

General Terms and Conditions for the use of TicketPAY by attendees

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In the following, you will find the General Terms and Conditions for the use of TicketPAY by attendees. Please pay attention to our privacy policy.

Preamble

By purchasing a ticket on one of the websites provided by TicketPAY Europe GmbH („TicketPAY“), you („attendee“) accept the following “General Terms and Conditions of TicketPAY by attendees” („terms“). TicketPAY offers private and professional organizers (“organizer“) a web-based solution to organize events, meetings, conferences, virtual or similar events (“events“). Organizers can also register attendees, sell tickets, and allow invoicing over TicketPAY for these events. TicketPAY provides its services under various top-level domains as well as under various sub domains and aliases of these domains („TicketPAY-Websites“). These terms shall govern the contractual relationship between the attendee, the organizer, and TicketPAY, irrespective of which TicketPAY-Websites the attendee uses. Only persons of age may use the services of TicketPAY.

1. Contracting parties, involvement of GTC for organizers

1.1. By purchasing a ticket or registering for an event on the TicketPAY-Websites, a sales contract is created solely between the relevant attendee and the relevant organizer regarding attendance at an event. TicketPAY itself is not the organizer, but rather handles the processing of ticket sales on the behalf of the organizer. TicketPAY is therefore not liable for organizer insolvency or for the failure of an event.

1.2. It is possible that the organizer's own General Terms and Conditions may also apply for carrying out the event. TicketPAY has no influence over this. It is the duty of the attendee to inform himself about possible existing terms of the organizer before purchasing tickets.

1.3. The attendee assures that they are of age at the time of registration, considering they are a natural or legal person.

2. Subject matter and conclusion of the contract

2.1. Information about events, amount of available tickets, ticket price and possible payment methods is only subject to guidelines specified by the organizer. TicketPAY has no influence regarding this information. It is the organizer's duty to verify this information.

2.2. The offer to conclude a contract comes from the attendee as soon as he/she accepts these terms and clicks the field "pay now" (or wire the money). The contract between the attendee and the organizer is not concluded until the ticket number and/or ticket is issued and sent by TicketPAY to the customer. The attendee will receive a confirmation email after the order and/or payment regarding the conclusion of the purchase contract. The attendee is required to inform TicketPAY if they do not receive this confirmation email on time.

2.3. TicketPAY has the right to cancel the purchase contract (ex parte right of withdrawal) if the attendee has violated conditions of the pre sale, which have been stated by the organizer or TicketPAY or due to technical problems (e.g. existing quotas were exceeded). The declaration of withdrawal can also be provided implied by refunding the paid amounts.

3. Right to cancel for consumers

General confirmation:

I agree that TicketPAY could start their service even before the withdrawal period will be ended. Furthermore, I am aware that I lose my right of revocation if TicketPAY has fulfilled their service.

Right to cancel when performing services relating to leisure activities:

Consumers do not have a general right to cancel, and any right of consumers to cancel may lapse prematurely in the case of a contract to perform services relating to leisure activities, if the contract specifies a particular date or period (Section 312g (2) Sentence 1 No. 9 BGB [German Civil Code]). That means that there is no right to cancel in cases where TicketPAY offers services in the field of leisure activities, in particular admission tickets for events. Any order for tickets is therefore binding on the consumer once the order has been confirmed by TicketPAY, which means that the consumer has an obligation to accept and pay for the tickets ordered.

Right to cancel in case of other contracts:

If it will be not a contract to perform services relating to leisure activities the following shall apply: The right to cancel expires if TicketPAY has fulfilled their service and has started the execution of the service after the consumer has given his approval and the knowledge that he would lose his right to cancel (see general confirmation stated above).

4. Total price and payment arrangements

4.1. The total price for a ticket may exceed the stated ticket price. The price for a ticket is based on the price defined by the organizer. It will be displayed in the purchase process whether VAT is included or not. Depending on the agreement between TicketPAY and the organizer, the transaction fees for the ticket purchase will be added to the ticket price and displayed separately in the shopping cart at the time of order.

4.2. The total price of the tickets including all fees is immediately due for payment upon receipt of the confirmation email.

4.3. For payments by SEPA direct debit the attendee issued a corresponding SEPA mandate. The deadline for the preliminary announcement (pre-notification) **is shortened to 1 day. This deviates from the regular notice period of 14 days.**

4.4. The attendee ensures that he has sufficient funds on his bank account.

5. Uncollected payments, Fees

5.1 If TicketPAY is unable to collect the payment for reasons within the attendees responsibility, or if the attendee wrongfully cancels the payment, the attendee has defaulted on payment, without the need for a separate demand for payment. In these cases, cancellation fees (currently € 10.00 for SEPA Direct Debit, € 47.60 for credit card) are charged and access to the Internet offer is blocked.

5.2 Additional fees which may apply for unclaimed payments are handling fees (of currently) € 2.50 for the second reminder and € 5.00 for receivables to collection agencies.

6. Ticket shipment, loss, and complaints

6.1. Immediately after receipt of payment or after ordering (only for purchase on account), TicketPAY shall send the ticket(s) to the attendee's address specified at the time of order (either e-mail address or postal address), except when otherwise stipulated (e.g. tickets will be held at the venue).

6.2. An incorrect ticket will be exchanged for a new ticket upon return of the incorrect ticket. It is the duty of the attendee to check the tickets after receipt and to organize a new and correct ticket if necessary.

6.3. Attendees can re-request electronic tickets at any time. They can also be obtained in the "My TicketPAY" section, provided that the attendee has a user account on the TicketPAY-Websites.

6.4. Tickets sent by mail that the attendee never received will only be resent if the attendee assures that the tickets were never received. TicketPAY will provide a form for this assurance upon request.

6.5. Tickets sent by mail that become lost or destroyed will not be replaced.

7. Prohibition on selling any free tickets

The sale or resale of free tickets is strictly prohibited and will cause that the ticket loses its validity. Each violation of the above prohibition, TicketPAY may require the participant (seller) to pay a penalty of three thousand (3.000) EUR per ticket. Any further claims for damages remain unaffected.

8. Refund of tickets, refund of purchase price

8.1. In case of event cancellation or postponement, the attendee has the right to return a purchased ticket according to legal guidelines as well as according to the agreements made between the attendee and the organizer.

8.2. If the attendee is entitled to a ticket refund, TicketPAY will reimburse the paid amount for the ticket within 14 days after receipt of the returned tickets according to the agreement with the organizer if TicketPAY has not already transferred the ticket revenues to the organizer. If TicketPAY has already transferred the ticket revenues to the organizer, there will be no right of reimbursement against TicketPAY.

9. Liability and guarantee

9.1. TicketPAY shall be liable without limitation for damages resulting from injury to life, limb or health which occur due to a breach of duty by TicketPAY or one of its legal representatives or vicarious agents. TicketPAY shall also be liable without limitation for damages owing to a lack of a characteristic warranted by TicketPAY or due to malicious conduct by TicketPAY. In addition, TicketPAY shall be liable without limitation for damages due to intent or gross negligence by TicketPAY or one of its legal representatives or vicarious agents.

9.2. Apart from the cases set out in sections 9.1 and 9.3, TicketPAY's liability shall be limited to typical foreseeable contractual damages in the event of a breach of any of its cardinal contractual duties due to slight negligence. Cardinal contractual duties are an abstract description of those obligations whose fulfilment is indispensable for the proper implementation of an agreement and on whose fulfilment the contracting parties can usually rely. Any other liability on the part of TicketPAY is excluded.

9.3. Liability pursuant to the German Product Liability Act shall remain unaffected.

9.4. Claims for defects towards an entrepreneur become time-barred - in deviation from the legal rules - within one year. Any guarantee beyond this will not be assumed by TicketPAY.

10. Data protection

Without any exception the privacy policy as stated separately applies.

11. Final Provisions

11.1. Unless otherwise stated in these terms, the attendee may submit all notices to TicketPAY by email or by letter or fax. TicketPAY may send notices to the attendee by email to the address provided by the attendee at the time of order.

11.2. For all ticket sales on the TicketPAY-Websites, only these terms shall apply between TicketPAY and the attendee. The attendee's own terms and conditions shall not apply.

11.3. Should any provision of these terms and conditions be or become invalid, the validity of the remaining provisions shall not be affected. The contracting parties are required to replace an invalid provision with a valid provision which in its regulatory content matches the intention and purpose of the invalid provision as closely as possible. This applies to contractual loopholes.

11.4. Place of performance and jurisdiction as far as legally permitted shall be the headquarter of TicketPAY.

11.5. These terms and the contractual relationship shall be governed by German law, excluding international private law and the provisions of the United Nations Convention on Contracts for the International Sale of Goods that have been adopted by German law.

11.6 These terms are available in different languages. In the event of any contradiction between the different language versions of these terms, the German version shall take precedence.

A. Special provisions for personalized tickets

1. For certain events, the tickets are personalised, meaning that only the person holding visiting rights has the right to demand access to the event. That person's name is a component part of the ticket. In the course of the ordering process, these events will be marked with a corresponding notice regarding the personalisation of the ticket. The customer hereby agrees to purchase and use the ticket/s solely for private use.
2. Because personalisation occurs after the purchase process (in the MyTicket portal) and there is an option to purchase multiple personalised tickets, the customer will be asked during the purchase process and are obliged to provide the first and last name/s and if necessary further data of of the participants for whom the personalised ticket/s shall be issued. The customer confirms that no third-party data will be provided in any abusive way.
3. If the customer, even after final notification, will not provide (timely and truthfully) all necessary data of participating person/s, these ticket/s will be personalized to the customer himself (person who has ordered the ticket/s) and the organizer will be informed thereof. The organizer accordingly takes one of the possible actions (for example an approval of downloading / shipping or enter the missing information or unrevelling the ticket sale). If the organizer does not take any of the possible actions within the given period (usually 2 days), the customer can download the personalized ticket/s or will receive them by postal service.
4. The right to attend the event is based solely on the contract you have concluded with the organizer and will only be considered if the name of the participant is marked on the ticket. As a result of the contract between the customer and the organizer, third parties for whom the customer has acquired a personalised ticket are likewise entitled to attend the event. The names of these third parties must be marked on their tickets. Moreover, the right to attend the event shall also be enjoyed by persons who have entered into the contract with the organizer. The names of these third parties must be noted on their tickets. An additional pre-requisite for attending the event is that the customer or the person(s) for whom the customer has ordered the ticket, or who have entered into the contract with the organizer are able to identify themselves at the admission ticket checkpoint by providing a valid identity card (maybe more documents are allowed by the organizer).

B. Special provisions for transfer and re-personalization of personalized tickets

1. Personalized tickets mean that only the person holding visiting rights has the right to demand access to the event. That person's name is a component part of the ticket.
2. Subject to the stipulations of clauses 3 and 4, i.e.,
 - subject to the pre-requisite that the third party enters into the contract with the organizer under the present "General Terms and Conditions by attendees and that the organizer has consented to this being done in accordance with clause 3,
 - the re-personalization fee has been paid for each re-personalization and
 - checking and verification of the provided documents,the customer is entitled to transfer the personalized ticket, i.e. the entitlement to attend the event, to a third party. Following this transfer (section 398 of the BGB - German Civil Code), the ticket must be re-personalized to the new holder of the entitlement to attend the event.
3. The ticket owner may transfer his rights and obligations under the contract with the organizer (and thus also the right to demand access to the event) to a third party only by that third party entering into the contract with the organizer in his/her stead, and such third party accepting all of the rights and obligations. This accession

to the contract requires the consent of the organizer, which is hereby granted in advance, subject to the restrictions set out below in clause 4.

4. For reasons of fairness and by way of preventing tickets from being re-sold at inflated prices, thus also preventing any negative impacts on the organizer's reputation, the organizer will not grant its consent to a third party entering into the contract with it as provided for in clause 3 above in the following cases:
 - if the re-personalization fee has not been paid within the given deadline
 - if the documents could not be checked or verified
 - where the tickets are forwarded, sold, or acquired for a third party, without the express prior consent of the organizer, where this is done in the context of commercial or business activities;
 - Where the tickets are offered for sale in the context of internet auctions not authorised by the event organiser;
 - Where the tickets are sold private at a price that is higher than the original ticket price of the tickets; an increase of up to 15% for compensation of possible transaction fees is allowed)
5. If the ticket has been re-personalized, the new ticket owner will receive a new ticket issued with his/her name. The "old ticket" will be deactivated and will no longer enable anyone to access the event.

C. Special rules for ticket related questions

For certain events, ticket-related questions are possible. These events are marked with a reference.

The customer has to answer all questions correctly after the sale in the MyTicket portal. The customer ensures that all given data will not be based on misuse.

If the customer, even after final notification, will not provide (timely and truthfully) all necessary answers of the ticket related questions, the organizer will be informed thereof. The organizer accordingly takes one of the possible actions (for example an approval of downloading / shipping or enter the missing information or unrevelling the ticket sale). If the organizer does not take any of the possible actions within the given period (usually 2 days), the customer can download the ticket/s or will receive them by postal service.

D. Special rules for the resale function (for seller)

1. For certain events the organizer allows the resale of tickets. This could be done quick, secure and comfortable in the customer's MyTicket portal (in section "resale ticket").
2. The one who wants to sell the ticket, hereinafter referred to as "seller", determines the price at which the ticket will be offered, but within the limits specified by the organizer.
3. After entering the sales price, setting the distribution of the fees (displayed charges are paid by the seller or by the buyer or the fee will be shared half between buyer and seller), the confirmation of the terms and conditions and the start of the resale, the ticket is available for sale. Until a third party will be purchased the ticket, the seller has got the option to withdraw the offer at any time.
4. Once the ticket has been sold, the seller will receive this information in the MyTicket portal or by e-mail. A new ticket will be issued to the buyer, while the ticket of the seller will be deactivated and no longer entitled to enter the event. The sales price of the ticket will be credited to the account of the seller minus any fees according to the fee distribution.
5. The organizer must release the payout of the seller. Requirements for a release are informations which will be entitled to identify the person of the seller (e.g. to avoid money laundering). After the release, TicketPAY will transfer the outstanding money (sales price minus fees) to the seller on his/her bank account. After transferring this amount to the bank account, the contract is fulfilled by TicketPAY. TicketPAY will be allowed to charge the seller for any postponement fees due to a wrong given bank account. Transfers to account holders outside the EU may result in differences due to possible currency conversions and bank fees. These differences are for the seller's account and shall not be paid by TicketPAY.
6. TicketPAY reserves the right to deviate from the payout date and to withhold the money for a longer time if there is a suspicion of misuse (e.g. by money laundering).
7. The seller shall submit any objections to the payout amount immediately, but no later than four (4) weeks after the transfer. Failure to submit timely objections will be considered as approval.

E. Special rules for the resale function (for buyer)

1. If there are tickets offered for resale for a particular event, this ticket can be purchased quick, safe and comfortable. To do this, the buyer has to put this ticket to his/her shopping cart and pay the sales price determined by the seller, plus any fees.
2. Apart from that, for purchasing a ticket, the provisions of these General Terms and Conditions shall apply.