

General Conditions Paylogic USA, INC.

Article 1 General

1. In these General Conditions the following definitions are used:

Agreement	The Agreement between Organiser and Consumer
Consumer	The party that makes a purchase via Paylogic for an Event;
General Conditions	These General Conditions of Paylogic;
Booking Protect	<p>Supplier of refund protection against risk of cancellation of tickets sold through mediation by Paylogic to the consumer by Organiser. The refund protection can be bought</p> <p>Refund protection that covers the risk in case of cancellation by Consumer of tickets sold through mediation by Paylogic to the Consumer based on the established Agreement between the Consumer and the Organiser. The refund protection can be bought by the Consumer directly with Booking Protect through mediation of Paylogic.</p> <p>Fees and costs owed by the Consumer will be charged and cashed by Paylogic on behalf of Booking Protect, such under the conditions of Booking Protect, which can be found here: https://documents.insure-hub.net/paylogic/booking-refund-protecti-on-terms-and-conditions-2015-12.pdf The order number of the ticket will also serve as registration number for the refund Protection.</p>
Order number	Number, linked to a certain customer/order, which is mentioned on the (purchased) ticket.
Entrance fees	Ticket price, excluding any additional costs.

Event	Public or private Event where – by way of example, but not limited to – a presentation of an artistic and/or sporty nature is shown, including – but not limited to – musical, theatrical, dramatic or musical performances, a concert, show or a sports Event.
Location	The place where the Event is being held.
Organiser	The party, committed to, and responsible for organizing the Event;
Agreement	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.
Paylogic	The legal entity Paylogic USA, INC. a company registered in the United States of America under company number 6180126 whose registered office is at 874 Walker Road, Suite C, City of Dover 19904, County of Kent, State of Delaware, the United States of America (also referred to “we” or “us”);
Telephone sales	Sales that are conducted by use of a telephone number provided by Paylogic. This telephone number may vary per Event;
Ticket	The proof of admission to an Event;
Internet site of Paylogic	All Internet sites which make use of the services and/or software of Paylogic to make the sale of Tickets possible.
Store sales	Retail sales of Tickets through physical shops.

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

2. The present General Terms apply to all services and offers that are performed or done through mediation 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 agreed upon in writing and then only

when validly signed. In such case, all remaining provisions of these General Terms will apply unabated.

3. The Agreement is subject to the General Terms of the Organiser and the General General Terms of the location holder(s). In case of conflict between these General Terms and General Terms of the Organiser, these General Terms prevail. In case of conflict between the General Terms of the Organiser and those of the location holders, the General Terms of the Organiser prevail. A copy of the General Terms of the Organiser or the location holder(s) is available on request or the Organiser or the specific location holders.
4. When the Consumer buys refund protection at Booking Protect via Paylogic, the general conditions of Booking Protect 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 the link below this provision. Paylogic can not be held liable for the accuracy of the general conditions of Booking Protect.
<https://documents.insure-hub.net/paylogic/booking-refund-protection-terms-and-conditions-2015-12.pdf>

Article 2 Establishment of the Agreement

1. In offering and selling (and reserving) Tickets, Paylogic acts as a mediator between the Consumer and the Organiser in the formation of the Agreement between Consumer and Organiser. Paylogic is explicitly not part of the Agreement which is established by the purchase of a ticket. The Agreement is established when the Consumer has placed an order for one or more tickets through Paylogic (telephone, via the Paylogic website and/or otherwise) in accordance with the provisions of Article 2.2. Paylogic provides tickets to the Consumer for a certain Event on behalf of the Organiser. The sending of Tickets by Paylogic is done on behalf of the Organiser.
2. The method of formation of the Agreement:
 - a. If and immediately after 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";
 - b. Agreement is final if and when Paylogic has received the Consumer's payment (or authorisation of payment). Before the payment is received by Paylogic, no agreement has been established, regardless of how the Consumer interprets

specific messages during the order process;

- c. If the Agreement was established through the Paylogic website, the Agreement will be confirmed to the Consumer by e-mail;
 - d. If the Agreement established by telephone, there will be no separate written confirmation;
 - e. If no authorization of payment is received by the Consumer, the Consumer will receive, either by e-mail or via regular mail, notice of the failure of the transaction and failure of the realization of the Agreement.
 - f. If Paylogic has reasonable suspicion that the payment is fraudulent, Paylogic reserves the right to cancel and reverse the transaction. Paylogic shall notify the Consumer by email, which will be send to the email address registered by the Consumer at Paylogic.
3. An Order is irrevocable for the Consumer. It is not possible to subject a completed Agreement to changes. Cancellation of the Agreement is not possible, unless with a Refund Protection under the terms of Booking Protect, as specified in the applicable Refund Protection of Booking Protect. Cancellations must at all times, whether or not after referral by Paylogic, be submitted to Booking Protect by the Consumer. Not all Event Organisers offer such Refund Protection to the Consumer.
4. Paylogic will always strive to send the Tickets to the Consumer before the start of the Event, but at least 7 days after receiving full payment. If and insofar the Tickets have not been received within 7 days after receipt of full payment, Consumer can contact Paylogic (customerservice@paylogic.nl). After expiry of the abovementioned period, Paylogic will assume that Consumer has received the tickets in good order.

Article 3 Tickets

1. Paylogic has different distribution channels (sales channels), including:
 - a. Online sales: sales through the website of the Organiser and/or Media Partner of Paylogic and/or Paylogic;
 - b. Telephone sales: sales through the telephone number 0900 - 9000500. This number may vary per Event or Organiser. Paylogic therefore reserves to right not to accept every order through this phone number;
 - c. Retail Sales: sales through physical shops.

2. The Organiser will determine which distribution channels are available for one and/or multiple Event(s).
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:
 - a. 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;
 - b. To offer the Tickets in commercial manifestations - in any way - or to refer the tickets in another way;
 - c. 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.
 - d. In addition, Paylogic and/or Organiser may also impose a fine 'to be determined' on the Consumer.
4. Only the holder of the Ticket, who presents the Ticket first at the Event, can enter the Event.
5. 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.
6. The total price for Tickets may be higher than the price printed on the ticket by Paylogic, due to possible additional costs for reservation, payment and/or delivery. The statutory tax rates apply.
7. 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.
8. 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.

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

Article 4 Payment method

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.
2. The websites and/or the part of the website designed to sell Tickets is secured, so that your data cannot be abused.
3. Paylogic has, and in the future may, set additional safety measures for the use of certain payment methods. It is therefore possible that some payment methods are not available to all Customers.

Article 5 Refunds in case of cancellation of event

1. When and if an Event is cancelled by the Organiser or the Location Holder, the Organiser refunds the ticket price to the consumer. Paylogic will facilitate and handle the refund for the Organiser.
2. When and if an Event is cancelled by the Organiser or the Location Holder, Paylogic will never reimburse more than the ticket price to the Consumer and only 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.
3. In case of cancellation of an Event, Paylogic is not obliged to refund the amount paid to Paylogic by the Consumer, If and as far as Paylogic has transferred the amount, paid by the Consumer with respect to the delivery of Tickets for the Event, to the Organiser of the Event and the latter is not willing or able to refund the amount concerned to Paylogic.

Article 6 Liability

1. Paylogic cannot be regarded as Organiser of the Event and has no influence on the (artistic) quality and content of the Event and the proceedings in or around the Location. Paylogic is therefore not responsible for and gives no guarantees where the Event itself is concerned and based on this, can not accept any liability on this matter. Organiser and/or the Location holder is the Party responsible for the Event itself and everything

surrounding it in the broadest sense.

2. 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.
4. If and as far as Paylogic cannot fulfil (part of) its obligations to the Consumer due to force majeure, the Consumer can in not claim any rights to compensation.
5. Force majeure includes, but is not limited to: 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 Paylogic can no longer reasonably be held to deliver its services.
6. Paylogic accepts no liability for loss of or damage to Tickets by the Consumer for any cause. From the moment the Ticket is made available to the customer, the risk of loss, theft, damage or abuse of the Ticket lies with the Consumer.
7. Paylogic is not liable for the purchase and delivery of Tickets that do not occur at/by Paylogic; Paylogic is 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.
8. 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 7 Privacy and Personal Information

1. Paylogic processes the Consumer's personal data in accordance with United States and Dutch Data Protection Law. You can find Paylogic's Privacy Policy here:
<http://www.paylogic.com/en/about-paylogic/terms-and-conditions/>
2. Paylogic processes the Consumer's personal data solely on behalf of the Organiser.
3. 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.
4. Only when the Consumer specifically gives permission will this data be used for commercial purposes, including processing for direct marketing purposes. This further processing might be 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 methods of processing.

Article 8 Intellectual Property Rights

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 these, without prior written consent of Paylogic.
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 these, without prior written consent of the involved legal owners.

Article 9 Rules of conduct of Organisers and Locations

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.
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.
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.
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 10 Modification General Terms

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 11 **Applicable Law and Forum**

1. Solely United States Law and, as far as legally obligated, Dutch law are applicable to this Standard Merchant Agreement.
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 New York