



General terms and conditions for organizations

Version 1.1 - Oct 2024

1. Definitions

In these General Terms and Conditions, the following terms with an initial capital letter are used, both in singular and plural. These terms are defined as follows:

1.1. **Agreement:** The agreement concluded between the Organizer and Tiqqo regarding the Services, consisting of an offer and acceptance based on these General Terms and Conditions.

1.2. **Tiqqo:** The private limited company E-asy Concepts B.V., operating under the name Tiqqo, statutorily established in Nootdorp, with business address Ambachtshof 88, 2632 BB Nootdorp, registered with the Chamber of Commerce under number 80196683.

1.3. **Organizer:** The legal entity or natural person acting in the exercise of a profession or business for organizing events and who enters into an Agreement with Tiqqo, or for whom Tiqqo performs Services.

1.4. **Platform:** The online environment developed by Tiqqo and made available to the Organizer pursuant to the Agreement, with which the Organizer can plan and promote events and sell Tickets to Users.

1.5. **Ticket(s):** Digital or physical admission tickets that are sold to the User via Tiqqo's Platform for, or in relation to, an event organized by or on behalf of the Organizer.

1.6. **User:** The natural person and/or legal entity that uses the Platform to purchase Ticket(s) from the Organizer via Tiqqo's Services and Platform for an event organized by or on behalf of the Organizer.

1.7. **Services:** All services offered by Tiqqo via the Platform and related to the Platform that Tiqqo performs for or on behalf of the Organizer, including but not limited to ticket sales, event management, and marketing tools.

1.8. **Service Fees:** The fixed or variable fee that Tiqqo charges to the User or Organizer (or a combination thereof) pursuant to the Agreement for the use of the Platform and the Services.

1.9. **Transaction Costs:** Variable fees that Tiqqo charges to the User or Organizer (or a combination thereof) in connection with the payment of the Ticket(s) via certain payment methods that involve additional costs.

1.10. General Terms and Conditions for Ticket Buyers: The general terms and conditions that apply to the legal relationship and agreement between Tiqqo and the User when purchasing Tickets and products.

1.11. Intellectual Property Rights: All intellectual property rights, including but not limited to copyrights, database rights, trade name rights, trademark rights, design rights, neighboring rights, patent rights, and related rights such as domain names and rights to know-how.

1.12. Purchase Agreement: The agreement concluded between User and Organizer for the purchase of one or more Ticket(s) via the Platform.

1.13. Chargeback: A request from a User - the holder of a credit card or international debit card - to investigate a previously made transaction in case of complaint or dispute and to refund (reverse) the debited amount.

1.14. Refund: The full or partial repayment of one or more Ticket(s) purchased via the Platform by User.

1.15. Wallet: The Organizer's digital account with Tiqqo where revenues are collected and from which payouts and settlements take place.

1.16. Chargeback: A reversal of a payment, initiated by the User's card issuer, usually as a result of the User disputing the transaction.

1.17. Settlement: The periodic reconciliation and payout of revenues and costs between Tiqqo and the Organizer.

1.18. Booking Fees: Additional costs that the Organizer can pass on to the User, on top of the ticket price and service fees.

Here's the translation of the provided markdown section into English while maintaining its format:

2. Applicability of the Agreement

2.1. These General Terms and Conditions apply in full to every offer, proposal, discussion and quotation from Tiqqo, order confirmations, Agreements, under whatever name, as well as all legal acts between Tiqqo and the Organizer.

2.2. By using the Tiqqo Platform and offering Tickets through the Platform, the Organizer agrees to these General Terms and Conditions. The Purchase Agreement is established between the User and the Organizer, with Tiqqo acting as an intermediary.



2.3. The applicability of any general terms and conditions of the Organizer is expressly excluded, unless explicitly agreed in writing with Tiqqo.

2.4. These General Terms and Conditions also apply to anyone employed by Tiqqo, anyone engaged by Tiqqo, and anyone for whose actions or omissions Tiqqo is or can be held liable.

2.5. Should any provision in these General Terms and Conditions prove to be void or be annulled, this shall not affect the validity of the remaining provisions of these General Terms and Conditions and/or the Agreement between Tiqqo and the Organizer. Tiqqo and the Organizer will consult to agree on a new provision to replace the void/annulled provision, taking into account as much as possible the purpose and intent of the original provision.

2.6. Tiqqo reserves the right to unilaterally amend these General Terms and Conditions. In case of amendment, Tiqqo will inform the Organizer via the Platform or by email, observing a period of thirty (30) days before the amendments take effect. If an Organizer does not wish to accept the amended General Terms and Conditions, they may cease using the Platform. Continued use of the Platform after the amendments take effect is considered acceptance of the amended General Terms and Conditions.

2.7. Additional terms and conditions of the Organizer may apply to the Purchase Agreement between User and Organizer. In case of conflict between the provisions of these General Terms and Conditions and the Organizer's conditions, insofar as it concerns the purchase of the Ticket, the provisions of these General Terms and Conditions shall prevail.

2.8. The Organizer is responsible for informing Users about their own additional terms and conditions, insofar as these do not conflict with these General Terms and Conditions.

3. Services & Platform

3.1. The Platform forms the core of Tiqqo's service provision, where Organizers can offer Tickets for their events to Users. Through this Platform, Tiqqo also makes additional products and services available. For all Services and the use of the Platform, Tiqqo has a best-efforts obligation, unless Parties have agreed in writing and in detail on specific performance agreements in the Agreement.

3.2. The Platform is accessible to the Organizer through access rights granted by Tiqqo. All information placed on the Platform regarding Tickets or events falls under the responsibility of the Organizer, who must verify its accuracy. Any errors in this information cannot lead to liability claims against Tiqqo by the Organizer.



3.3. The sale and/or reservation of Tickets, including all associated (legal) actions between Organizer and User, fall entirely under the responsibility of the Organizer. This responsibility remains in full force, regardless of the use of the Service and the Platform. This includes, but is not limited to, establishing the Purchase Agreement for the Ticket and its execution, such as sending Tickets to Users.

3.4. In the Purchase Agreement for Tickets, Tiqqo acts solely as a facilitator. The Platform, Tiqqo's Service, and the Agreement for its use are intended to enable the conclusion of the Purchase Agreement between Organizer and User. Tiqqo is explicitly not a party to this specific Purchase Agreement for Tickets.

3.5. In addition to the facilitating role in Ticket sales, Tiqqo provides services to both Organizers and Users for the use of the Platform. For these services, Tiqqo charges service fees: a) Users are charged service fees as part of the total Ticket price. b) Organizers are charged fees for the use of the Platform and related services.

3.6. By using the Platform, Users and Organizers agree to a service agreement with Tiqqo, which is separate from the Purchase Agreement for Tickets. This service agreement includes the conditions for using the Platform and paying the associated service fees.

3.7. The Organizer provides all information and materials that Tiqqo reasonably needs in connection with the execution of the Agreement and the use of the Platform, including, but not limited to, information about events for which the Organizer expects a peak in sales, so that Tiqqo has sufficient time to take appropriate measures to technically accommodate such sales peaks.

3.8. The Organizer declares and guarantees that all provided information and materials are correct, complete, accurate, and up-to-date and will immediately notify Tiqqo if information or materials are no longer so. The Organizer guarantees the accuracy, completeness, and reliability of the data and documents made available to Tiqqo, even if these originate from third parties, and further guarantees that such data is always lawfully in its possession.

3.9. Tiqqo provides Organizers and Users with remote access to the Platform and Services via the internet or other similar and common networks.

3.10. The use of the Platform by the Organizer and Users must at all times be in accordance with the relevant regulations and procedures established by Tiqqo, including these General Terms and Conditions.

3.11. The Organizer is responsible for the correct choice of the necessary means for using the Platform, including computer, data, or telecommunication facilities such as the internet, and their timely and complete availability.



3.12. The Organizer is responsible for the correct installation, assembly, and commissioning and for the correct settings of the Service, the Platform, equipment, software, websites, data files, and other products and materials.

3.13. The Organizer 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 Tiqqo, including the Service and the Platform, but will conform to minimum (system) requirements set and to be set by Tiqqo for the use of the Service and the Platform.

3.14. Tiqqo reserves the right to create a maximum of four (4) free Tickets for the relevant event to monitor activities on the Platform, provided that the maximum number of available Tickets for such an event is not exceeded.

4. Fair Use Policy

4.1. Tiqqo offers Organizers the ability to create guest list tickets and free tickets (hereinafter collectively referred to as "Complimentary Tickets") via the Platform without direct costs.

4.2. Complimentary Tickets are defined as: a) Tickets provided via a guest list; b) Tickets provided through a 100% discount code; c) Tickets offered as free tickets, regardless of the method of distribution.

4.3. In principle, there is no limit to the number of Complimentary Tickets an Organizer can create. However, Tiqqo reserves the right to take measures to protect the integrity and performance of the Platform.

4.4. If the number of Complimentary Tickets per Organizer account exceeds 10,000, the Organizer must contact Tiqqo for an appropriate proposal. Tiqqo reserves the right to charge additional fees in such cases, which will be determined in consultation with the Organizer.

4.5. For events where more than 50% of the issued tickets are Complimentary Tickets, the following applies: a) Tiqqo is not obligated to provide support for the Complimentary Tickets; b) Support for paid tickets remains in full effect; c) If Tiqqo's assistance is required in resolving disputes, problems, or cancellations related to these events, Tiqqo reserves the right to charge an hourly rate of €95 (excluding VAT). These costs will be invoiced to the Organizer afterwards.

4.6. Organizers can create Complimentary Tickets for their own use through guest invitations or 100% discount codes, provided this use is in accordance with the purpose and spirit of these fair use provisions.



4.7. Tiqqo reserves the right to monitor the use of Complimentary Tickets and, if necessary, take measures to prevent excessive or improper use. This may include Tiqqo imposing restrictions or additional conditions on the use of Complimentary Tickets, after prior notice to the Organizer.

4.8. These fair use provisions are designed to ensure fair and sustainable use of the Platform, prevent system overload, and ensure that Tiqqo's services remain cost-effective for all users.

4.9. Tiqqo reserves the right to modify these fair use provisions at any time, with due observance of a reasonable notice period to the Organizers.

5. Payments & Transactions

5.1. Service Fees and Transaction Costs a. Tiqqo has the right to charge service fees. These service fees are standard €0.75 excluding VAT per ticket and are, unless configured otherwise by the Organizer, charged to the User. b. Tiqqo charges transaction costs based on the chosen payment method. These costs are paid by the User as part of the order price. c. Tiqqo reserves the right to agree on different rates with Organizers. Such agreements take precedence over the standard rates mentioned in these terms. d. The Organizer has the option not to pass on the service fees to the User, but to incorporate them into the ticket prices and thus bear them themselves.

5.2. Wallet and Settlements a. Tiqqo collects all payments in the Organizer's Wallet. b. A settlement takes place weekly, whereby the Organizer receives a specification of income and costs. For the costs, the Organizer immediately receives an invoice, which is settled against the income in the Wallet. c. Tiqqo may choose to withhold a portion of the income as protection against credits and chargebacks. These withheld amounts will be paid out to the Organizer within 14 days after the event date. d. Payments of Ticket, Service, Transaction, and Booking Costs are received on a separate account of Tiqqo and transferred from there to the Organizer's Wallet, after deduction of the costs due to Tiqqo.

5.3. Refunds and Chargebacks a. The Organizer can instruct Tiqqo to cancel a ticket and refund the ticket funds. By default, the service, booking, and transaction costs are not refunded, unless the Organizer explicitly requests this. b. Tiqqo does not credit the transaction and service costs to the Organizer under any circumstances. c. When executing refunds, there must be sufficient balance in the Organizer's Wallet. If this is not the case, these payments will remain in the queue until the Organizer has replenished the balance. The Organizer is responsible for monitoring this and for communication with the User. d. In case of a chargeback where there is insufficient balance in the Wallet, a negative balance occurs. In this case, the Organizer owes Tiqqo €30 per situation, which will be invoiced separately.



5.4. User Fees for Extra Tools and Features a. There may be tools and features in the Platform that have a user fee. This is clearly indicated and these costs are included in the weekly settlement invoice.

5.5. Disputes and Payment Obligations a. In case of a dispute, complaint, or objection to the invoice, this can only be submitted within 14 days after the invoice date. b. A negative balance in the Wallet must be replenished within 14 days. If this does not happen, Tiqqo will give notice of default to the Organizer and Tiqqo is entitled to statutory interest, compensation, and all extrajudicial and judicial (collection) costs, both internal and external, that Tiqqo - in the capacity of plaintiff or defendant - has effectively incurred.

5.6. Booking Costs a. The Organizer can choose to pass on additional costs to the User in the form of Booking Costs. These costs are paid out to the Organizer at settlement and are not calculated or charged by Tiqqo.

6. Cancellation & Refunds

6.1. The Organizer is fully responsible for the cancellation of events, including all communication and settlement with Users. Tiqqo only facilitates the process via the Platform.

6.2. In case of cancellation of an event by the Organizer, the following refund policy applies: a) The ticket price will be refunded to the User. b) Service fees and transaction costs, as calculated by Tiqqo, are in no case refunded by Tiqqo. These costs cover the services already provided by Tiqqo, including the use of the Platform, ticket processing, sending emails, and other related services. c) If the Organizer chooses to refund the service fees and/or transaction costs to the User, these costs are entirely at the expense of the Organizer.

6.3. The following applies to the processing of refunds: a) Tiqqo will refund the ticket price from the Organizer's Wallet. b) If the Organizer has decided to also refund the service fees and/or transaction costs, the Organizer's Wallet must contain sufficient balance to cover this additional refund. c) If the balance in the Wallet is insufficient, Tiqqo will process as many refunds as the available balance allows. The Organizer is responsible for replenishing the balance to process remaining refunds.

6.4. The Organizer must inform Users in a timely and complete manner about: a) The cancellation of the event. b) The refund procedure. c) Which costs are and are not refunded, explicitly stating that Tiqqo's service fees and transaction costs are not refunded by default, unless the Organizer bears these costs. d) Any delays in the refund and the reason for them.

6.5. Tiqqo reserves the right to impose additional conditions on the use of the Platform by an Organizer in case of repeated or large-scale cancellations by that Organizer.



6.6. If a User requests cancellation of a Ticket, the Organizer must assess this request according to their own cancellation policy. The Organizer can instruct Tiqqo to process a refund, subject to the same conditions as for cancellation of the entire event, including the non-refunding of service fees and transaction costs by Tiqqo.

6.7. In case of force majeure situations leading to the cancellation of an event, Tiqqo will consult with the Organizer to find an appropriate solution for processing refunds. Even in these situations, Tiqqo's service fees and transaction costs remain non-refundable.

6.8. Tiqqo reserves the right, in exceptional situations and to protect the interests of Users, to independently proceed with facilitating refunds of ticket prices. This may be the case, for example, in the event of bankruptcy of the Organizer or suspicion of fraud. In these cases, service fees and transaction costs are not refunded.

6.9. The Organizer indemnifies Tiqqo against all claims from Users or third parties arising from the cancellation of events or the incorrect execution of refunds by the Organizer, including any claims related to non-refunded service fees and transaction costs.

7. Reporting

7.1. Tiqqo offers reporting capabilities to the Organizer via the Platform. These reports can be used by the Organizer for insight into Ticket sales and for marketing purposes.

7.2. The reports in the Platform are indicative in nature. In case of discrepancies, the official settlements, specifications, and invoices, as provided by Tiqqo, are always leading.

7.3. All invoicing, reporting, settlements, and other financial documentation are made available through the secure environment of the Tiqqo Platform.

7.4. The Organizer is responsible for regularly checking the available reports and financial documents on the Platform.

7.5. Tiqqo strives to provide accurate and up-to-date information in the reports, but cannot be held liable for any inaccuracies or incompleteness in the reports.

7.6. The Organizer must report any alleged inaccuracies in the reports, settlements, or invoices to Tiqqo in writing within 14 days after they are made available. After this period, the data is deemed to be correct.

7.7. The Organizer is not permitted to use the reporting functionalities of the Platform for purposes that are contrary to the law, the rights of Users, or the interests of Tiqqo.



7.8. Tiqqo reserves the right to modify, expand, or limit the reporting capabilities in the Platform at any time, taking into account the interests of the Organizer.

7.9. The Organizer acknowledges that certain reports may contain personal data of Users and commits to process this data in accordance with applicable privacy legislation and the privacy provisions included in these General Terms and Conditions.

7.10. Tiqqo may offer additional reports or analyses for a fee. The terms and costs for such additional services will be agreed separately between Tiqqo and the Organizer.

8. Availability & Maintenance

8.1. Tiqqo aims for the highest possible availability of the Platform and Services. However, Tiqqo does not guarantee uninterrupted or error-free operation of the Platform.

8.2. In case of major maintenance, malfunctions, or longer unavailability of the Platform or Services, Tiqqo will inform the Organizer in a timely manner via email or the Platform itself, insofar as this is reasonably possible.

8.3. When planning updates, server maintenance, and other work, Tiqqo will endeavor to choose a time that has minimal impact on the use of the Platform by Organizers and Users.

8.4. Tiqqo uses continuous development and deployment methods. This means that updates and improvements are implemented gradually, with the aim of ensuring high availability of the Platform and preventing large updates with significant downtime.

8.5. Tiqqo ensures adequate backups and security of data. In case of an incident that may affect the integrity, availability, or confidentiality of data, Tiqqo will inform the Organizer as soon as possible.

8.6. The Organizer acknowledges that temporary interruptions in the availability of the Platform may occur and that Tiqqo is not liable for any damage resulting from this, unless there is intent or gross negligence on the part of Tiqqo.

8.7. Tiqqo reserves the right to temporarily disable the Platform or parts thereof for maintenance, modification, or improvement. Tiqqo will schedule such disablement outside office hours as much as possible and will notify the Organizer in a timely manner of the planned disablement.

8.8. The Organizer is responsible for timely downloading and securing their own data and reports, particularly prior to announced maintenance work.



8.9. In case of unforeseen circumstances that significantly affect the availability of the Platform, Tiqqo will make all reasonable efforts to restore the service as quickly as possible.

8.10. Tiqqo reserves the right to change or supplement the technical and functional characteristics of the Platform at any time. If such changes have a significant impact on the Organizer's use of the Platform, Tiqqo will inform the Organizer in advance.

9. Termination

9.1. Tiqqo has the right to terminate the Agreement with immediate effect if the Organizer breaches the Agreement and/or the General Terms and Conditions, without a notice of default being required. This does not affect Tiqqo's right to exercise any other (legal) measures, including but not limited to the right to recover any damages suffered and/or to be suffered from the Organizer.

9.2. In case of termination as referred to in article 9.1, Tiqqo is entitled to claim compensation for costs already incurred, Services provided, and expenses Tiqqo has incurred on behalf of the Organizer.

9.3. Tiqqo has the right to dissolve or suspend the Agreement in whole or in part without judicial intervention and without a notice of default being required, if:

a) The Organizer breaches a provision of the Agreement and does not remedy this breach within 7 days after a written notice of default; b) The Organizer commits an irreparable breach of the Agreement after a written warning; c) The Organizer applies for or receives a suspension of payments; d) Bankruptcy has been filed for or pronounced on the Organizer; e) The Organizer's company is dissolved or liquidated; f) The Organizer offers a settlement to its creditors; g) A prejudgment or executory attachment is made on a substantial part of the Organizer's business assets; h) The Organizer's business or a substantial part thereof is sold to a third party.

9.4. In case of termination pursuant to article 9.3, the Organizer remains obligated to pay all outstanding amounts and any damages to Tiqqo.

9.5. Upon termination of the Agreement, for whatever reason, the Organizer's right to use the Platform and the Services expires with immediate effect.

9.6. Upon termination of the Agreement, Tiqqo will, to the extent reasonably possible, cooperate in an orderly transfer of data to the Organizer or a third party designated by the Organizer, against payment of Tiqqo's applicable rates.



9.7. Provisions that by their nature are intended to continue even after termination of the Agreement remain in full force. This includes, but is not limited to, provisions regarding liability, intellectual property rights, and confidentiality.

9.8. Tiqqo's right to terminate the Agreement does not affect Tiqqo's right to demand compliance with the Agreement and/or claim damages.

9.9. In case of termination of the Agreement, Tiqqo will grant the Organizer a reasonable period to complete any ongoing events, unless immediate termination is necessary to protect the interests of Tiqqo or Users.

10. Liability

10.1. Tiqqo is only liable for direct damage resulting from avoidable errors in the execution of the Agreement, except in cases of intent or gross negligence on the part of Tiqqo. The Organizer is at all times responsible for checking and verifying all information before publishing or using it.

10.2. Tiqqo is in no case liable for indirect damage, consequential damage, lost profits, missed savings, reduced goodwill, damage due to business interruption, damage as a result of claims from the Organizer's customers, mutilation or loss of data.

10.3. If Tiqqo should be liable for any damage, then Tiqqo's liability is limited to the amount that Tiqqo's insurer pays out in the relevant case. If the insurer does not pay out, the liability is limited to an amount that is reasonable and fair in relation to the agreed price, with a maximum as specified in article 10.8.

10.4. Tiqqo is not liable for damage caused by errors or negligence of the Organizer, its personnel, third parties or suppliers engaged by the Organizer, or incorrect or incomplete information provided by the Organizer.

10.5. Tiqqo reserves the right to offset any damages owed to the Organizer against outstanding invoices of the Organizer.

10.6. The Organizer indemnifies Tiqqo against all claims from third parties, including but not limited to Users, related to or arising from the use of the Platform or the Services by the Organizer.

10.7. The limitations of liability included in these General Terms and Conditions also apply for the benefit of all (legal) persons that Tiqqo uses in the execution of the Agreement, including but not limited to employees and engaged third parties.



10.8. The total liability of Tiqqo, on whatever grounds, is at all times limited to the amount that Tiqqo has received from the Organizer under the Agreement, with an absolute maximum of € 30,000 (thirty thousand euros) per event or series of related events.

10.9. Any claim for compensation against Tiqqo expires by the mere lapse of twelve (12) months after the claim arose, unless the Organizer has instituted legal action for compensation of the damage before the expiry of that period.

10.10. The limitations and exclusions of liability included in this article do not apply if and insofar as the damage is the result of intent or deliberate recklessness of Tiqqo or its managers.

10.11. The use of the Platform and the Services by the Organizer is entirely at their own expense and risk. Tiqqo accepts no liability for the use that the Organizer makes of the Platform and the Services.

11. Force Majeure

11.1. Force majeure is defined as any circumstance independent of Tiqqo's will that prevents the fulfillment of its obligations towards the Organizer in whole or in part, or whereby the fulfillment of such obligations cannot reasonably be expected from Tiqqo.

11.2. Force majeure situations include, but are not limited to: a) (Internet) disruptions or failure of telecommunication services b) Fire, flood, natural disasters, or extreme weather conditions c) Power outages or disruptions in energy supply d) Strikes or labor disputes e) Workplace disturbances f) Illness of staff or unexpected staff shortages g) War, whether officially declared or not h) Terrorism or terrorist threats i) Embargoes or trade restrictions j) Blockades or transportation restrictions k) Legal restrictions or government measures l) Riots or civil unrest m) Cyber attacks or other forms of digital disruption n) Pandemics or epidemics

11.3. In the event of force majeure, Tiqqo is entitled to suspend the fulfillment of its obligations or a part thereof, and the Organizer cannot demand performance or compensation.

11.4. If the force majeure situation has lasted longer than 30 days, both parties have the right to terminate the agreement in writing with immediate effect, without any obligation to pay compensation arising.

11.5. To the extent that Tiqqo has already partially fulfilled its obligations under the agreement at the time of the occurrence of the force majeure situation or will be able to fulfill them, Tiqqo is entitled to invoice the part already fulfilled or to be fulfilled separately.



12. Intellectual Property Rights

12.1. All intellectual property rights relating to the Platform, the Services, and all associated materials, including but not limited to software, logos, trademarks, images, texts, designs, documentation, and other content, rest exclusively with Tiqqo or its licensors.

12.2. Nothing in these General Terms and Conditions or in the Agreement is intended to transfer any intellectual property right to the Organizer. The Organizer only acquires a limited, non-exclusive, non-transferable right to use the Platform and the Services for the purposes described in these General Terms and Conditions and the Agreement.

12.3. The Organizer is not permitted to copy, modify, reproduce, make public, sell, rent, license, or exploit in any other way any material on which Tiqqo's intellectual property rights rest without prior written permission from Tiqqo.

13. Privacy & Data Protection

13.1. Tiqqo and the Organizer will comply with all applicable privacy and data protection laws and regulations in the performance of the Agreement and use of the Platform, including but not limited to the General Data Protection Regulation (GDPR).

13.2. Responsibilities of the Organizer: a) The Organizer is the data controller within the meaning of the GDPR and determines which personal data is collected and how it is processed. b) The Organizer is responsible for informing Users about the processing of their personal data, including any transfer to sub-processors. c) The Organizer must ensure that they have a valid legal basis for processing Users' personal data. d) The Organizer is responsible for including sub-processors in their own terms and conditions and informing Users about this.

13.3. Processing by Tiqqo: a) Tiqqo acts as a processor within the meaning of the GDPR and processes personal data only on behalf of the Organizer. b) Tiqqo collects and processes the following basic information from Users: first name, last name, and email address. c) This data is used solely for communication and processing of orders, tickets, and related services. d) Tiqqo will not use or further process this data for other purposes unless legally required.

13.4. Security: Tiqqo takes appropriate technical and organizational measures to protect Users' personal data against unauthorized or unlawful processing and accidental loss, destruction, or damage.

13.5. Rights of Users: a) Users have the right to request access to, correction, or deletion of their personal data. b) These rights may be exercised to the extent that they do not conflict with Tiqqo's or the Organizer's



legal obligations or legitimate interests. c) Users' requests regarding their rights should be directed initially to the Organizer as the data controller.

13.6. Data Breach Notification: a) In the event of a data breach involving Users' personal data, Tiqqo will inform the Organizer as soon as possible. b) The Organizer is responsible for reporting data breaches to the Data Protection Authority and, if necessary, to the affected Users.

13.7. Data Processing Agreement: If required under the GDPR, Tiqqo and the Organizer will enter into a separate data processing agreement outlining the details of the data processing.

13.8. Privacy Policy: For more detailed information on the processing of personal data, Tiqqo refers to its Privacy Policy, which can be found on the Platform. The Privacy Policy is an integral part of these General Terms and Conditions.

13.9. Audits: The Organizer has the right, at its own expense and after prior written notice, to have compliance by Tiqqo with the obligations mentioned in this article audited by an independent third party.

13.10. Retention Periods: Tiqqo will not retain personal data longer than necessary for the purposes for which it was collected, unless a longer retention period is required or permitted by law.

14. Retention Period and Termination

14.1. The Organizer may terminate the Agreement at any time by providing written notice to Tiqqo. The termination becomes effective on the date specified in the notice, or if no date is specified, on the date Tiqqo receives the notice.

14.2. After termination of the Agreement, for any reason, Tiqqo is entitled to retain all data related to the Organizer and their use of the Platform for a period of seven (7) years. This retention is solely for archival purposes and to comply with legal obligations.

14.3. The Organizer will have access to the Platform and support from Tiqqo for sixty (60) days following the termination of the Agreement, solely for the purpose of downloading relevant information and customer data. After this sixty-day period, the Organizer's access to the Platform will be permanently blocked.

14.4. During the sixty-day period mentioned in article 14.3, all obligations of the Organizer, as laid out in these General Terms and Conditions, remain fully in force.

14.5. After the expiration of the sixty-day period mentioned in article 14.3, Tiqqo is entitled to delete all data of the Organizer that remains on the Platform, without owing any compensation to the Organizer.



14.6. Termination of the Agreement, for any reason, does not affect the rights and obligations intended to survive termination, including but not limited to provisions concerning intellectual property rights, liability, and confidentiality.

15. Applicable Law and Disputes

15.1. These General Terms and Conditions, the Agreement, and the use of the Platform are governed exclusively by Dutch law.

15.2. Dispute Resolution: a) The parties will endeavor to resolve any disputes arising from or related to these General Terms and Conditions or the Agreement through mutual consultation. b) If the parties are unable to resolve a dispute through mutual consultation, they will attempt to resolve the dispute through mediation in accordance with the regulations of the Foundation for the Resolution of Automation Disputes in The Hague. c) If it proves impossible to resolve a dispute through mediation, the dispute will be submitted to the competent court in the district where Tiqqo is located.

15.3. Exceptions: a) The provisions of this article do not affect the User's ability to submit a dispute to the competent legal authorities. b) The provisions of this article do not affect the applicability of mandatory provisions regarding the competent court.

15.4. Notwithstanding the provisions in articles 15.2 and 15.3, Tiqqo is entitled to submit a dispute to the competent court in the district where the Organizer is located.

15.5. The Organizer waives the right to invoke the nullity or voidability of these General Terms and Conditions or the Agreement on the grounds that they were concluded electronically.

15.6. In the event of any conflict between the Dutch text of these General Terms and Conditions and translations thereof, the Dutch text shall prevail.

