



General terms and conditions User / Ticket buyer

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Definitions

1. General terms and conditions The general terms and conditions included in this document
2. Tiqqo The private company E-asy Concepts BV Trading under the trade name Tiqqo, located at Ambachtshof 88, Nootdorp.
3. Organizer: The legal entity or natural person who organizes an event and uses the Tiqqo Platform for the sale of Tickets and products to Users.
4. User The natural person or legal entity who visits and/or uses the Tiqqo Platform to purchase Tickets or other Products for an event organised by an Organiser.
5. Platform The online environment, offered by Tiqqo, that enables Organizers to manage their events and sell Tickets and products, and on which Users can purchase Tickets for these events. Services All functionalities and services that Tiqqo offers to Organizers and Users via the Platform, including but not limited to ticket sales, event management marketing tools and customer support.
6. Ticket A digital proof that entitles you to access a specific event, organised by an Organiser and sold via the Tiqqo Platform.
7. Products All items offered for sale through the Tiqqo Platform, including Tickets and any additional goods or services related to the event.

8. Purchase AgreementThe agreement concluded between the User and the Organizer when the User purchases a Ticket or other Product via the Tiqqo Platform, whereby Tiqqo acts as an intermediary and not as a party to this agreement.

Applicability of the agreement

1. These General Terms and Conditions apply to all services and offers of Tiqqo, in particular to the use of the Platform, the Services and all (legal) acts performed between Tiqqo, Organizers and Users.
2. By using the Tiqqo Platform and ordering a Ticket, the User agrees to these Terms and Conditions. The Purchase Agreement is concluded between the User and the Organizer of the event, with Tiqqo acting as an intermediary.
3. The Purchase Agreement between User and Organizer may be subject to additional conditions of the Organizer. In the event of a conflict between the provisions of these General Terms and Conditions and the conditions of the Organizer, insofar as it concerns the purchase of the Ticket, the provisions of these General Terms and Conditions shall prevail.
4. The applicability of any other general terms and conditions, regardless of whether they are used by the User or another third party, is expressly rejected.
5. Tiqqo reserves the right to unilaterally amend these Terms and Conditions. In the event of amendments, Tiqqo will inform Users and Organisers of this via the Platform or by e-mail, with due observance of a period of thirty (30) days before the amendments come into effect. If a User or Organiser does not wish to accept the amended Terms and Conditions, they may discontinue use of the Platform. Continued use of the Platform after the amendments come into effect shall be deemed acceptance of the amended Terms and Conditions.
6. If a provision of these General Terms and Conditions proves to be null and void or is annulled, this will not affect the validity of the entire General Terms and Conditions. In such a case, Tiqqo will establish (a) new provision(s) in replacement, which will give effect to the intention of the original provision as much as legally possible.
7. These General Terms and Conditions also apply to anyone who works at Tiqqo, is engaged by Tiqqo, or for whose actions or omissions Tiqqo is or may be liable.



Purchase agreement

1. Establishment of Agreement
 - 1.1. By purchasing the Ticket and paying the Ticket price, the Purchase Agreement is concluded between the User and the Organizer.
 - 1.2. Tiqqo is expressly not a party to this Purchase Agreement, but only facilitates its conclusion via the Platform.
2. Role of Tiqqo
 - 2.1. Tiqqo acts as an intermediary between User and Organizer and arranges the payment of the Tickets.
 - 2.2. Tiqqo delivers the Ticket to the User on behalf of the Organizer.
3. The Ticket
 - 3.1. Tickets are issued electronically and contain a unique code for access control.
 - 3.2. The User is responsible for providing correct contact information for the delivery of the Ticket.
4. Ownership and Use of Tickets
 - 4.1. Tickets remain the property of the Organizer.
 - 4.2. It is not permitted, without the permission of the Organizer, to: a) Resell or otherwise provide Tickets to third parties; b) Offer or refer to Tickets in commercial communications.
5. Invalidation
 - 5.1. In the event of any action contrary to these terms and conditions, Tiqqo and/or the Organizer may invalidate the Tickets, without any right to compensation.
6. Ticket Number Limit
 - 6.1. Tiqqo and/or the Organizer reserve the right to set a maximum number of Tickets that can be ordered.

Price and payment

1. Composition Ticket Price
 - 1.1. The total price of a Ticket consists of the following components: a) The Entrance Fee: the basic amount determined by the Organizer b) Service costs: costs for the services provided by Tiqqo c) Transaction costs: costs related to the chosen payment method
 - 1.2. All prices include the applicable VAT rate, unless stated otherwise.



- 1.3. When placing an order, all price components are clearly and transparently displayed to the User.
2. Payment Methods
 - 2.1. The payment methods accepted by Tiqqo are listed on the Platform.
 - 2.2. Transaction fees may vary per payment method. These differences are clearly indicated prior to payment.
 - 2.3. Available payment methods may vary per event depending on the Organizer's preferences.
3. Price Changes and Errors
 - 3.1. Organizers have the right to adjust the prices of Tickets at any time.
 - 3.2. Tiqqo is not liable for interim price changes implemented by Organizers.
 - 3.3. In the event of obvious spelling or typographical errors in the price indication on the Platform, the User cannot hold Tiqqo to prices that the User should reasonably have understood were incorrect.
4. Payment terms
 - 4.1. Payment must be made immediately upon purchase of the Ticket via the payment methods offered on the Platform.
 - 4.2. A ticket is only valid after full payment of the total price.
5. Refund Policy
 - 5.1. Once purchased, Tickets cannot be returned to Tiqqo. Organizer is responsible for return policy and processing credits in case of cancellation of an event.
 - 5.2. In case of cancellation of the event by the Organizer, the refund process will be conducted according to the policy of the respective Organizer, with Tiqqo acting as a mediator.
6. Currency
 - 6.1. All prices on the Platform are displayed in the currency chosen by the Organizer for the relevant event.
 - 6.2. Where applicable, exchange rates are clearly stated.

Liability



1. Limitation of Liability

- 1.1. Tiqqo cannot be regarded as an Event Organizer and is not responsible for the organization, content or quality of events for which Tickets are sold via the Platform.
- 1.2. Except in cases of intent or gross negligence on the part of Tiqqo, Tiqqo shall not be liable to the User for any damage resulting from the use of the Platform, the performance of the Purchase Agreement between User and Organizer, or attending events.
- 1.3. Tiqqo's total cumulative liability per event or series of related events is limited to the amount of compensation Tiqqo has received for the relevant transaction, with a maximum of €500 (one hundred euros).

2. Disclaimer

- 2.1. Tiqqo shall in no event be liable for indirect damages, including but not limited to loss of profits, loss of goodwill, loss of data, lost savings, damage due to business interruption, or consequential damages.
- 2.2. Tiqqo accepts no liability for: a) Loss, theft, damage or misuse of Tickets b) Counterfeit Tickets or other misuse by Users, Organizers or third parties c) Cancelled events d) Damage caused by attending events e) Disruptions or maintenance of the Platform

3. Force majeure

- 3.1. Tiqqo is not liable for the failure or untimely fulfillment of obligations due to force majeure.
- 3.2. Force majeure is understood to mean, in addition to what is understood in law and case law, all external causes, foreseen or unforeseen, over which Tiqqo has no influence, but which prevent Tiqqo from fulfilling its obligations. This includes, but is not limited to: a) Measures by any government agency b) Disruption of the internet, computer network or telecommunication facilities c) Extreme weather conditions d) Fire, flooding, natural disasters e) War, terrorism, riot, strike

4. Organizer Liability

- 4.1. The Organizer is fully responsible and liable for the organization and execution of the event, including but not limited to the (artistic) quality, safety, and compliance with laws and regulations.
- 4.2. Any complaints or claims regarding the event should be addressed directly to the Organizer.



5. Statute of limitations
 - 5.1. Any claim against Tiqqo shall lapse after a period of 12 months from the date on which the claim arose.
6. Disclaimer
 - 6.1. The User indemnifies Tiqqo against all claims from third parties, including but not limited to other Users and Organizers, related to the User's use of the Platform.
7. Restriction will be lifted
 - 7.1. The above-mentioned limitations of liability shall lapse if and to the extent that the damage is the result of intent or deliberate recklessness on the part of Tiqqo or its management staff.

Privacy and Data Protection

1. Responsibility of the Organizer
 - 1.1. The Organizer determines which data is collected and how it is processed.
 - 1.2. The Organizer is responsible for including subprocessors in their terms and conditions and informing Users about them.
2. Data collection by Tiqqo
 - 2.1. Tiqqo collects and processes the following basic information from Users: a) First name b) Last name c) Email address
 - 2.2. This data will only be used for communicating and processing orders, tickets and related services.
 - 2.3. Tiqqo will not use or process this data for other purposes.
3. Data protection
 - 3.1. Tiqqo takes appropriate technical and organizational measures to protect the personal data of Users against unauthorized or unlawful processing and against accidental loss, destruction or damage.
4. User Rights
 - 4.1. Users have the right to request access to, correction or deletion of their personal data, insofar as this does not conflict with legal obligations or legitimate interests of Tiqqo or the Organizer.
5. Privacy Policy



- 5.1. For more detailed information about the processing of personal data, Tiqqo refers to its Privacy Policy, which can be found on the Platform.

Cancellation of events

1. Responsibility of the Organizer
 - 1.1. The Organizer is fully responsible for the cancellation of events and all communications regarding this with the Users.
 - 1.2. For any questions or complaints regarding cancellations, the User should contact the Organizer directly.
2. Role of Tiqqo
 - 2.1. Tiqqo acts solely as a service provider and will only credit Tickets at the express request and on behalf of the Organizer.
 - 2.2. Tiqqo is not responsible for the cancellation policy of the Organizer.
3. Reimbursement of costs
 - 3.1. In case of cancellation, the Service Fees and Transaction Fees charged by Tiqqo will not be reimbursed.
 - 3.2. Any refund will only concern the Ticket Price, unless the Organizer determines otherwise.
4. Applicable conditions
 - 4.1. The general terms and conditions of the Organizer apply to the cancellation of events.
 - 4.2. Users are advised to consult the Organizer's terms and conditions for specific details regarding cancellation policies.

Intellectual Property Rights

1. Ownership of Content
 - 1.1. All intellectual property rights relating to the Tiqqo Platform, including but not limited to software, designs, logos and other visual elements, are owned by Tiqqo or its licensors.
2. Communication Tools and Assets



2.1. The intellectual property rights to all communication tools supplied by Tiqqo, including but not limited to: a) Logos b) Imagery c) Other visual assets remain with Tiqqo at all times.

3. Use by Users

3.1. Users are granted a limited, non-exclusive, non-transferable right to use the assets provided by Tiqqo solely for the purpose for which they were provided.

3.2. Users are not permitted to modify, copy, distribute or use Tiqqo's intellectual property rights for any purpose not expressly permitted by Tiqqo.

4. Infringement

4.1. Any infringement of Tiqqo's intellectual property rights may result in legal action and/or termination of access to the Platform.

5. Third Party Licenses

5.1. If certain elements of the Platform are subject to third party licenses, Tiqqo will inform the User thereof and ensure that the User complies with the terms of such licenses.



Applicable Law and Disputes

1. Applicable Law
 - 1.1. These General Terms and Conditions, the Agreement and the use of the Platform are exclusively governed by Dutch law.
2. Dispute resolution
 - 2.1. The parties will make every effort to resolve any disputes by mutual agreement.
 - 2.2. If the parties are unable to resolve a dispute by mutual agreement, they will attempt to resolve the dispute through mediation in accordance with the regulations of the Stichting Geschillenoplossing Automatisering in The Hague.
3. Competent court
 - 3.1. If it has proven impossible to resolve a dispute through mediation, the dispute will be submitted to the competent court in the district where Tiqqo is established.
4. Exceptions
 - 4.1. The provisions of this article shall not affect the User's ability to submit a dispute to the competent legal authorities.
 - 4.2. The provisions of this Article shall not affect the applicability of mandatory provisions regarding the competent court.

