articles of these Terms and Conditions are only for the interpretation of these articles and have no further meaning.

1.3 The present General Terms apply to all services and offers that are performed or done by Paylogic, for every Ticket order, either by phone, via Paylogic websites and through retail by the Consumer through Paylogic and any agreement. Deviations from these General Terms can only be made in writing, if it is validly signed. In that case, the all remaining provisions of these General Terms will still apply.

1.4 The Agreement is subject to the General Conditions of the Organiser as are the General Conditions for location holders. In case of conflict between these General Terms and above mentioned General Conditions, the General Terms prevail. In case of conflict between the General Conditions of the Organiser and those of the location holders, the General Conditions of the Organiser prevail. A copy of the General Conditions of the location holders or the Organiser is available on request at the specific location holders or the Organiser.

1.5 If the Consumer takes out a cancellation insurance by the Europeesche Verzekeringen via Paylogic, the general conditions of de Europeesche Verzekeringen apply. Copies of these general conditions are available on request and free of charge at Paylogic and obtainable by calling: 0900-9000500, or by consulting [www.europeesche.nl](http://www.europeesche.nl). Paylogic can in no way be held liable for the accuracy of the general conditions of de Europeesche Verzekeringen.

## **Article 2 Establishment of the Agreement**

2.1 Paylogic acts as a mediator between the Consumer and the Organiser, in offering and selling (and reservations of) Tickets, in the formation of the Agreement between Consumer and Organiser. Paylogic is explicitly not part of the Agreement which is established by purchasing a ticket. The Agreement should be in accordance with the provisions of Article 2.2 after the Consumer has placed an order for one or more tickets through Paylogic (telephone, via the website Paylogic and/or otherwise). Paylogic provides tickets for a certain event on behalf of the Organiser. The sending of Tickets through Paylogic takes place on behalf of the Organiser.

2.2 The formation method of the contract:

I. If and when the Consumer and Paylogic have determined the date of the order, the rank of the Ticket, the number of Tickets, the price of the Tickets and any additional costs, the reservation will be included in the automated reservation system of Paylogic as "preliminary";

II. Agreement is final if and when Paylogic has received the Consumer's payment (or authorisation of payment);

III. If the Agreement was established through the Paylogic website, the Agreement will be confirmed to the Consumer by e-mail;

IV. If the Agreement established by telephone, then there will be no separate written confirmation;

V. If no authorization of the payment is received by the Consumer, the Consumer will receive, either by e-mail or via regular mail, a notice of the failure of the transaction and that the realization of the Agreement has failed.

2.3 An Order is irrevocably for the Consumer. It is not possible to subject a completed Agreement to changes. Cancellation of the Agreement is only possible with a Cancellation Insurance under the terms of Europeesche Verzekeringen, as specified in the applicable Cancellation Conditions of de Europeesche Verzekeringen. Cancellations must at all times, whether or not after referral by Paylogic, be submitted to Europeesche Verzekeringen by the Consumer.

### **Article 3 Tickets**

3.1 Paylogic has different distribution channels (sales channels), including:

I. Online sales: sales through the website of the Organiser and/or Media Partner of Paylogic;

II. Telephone sales: sales via telephone number 0900 - 9000500. This number can vary per Event or Organiser. Paylogic therefore reserves the right not to accept all orders from this phone number;

III. Retail Sales: sales through shops.

3.2 The Organiser will determine which distribution channels are available for one and/or multiple Event (s).

3.3 Tickets delivered by Paylogic are and will remain the property of the Organiser and will be supplied to the Consumer by Paylogic under the condition that, without prior written permission of the Organiser and / or Paylogic the following is not allowed:

I. To sell the Tickets to third parties, or to offer the Tickets in any other manner in a commercial way, directly or indirectly to third parties;

II. To offer the Tickets in commercial manifestations - in any way - or to refer the tickets in another way;

III. If the situation as described in I. or II. occurs Paylogic and/or the Organiser will make the Tickets invalid; holders of such a Ticket will be denied access to the event, with no right to compensation.

3.4 In addition, Paylogic and/or Organiser may also impose a 'to be determined' fine on the Consumer.

3.5 Only the holder of the Ticket, who presents the Ticket first at the start of the event, can enter.

3.6 Paylogic and/or Organiser reserve the right to limit the number of reservations for Tickets. Reservations which exceed this limit will be adjusted/cancelled for the excess (above the maximum) reserved tickets.

3.7 The prices for Tickets may be higher than the price printed on the tickets by Paylogic, due to possible additional costs for reservation, payment and/or delivery. The statutory tax rates apply.

3.8 The additional reservation fee may differ based on the manner and timing of purchases. All costs are shown in the order. There are no other costs than the calculated costs shown.

3.9 Paylogic strives to send the Tickets to the Consumer before the start of the event, but at least within 7 days after receipt of full payment. If the tickets aren't received by the Consumer within 7 days, then the Consumer needs to contact Paylogic in writing (by letter or e-mail) at (customerservice@paylogic.nl). After expiry of that period, Paylogic assumes that Tickets have properly been received by the Consumer.

3.10 After receiving the Tickets, the Consumer is expected to check the Tickets. In case of a faulty delivery, e.g. in the case of incorrectly printed tickets (wrong price / location or event) the Consumer receives a new delivery at his first written request and without additional costs, provided that the Consumer returns the already delivered tickets to Paylogic. Such a request should include relevant information and relevant reasons. If the Consumer has not informed Paylogic in writing within 7 days before the event starts, Paylogic may decide not to exchange tickets.

3.11 Paylogic always reserves the right to refuse Orders from Consumers.

#### **Article 4 Payment method**

4.1 Paylogic accepts various payment methods. The full list is available on request at Paylogic. The availability of payment methods for an Order of a certain Event may vary per Event and/or distribution channel.

4.2 The websites and/or the part of the website designed to sell Tickets is secured, so that your data cannot be abused.

4.3 Paylogic has set additional safety measures for the use of payment methods. It is therefore possible that some payment methods are not available to everyone.

## **Article 5 Liability**

5.1 Paylogic cannot be regarded as Organiser of the Event and is therefore not responsible for and gives no guarantees on the (artistic) quality and content of the Event and the proceedings in or around the Location and based on this, does not accept any liability on this matter.

5.2 When and if the Event is cancelled by the Organiser or the Location Holder Paylogic will never reimburse more than the ticket price to the Consumer, if this has demonstrably been paid to Paylogic. Any additional costs paid by the Consumer for the use of Paylogic's services will not be reimbursed. Paylogic does not accept liability for any, directly or indirectly made costs and/or expenses and/or any other damages that the Consumer may suffer.

5.3 If and as far as Paylogic has transferred the amount, paid by the Consumer in respect of the delivery of Tickets for the Event, to the Organiser of the Event and the latter is not willing or able to refund the concerning amount to Paylogic in the case of cancellation of the Event, Paylogic is not obliged to refund the amount paid to Paylogic by the Consumer.

5.4 Paylogic can never be held responsible for any damages resulting from death, injury, accidents, hurt, loss, damages or theft caused by the Consumer before, during or following a visit to the Event or Location.

5.5 If and as far as Paylogic cannot fulfil (part of) its obligations to the Consumer due to force majeure, the Consumer can in no way claim any rights to compensation in this case.

5.6 Force majeure includes: war, threat of war and turmoil, obstructing measures of both domestic and foreign governments, death of one or more members of the royal family, serious calamities, fires, strikes, failure of and damage to equipment and equipment of control systems, obstruction/ strike of transportation, flood, exclusions and sabotage and any unforeseen circumstances both domestic and in foreign countries in general, as a result of which compliance with the Agreement can no longer be reasonably expected of Paylogic.

5.7 Paylogic accepts no liability for loss of or damage to Tickets by the Consumer by any cause. From the moment the Ticket is made available to the customer, the risk of loss, theft, damage or abuse of the Ticket is for the Consumer.

5.8 Paylogic is not liable for the purchase and delivery of Tickets that do not occur at/by Paylogic; Paylogic is also not liable for Agreements which, whether or not requested by the Consumer, are not entirely settled by Paylogic and in which a third party, such as a cash register at the Location, is directly or indirectly involved.

5.9 As far as liability of Paylogic excluded or limited, this also applies to the liability of the members of staff and/or assistants of Paylogic.

## **Article 6 Privacy**

6.1 Paylogic processes the Consumer's personal data in accordance with the Dutch Data Protection Law.

6.2 The data will be stored and processed in an automatic system and it will be used clarify, design or modify the Agreement to the extent necessary by Paylogic.

6.3 If the Consumer specifically gives permission, this data will be used for commercial purposes, including processing for direct marketing purposes. These processing are also performed by third parties. The Consumer has the right to oppose the processing for direct marketing purposes and commercial purposes. On the first request of the Consumer, Paylogic will immediately terminate this method of data treatment.

## **Article 7 Intellectual Property Rights**

7.1 All intellectual property rights concerning the name, logo, and any text and (advertising) music as well as the business formula in general used by Paylogic, is held by Paylogic. The Consumer is not allowed, directly or indirectly disclose and/or duplicate or otherwise use this, without prior written consent of Paylogic.

7.2 All intellectual property rights relating to the name of the Event, the Location, logos, etc. are held by either the Organiser or the original legal owners of the Event or the Location holder. The Consumer is not allowed, directly or indirectly disclose and/or duplicate or otherwise use this, without prior written consent of the involved legal owners.

## **Article 8 Rules of conduct of Organisers and Locations**

8.1 The Consumer must at all times abide to the rules in conduct of the Organiser and Location Holder in relation to the Event for which Paylogic supplies the Tickets.

8.2 Prior to the Event the Organiser, Location Holder, security personnel and/or the police are entitled to search the Consumer for the possession of unauthorized items and confiscate, once permission is granted. If the requested permission is not granted, the Organiser, security personnel and/or the police have the right to refuse this person access to the Event. Confiscated items will be returned to the owner after the Event, if possible, unless these are legally prohibited items.

8.3 At all time, the Organiser and Location Holder reserve the right to deny access to the Location to visitors who arrive after the start of the Event.

8.4 At all time, the Organiser and Location Holder reserve the right to make video and/or sound recordings of the Event. The Consumer declares that he/she is aware of and agrees with the above and renounces the right to oppose to the use of his/her portrait/likeness in the context of the publication or reproduction of these images.

### **Article 9 Modification General Terms**

9.1 Paylogic reserves the right to modify these General Terms. These modifications will be effective immediately after the new General Terms have been placed on the Paylogic website.

### **Article 10 Applicable Law and Forum**

10.1 Solely German law is applicable to this Standard Merchant Agreement.

10.2 All disputes arising from this Standard Merchant Agreement or from related (further) agreements resulting from the Standard Merchant Agreement will be in first instance for the purpose settled by a competent court in Berlin.