

General ticket terms and conditions Incheckstysteem

1. Definitions.

In these general ticket terms and conditions, the following definitions apply:

- **Incheckstysteem:** The entity that offers its ticket sale service to the User under the name “Incheckstysteem”, henceforth be known as Incheckstysteem, located at Transistorstraat 58b, 1322CG, Almere, registered with the Chamber of Commerce under registration number 96762519.
- **Client:** The organizer acting in the course of a profession or business for the purpose of organizing events.
- **Ticketservice platform:** The Software as a Service (SaaS) application developed by Incheckstysteem, through which the User can purchase Ticket(s) from Incheckstysteem, acting as an intermediary for the Client.
- **Agreement:** The agreement concluded between the Client and Incheckstysteem regarding the use of the Ticketservice platform.
- **Ticket(s):** The admission ticket to an event organized by or on behalf of the Client, sold to the user by Incheckstysteem through the Ticketservice platform.
- **User:** The natural and/or legal person who, by using the Ticketservice platform, purchases Ticket(s) from Incheckstysteem for an event organized by or on behalf of the Client.

2. Applicability of these general ticket terms and conditions

2.1 These general ticket terms and conditions apply to the use of the Ticketservice platform for the purchase of Ticket(s), whereby an agreement at a distance is established directly and once between Incheckstysteem and the User. When a User purchases a ticket via the Ticketservice platform of the User, a distance agreement is formed between the User and Incheckstysteem. There is no direct contractual relationship between the User and the User.

2.2 The applicability of any other general terms and conditions, whether used by the User or any other third party, is expressly rejected.

2.3 Incheckstysteem may amend these general ticket terms and conditions at any time. The amended general ticket terms and conditions shall apply as soon as they are made available within the Ticketservice platform.

3. Use of the account in the Ticketservice platform

3.1 The Ticketservice platform requires a user account for the User to purchase a ticket, and various personal details must be provided. To create a user account, the following information from the User is required:

- a) First name;
- b) Last name;
- c) Email address.

3.2 The User must meet the following minimum requirements:

- d) A User must have an account on the platform;
- e) A User must be reachable by email.

3.3 The User is responsible for the accuracy of the information in their user account.

3.4 In all circumstances and at all times, Inchecksystem is entitled to refuse to process a purchase of a Ticket via the Ticketservice platform or to fulfill it under different conditions.

3.5 The User is responsible for the use of their username and password for their user account. Inchecksystem recommends that the User uses a unique password and stores it securely and confidentially.

3.6 The User may not allow others to use their personal account. Inchecksystem is not responsible for unauthorized use of the user account.

3.7 By purchasing Ticket(s), the User agrees to act in accordance with these general ticket terms and conditions.

3.9 Inchecksystem is not liable for late or unclear transmission of information or manifest typographical errors, regardless of the party to whom the information pertains or to whom it is provided.

3.10 Inchecksystem may take any measures it deems necessary, including but not limited to blocking or deleting the user account or blocking the sale and/or purchase of ticket(s) in the Ticketservice platform. Specifically, access to the user account may be denied or restricted based on the User's commercial history and behavior on the Ticketservice platform, all at the discretion of Inchecksystem.

4. The Ticketservice platform

4.1 The Ticket is an admission pass to an event organized by the Client and offered to the User by Inchecksystem through the Ticketservice platform. The User of the Ticketservice platform enters into a distance contract with Inchecksystem for the purchase of Ticket(s) as referred to in Article 6:230g BW et seq. Inchecksystem reserves the right to amend this distance contract.

4.2 The selling price of the Ticket(s) is made known to the User on the Ticketservice platform. The User, upon purchasing the Ticket(s), is obligated to pay the selling price amount plus any service charges per ticket to Inchecksystem. The User can make online payments for the Ticket(s) using the provided payment methods. Transaction fees for the purchase of Ticket(s) are specified on the Ticketservice platform. Inchecksystem reserves the right to adjust prices and fees over time.

4.3 After payment of the selling price, the User will receive the Ticket(s) via email.

4.4 The User is responsible for keeping themselves informed about the event for which the Ticket(s) have been purchased. Inchecksystem is not liable for changes, postponements, or cancellations of the Client's event. In the event of changes, the User must seek any compensation directly from the Client.

4.5 The purchase of the Ticket(s) results in the conclusion of a final distance contract between the User and Inchecksystem. Due to the nature of the service, it is not possible to revoke the distance purchase of the Ticket(s). By accepting these general ticket terms and conditions, the consumer explicitly agrees in advance that the digital content of the Ticket(s) will be made available immediately and that the User waives their right to revoke the purchase.

4.6 Inchecksystem receives personal data from the User via the Ticketservice platform. During the use of the Ticketservice, the following personal data of the User will be collected:

- a) First name and last name;
- b) Street and number, postal code, city, and country;
- c) Email address;
- d) Phone number;
- e) IP address of the internet connection resolved by the used device;
- f) Information collected through cookies;
- g) Other information from the user account;
- h) Behavior on websites.

4.6 The purpose of processing personal data for Inchecksystem is to provide Ticket(s) to Users. The legal basis used for this purpose is the User's consent, the performance of the Agreement, and/or the necessity of processing for the legitimate interests of Inchecksystem. The purpose of processing personal data is to identify the User and enable a distance purchase with the User. How Inchecksystem achieves this is through the Ticketservice platform, allowing the User to utilize the Ticketservice platform. Other purposes include improving the Ticketservice platform and the ability to contact the User. Inchecksystem and the Opdrachtgever are characterized as individual data controllers.

5. License for the use of the Ticketservice platform

5.1 Under these general ticket terms and conditions, Inchecksystem grants the User a revocable, non-exclusive, non-transferable, limited license to use the Ticketservice platform.

5.2 The use of the Ticketservice platform is strictly personal, and the User may not share the Ticketservice platform with a third party without the prior written consent of Inchecksystem. The User is prohibited from any misuse of the Ticketservice platform. The information provided by the User on the Ticketservice platform shall not violate any laws and regulations. The User shall not falsely impersonate another natural person.

5.3 Inchecksystem reserves the right to modify, suspend, or interrupt the Ticketservice platform or any other service for maintenance or to terminate it, temporarily or permanently, without any liability to the User.

6. Data protection

6.1 Regarding the processing of personal data via the Ticketservice platform, Inchecksystem is the individual data controller. Both the Client and Inchecksystem individually influence the purpose and means of processing personal data. Personal data is processed through the Ticketservice platform, with the User being the data subject.

Personal

data is processed exclusively in accordance with applicable privacy laws and regulations, including the General Data Protection Regulation ("GDPR"). The Ticketservice platform processes personal data solely on behalf of and in accordance with the instructions of the data controller.

6.2 These general ticket terms and conditions apply to the processing of personal data that identifies the User or by which the User can be identified. The Ticketservice platform processes personal data when requested by the User, and personal data may also be collected automatically.

6.3 Inchecksystem has implemented appropriate technical and organizational measures to protect personal data against loss or any form of unlawful processing.

6.4 Any transfer of personal data to a third country outside the European Economic Area ("EEA") or to an international organization outside the EEA shall only occur if an adequate level of protection has been agreed upon.

6.5 Personal data is retained by Inchecksystem for as long as necessary to achieve the purposes of processing.

7. Intellectual property

7.1 All intellectual property rights related to the Ticketservice platform, including but not limited to source codes, websites, portal data files, trademarks, designs, and copyrights related to the graphical user interface, are exclusively owned by Inchecksystem. Except as explicitly stated in these general ticket terms and conditions, no other rights or licenses regarding intellectual property rights are granted or implied.

7.2 Inchecksystem has implemented technical measures to protect the Ticketservice platform. The User is not allowed to remove or circumvent such technical measures or cause them to be removed or circumvented. In the event of removal or circumvention of technical measures, this will result in the immediate suspension of the use of the Ticketservice platform, notwithstanding Inchecksystem's right to claim full compensation for damages.

8. Liability

8.1 Inchecksystem shall not be liable to the User for any damages resulting from the use of the Ticketservice platform, the execution of the Ticket Agreement, any action of Inchecksystem (except in cases of intentional misconduct, gross negligence, or willful recklessness), any implied warranty, any condition or other term, processing of personal data, breach of an obligation of the Client as an individual data controller, any loss of profits, indirect damages, or other damages (whether caused by negligence of Inchecksystem, its employees, or agents, or otherwise) and/or the use or misuse of the user account related to the use of the Ticketservice platform.

8.2 In cases where Incheckstysteem is liable to the User for any damage or loss, the total cumulative liability of Incheckstysteem under these general ticket terms and conditions shall not exceed EUR 500 (five hundred Euros).

8.3 The User expressly acknowledges and agrees that the use of the Ticketservice platform is at the User's own risk. To the extent permitted under Dutch law, the Ticketservice platform is provided "AS IS," with all faults and without any form of warranty.

8.4 Incheckstysteem is entitled to disable or restrict the use of the Ticketservice platform without prior notice and without the need to provide a reason, and no right to compensation against the User shall arise as a result.

Article 9. Applicable Law and Disputes

9.1 These general ticket terms and conditions shall be exclusively governed by Dutch law. Any disputes arising out of or in connection with these general ticket terms and conditions shall be submitted exclusively to the competent courts in Amsterdam.

Article 10. Contact Information

10.1 If the User has any questions regarding these general ticket terms and conditions, please contact Incheckstysteem at Incheckstysteem Transistorstraat 58b, Almere, Netherlands, Phone: (+31) 036 260 2000, Email: info@incheckstysteem.nl.