

Paylogic Terms & Conditions Payment planUSA

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Article 1

Definitions

In these Terms & Conditions the following definitions are used:

Consumer	The party that makes a purchase via Paylogic for an Event;
Event	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;
Front Office	Element of the Paylogic System, where the Consumer gets registered in order to purchase a Ticket;
Refund Policy	In case of cancellation of Consumer's order by Paylogic, because Consumer has defaulted on one of the payments or payment terms, the Consumer will not receive reimbursement of the amounts paid.
Organiser	The party, committed to, and responsible for organizing the Event;
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");
Payment details	Contact and bank details of the Consumer which are required for the completion of a purchase transaction;
Refund	Reimbursement of the monies paid, minus applicable costs and fees;
Payment plan	Payment of the full amount of the transaction, for the services and offers from Organiser, in installments;
Ticket order	The order of a Ticket, which is proof of admission to an Event.

Article 2 **General Conditions of Paylogic**

These Terms & conditions are subject to the General Conditions of Paylogic.

Article 3 **Ticket installment**

The Consumer has, for selected Events, the choice to perform the payment for a Ticket order, in installments over a fixed period of time (hereinafter: 'Payment Plan'). When Paylogic receives the first installment the Consumer has bought the right to enter the festival under the condition that all future installments will be paid. When Paylogic has received payment of all installments, Paylogic will send the Consumer the ordered Ticket(s). The payment methods supported in combination with the Payment Plan are limited to the following credit card issuers: American express, MasterCard and Visa. The credit card data is stored at a qualified Payment Service Provider. By choosing to make use of the Payment Plan during the order process, Consumer authorises Paylogic to automatically charge the nominated credit card in accordance with the Payment Plan.

Article 4 **Initial payment**

The Payment plan, as mentioned in article 3, starts with an initial payment by the Consumer, which is a percentage of the total Ticket order amount and will be determined by the Organiser. At the initial payment, the Payment details of the Consumer are collected. Paylogic will payout to Organiser in the agreed upon frequency.

Article 5 **Purpose of Payment plan**

During the Ticket order process, the Consumer is clearly informed about the purpose of the Payment plan and the exact Payment Installment dates and amounts, which may vary per Event per Organiser.

Article 6 **Automatic debit**

The Payment Installments will automatically be debited by Paylogic from the same credit card used for the initial payment.

Article 7 **Finishing Payment plan**

The Payment plan will not be frozen, cancelled or deferred by Paylogic, nor will the Consumer be entitled to a Refund during the selected Payment Plan, unless in accordance with Paylogic's General Conditions for cancelled or moved Events.

Article 8 **Holding on to the Ticket(s)**

The ticket(s) are nothing more than proof on location that the Consumer has bought the right to enter the festival. Paylogic is entitled to hold on to the Ticket(s) until all installments are received. Once Paylogic has received all installments, the Consumer will receive the Ticket(s) electronically or via postal services, as set out in the General Conditions.

Article 9 **Installment on a later date**

In case an installment is not received by Paylogic, Paylogic will notify the Consumer with reasonable effort and offer the Consumer the opportunity to pay the installment on a later date and/or by use of other Payment details, at least before the next installment is due.

Article 10 **Cancellation of the Ticket order**

1 In case an installment is not received by Paylogic before the next installment date and in case the last installment in the series is not received within five (5) calendar days, Paylogic is entitled to cancel the Ticket order.

2 In case an installment is bounced by the Bank of the Consumer, if for example the bank account of the Consumer holds insufficient funds or the Payment details are incorrect, Paylogic will notify the Consumer via email and offers the Consumer one more chance to use a different Credit Card than the nominated Credit Card for paying the installment which need to be received by Paylogic within five (5) calendar days after the notification. If the installment on this second Credit Card gets bounced again, the risk comes completely for the Consumer and Paylogic has at all time the right to cancel the Ticket order.

Article 11 **Refund Policy**

1. The Organiser reserves the right to impose a fine of a percentage of the installment amount to the Consumer in case the Consumer is too late with the payment of an installment.

2. In case a situation as mentioned in Article 10.1 or 10.2 applies or when the Consumer wishes to cancel the Ticket order for any reason, the Consumer will not receive Reimbursement of the monies paid. This amount will be withheld by Organiser because of the process and administration costs and the fact that the Organiser might be unable to sell the ticket(s) concerned.

Article 12 **Delivery of the Service**

The Payment Plan is an option offered by the Organiser to the Consumer with the use of the System of Paylogic. When the payment in installments for the purchase of one or more Tickets has been completed, Organiser is obliged to deliver its Service to the Consumer. This Service

must be in accordance with the aforementioned payment, including but not limited to, the date and the location of the Event.

Article 13 **Compliance with national Law**

The Organiser guarantees that the sale of tickets to consumers in installments is compliant with any and all national laws of the country where the event takes place.

Article 14 **Applicable Law and Forum**

- 1 Solely the Dutch law is applicable to these Terms & Conditions.
- 2 All disputes arising from these Terms will be in first instance for the purpose settled by a competent court in Amsterdam.