

General Terms and Conditions

TicketPAY for organizers

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A. General provisions

Below you will find the General Terms and Conditions for the use of TicketPAY by organizers. Please also note our privacy policy.

Preamble

By registering with TicketPAY Europe GmbH (hereinafter referred to as "TicketPAY"), you as the promoter, organizer or agent of an event (hereinafter referred to as "promoter") accept the following "TicketPAY General Terms and Conditions for Promoters" (hereinafter referred to as "GTC").

TicketPAY offers organizers under various top-level domains as well as under various subdomains and aliases of these domains (hereinafter referred to as "TicketPAY websites") an Internet-based solution (hereinafter referred to as "TicketPAY software") to organize events, meetings, parties, conferences, meetings, virtual events and the like - hereinafter collectively referred to as "events": "TicketPAY software") to organize and advertise events, meetings, parties, celebrations, conferences, meetings, virtual events and the like - hereinafter collectively referred to as "events" -, to register participants for events, to purchase tickets (hereinafter referred to as "tickets") or vouchers for an event or a location (venue) via the TicketPAY websites and, if applicable, to purchase merchandising or goods. to sell merchandising or merchandise items to buyers (hereinafter referred to as "attendees") via the TicketPAY websites and have them billed via TicketPAY.

These GTC govern the contractual relationship between the organizer and TicketPAY, irrespective of the TicketPAY website on which the organizer registers or logs in. The offer is aimed exclusively at legal entities or natural persons of legal age.

1. Subject matter of the contract

1.1 TicketPAY provides the following services for the organizer:

- Provision of the TicketPAY software. With the help of the TicketPAY websites, the organizer has the possibility to offer tickets or vouchers for the visit of his event as well as merchandising or merchandise items for sale online on his own website. Attendees can select and purchase what they want directly on the TicketPAY website.
- Preparation of interim and final statements on the quantity and amount of ticket sales and other sales.
- Dispatch of tickets depending on the ticket and dispatch method specified by the organizer.
- Billing of the events and, if requested by the organizer, collection of the proceeds generated from the sale of tickets and merchandising or merchandise items, including all additional fees charged to the participants by the organizer.

1.2 Contractual relationships regarding participation in an event or the purchase of a voucher for attending an event are concluded exclusively between the respective participant and the organizer. In this respect, TicketPAY acts exclusively as a representative in the name and for the account of the organizer.

1.3 For the duration of this contract, the organizer authorizes TicketPAY to broker tickets to the organizer's contractual events via the TicketPAY websites in its name and for its account, to process payment transactions with the participants or their respective banks or credit institutions and to send the tickets to the participants or to cancel tickets that have been sent.

1.4 The Organizer may choose whether tickets are to be sent to the participants and/or issued electronically or whether participants are to be given the option of choosing.

1.5 The organizer acknowledges that 100% availability of the TicketPAY websites is not technically feasible. However, TicketPAY endeavors to keep the TicketPAY websites available as constantly as possible. In particular, maintenance, security or capacity issues, as well as events beyond TicketPAY's control (such as disruptions to public



communication networks, power failures, etc.), can lead to short-term disruptions or to the temporary suspension of services on the TicketPAY websites.

2. Ticket prices and fees

2.1 The Organizer determines the ticket price for the tickets and other prices at its own discretion.

2.2 The organizer shall remunerate TicketPAY in accordance with the price list. TicketPAY will make the price list available to the organizer separately (see https://manage.ticketpay.de/documents/agb/tpeu_fees_de.pdf). If fees for services provided by TicketPAY are not listed in the price list, they are shown on the TicketPAY websites when the respective service is used. Unless otherwise stated, the aforementioned fees will be charged plus the VAT applicable at the time of the respective service period.

2.3 Via the TicketPAY software, the organizer has the option of choosing for some of the fees to be paid by him to TicketPAY whether they are to be paid to TicketPAY or not.

- (i) passed on 100% to the participant or
- (ii) freely hired or
- (iii) are to be borne 100% by the organizer.

2.4 If an event does not take place for reasons for which TicketPAY is not responsible, the fees for services already provided by TicketPAY will still be due. The organizer's obligation to pay TicketPAY exists regardless of whether the purchase prices for tickets are actually collected, rebooked by participants or (e.g. in the event of an event cancellation) have to be refunded to the participant. Chargebacks that are made after payment has already been made to the organizer in accordance with section A.4.5 will be charged to the organizer plus a chargeback fee in accordance with the applicable price list.

2.5 The organizer is obliged to raise objections to the invoices issued by TicketPAY immediately, but no later than four (4) weeks after the invoice has been issued. Otherwise, the invoice shall be deemed approved.

3. Changes to the event

If an event is canceled or changed with regard to the date, time, venue or other essential factors, the organizer shall inform TicketPAY immediately in writing or in text form.

4. Payment methods, billing, payout

4.1 Payment methods

4.1.1 The TicketPAY system shows the organizer the payment methods offered by TicketPAY. The organizer can select which of these payment methods they would like to make available to participants. The organizer can also choose whether the payment methods they wish to use should be processed via their own accounts/contracts and only recorded by TicketPAY for accounting purposes, or whether TicketPAY should process the payment methods via their own accounts/contracts and accept payments from attendees for the organizer. A contractual obligation to provide the payment method requested by the organizer only arises when TicketPAY confirms the selection made by the organizer. TicketPAY is entitled, at its own discretion, to no longer offer a payment method already provided to the organizer.

4.1.2 The Klarna Bank AB (publ) payment methods of purchase on account or in installments require, among other things, a successful credit check by Klarna Bank AB (publ). If the participant is allowed to purchase on account or in installments for certain offers after a credit check, the payment is processed in cooperation with Klarna, to whom the payment claim is assigned. In this case, the participant can only make payment to Klarna with debt-discharging effect. The General Terms and Conditions of Klarna Bank AB (publ) also apply to the payment methods purchase on account or installment purchase.



4.1.3 The organizer is aware that with certain payment methods (especially "invoice" and "advance payment"), invoice amounts from ticket purchasers may remain unpaid as open items. This risk is to be borne by the organizer. The organizer is responsible for collection.

4.1.4 The organizer agrees to receive invoices or credit notes exclusively in electronic form. These will either be sent to the organizer by email in PDF format and/or stored in the SSL-encrypted and password-protected organizer area (Manage area).

4.2 Accounts/contracts of TicketPAY

4.2.1 If the parties agree to process the payment methods via TicketPAY accounts/contracts, TicketPAY will collect the receivables for the organizer and manage the participants' payments. In this respect, the organizer grants TicketPAY a power of attorney to receive money.

4.2.2 If a payment provider does not transfer payments to TicketPAY, regardless of the legal grounds, or reverses payments that have already been transferred, TicketPAY is entitled not to pay out these amounts to the organizer or to reclaim payments that have already been paid out from the organizer. TicketPAY will charge the organizer a chargeback fee in accordance with the applicable price list for chargebacks made after payment has already been made to the organizer in accordance with section A.4.5.

4.3 Accounts/contracts of the organizer

4.3.1 Insofar as the parties agree to process the payment methods via accounts/contracts of the organizer, the organizer shall provide TicketPAY with all access data that TicketPAY requires for a connection to its IT infrastructure, in particular for the automated recording and processing of incoming payments.

4.3.2 TicketPAY shall record incoming payments for the organizer on an ongoing basis.

4.4 Billing

4.4.1 TicketPAY invoices for the services it provides on a monthly basis. In case of doubt, the invoiced amounts are immediately due for payment by the organizer. With the invoice, TicketPAY also breaks down the payments that have been processed for the organizer via TicketPAY. If the payments were collected via TicketPAY accounts/contracts, TicketPAY can offset the invoiced amount against these payments. If a surplus remains for the organizer after offsetting, this will be paid out in accordance with section A.4.5. If the payments are not sufficient to offset against the invoiced amount, the organizer will transfer the outstanding amount to TicketPAY. Insofar as the breakdown indicates payments that were collected via accounts/contracts of the organizer, this information is for overview purposes only.

4.4.2 TicketPAY is entitled, at its own discretion, to invoice weekly or only after the end of the event, in deviation from section A.4.4.1. In case of doubt, the respective billing date is decisive for the due date of TicketPAY's remuneration. The organizer is not entitled to early invoicing or partial invoicing.

4.5 Payout

4.5.1 TicketPAY shall return payments collected via TicketPAY accounts/contracts to the organizer within 7 bank working days after the end of the event. Payments are made less the amounts with which the payments have been offset in accordance with section A.4.4.1 by transfer to the bank details that the organizer has stored in their user profile in the TicketPAY system. TicketPAY assumes no liability for chargeback fees due to incorrect bank details entered by the organizer and reserves the right to charge these to the organizer. In the case of transfers to bank accounts outside the Eurozone, there may be differences due to currency conversions and bank charges for incoming payments. These differences are at the expense of the organizer and are not to be borne by TicketPAY.

4.5.2 TicketPAY reserves the right to deviate from the payout date in accordance with section A.4.5.1 and to withhold the payout in whole or in part until clarification,

- if there is reasonable suspicion of misuse,
- if the event has not taken place or has taken place with significant deviations,
- in the event of an excessive number of complaints from participants,
- if there is no proof of data accuracy in accordance with section A.7.1 f.

Further rights of retention arising from law or contract remain unaffected.

4.5.3 TicketPAY is entitled to offset claims to which TicketPAY is entitled against the organizer.

5. Reversal

5.1 If the organizer uses accounts/contracts from TicketPAY for the payment methods, it commissions and authorizes TicketPAY in the event of the cancellation of an event and in the event of the justified return of a ticket by a participant to repay the total monies paid by the participant (also including the fees passed on in full or in part in accordance with section A.2.3) within 14 (fourteen) days. Notwithstanding Section 671 of the German Civil Code (BGB), the placing of the order and the granting of power of attorney cannot be revoked until the end of the event.

5.2 For the reversal - regardless of whether the organizer uses accounts/contracts of TicketPAY or accounts/contracts of the organizer for the payment methods - the organizer must pay an additional reversal fee to TicketPAY for each reversal/cancellation in accordance with the currently valid price list. After processing has been completed, the organizer will receive a statement of the fees to be paid, but no later than 1 year after the originally scheduled date of the event. TicketPAY is entitled, but not obliged, to issue interim invoices.

5.3 If the Organizer has already received the funds for the tickets from TicketPAY in the event of reversal, or if these have been received directly by the Organizer, or if TicketPAY does not have the reversal amount at its disposal after settlement (e.g. because the remuneration due to TicketPAY in accordance with section A.2 is settled first), the Organizer undertakes to pay the funds required for reversal to TicketPAY within 14 (fourteen) days. TicketPAY is entitled not to make the refund until the organizer has fulfilled his obligation from sentence 1. TicketPAY is also entitled to decide at its own discretion in which order participants receive their refund.

6. Fraud / abuse protection

6.1 TicketPAY has a comprehensive security system that protects organizers against chargebacks of their proceeds, especially for ticket purchases by credit card. Due to the fraud protection system, it is possible that in exceptional cases payments may not be accepted by third-party payment providers/banks or by the participant's bank.

6.2 If there is a suspicion that the TicketPAY websites are being misused by the organizer, TicketPAY reserves the right to deactivate the ticket sales function via the TicketPAY websites and to prevent ticket sales. Abusive use is suspected in particular if:

- it becomes known in advance of the event that the event will not take place or will not take place as announced to the participants; or
- illegal or immoral events are to be held; or
- the chargeback or cancellation rate for this event is above average; in any case from a chargeback rate of 2% (in this case, the organizer accepts a possible reversal of amounts not yet canceled by TicketPAY); or
- information is available that allows the conclusion that the organizer is not entitled to offer tickets for sale for the respective event.

If the suspicion cannot be dispelled after thirty (30) days, TicketPAY reserves the right to reverse the transaction and refund the money for the respective tickets to the participants.

7. Obligations of the organizer

7.1 The Organizer warrants that

- all data provided by him/her to TicketPAY is correct,
- he is of legal age at the time of registration if he is a natural person,
- he has the right to hold or market the event offered on the TicketPAY websites, in particular that he has concluded all contracts and obtained all permits necessary for holding the event,
- it fully complies with the Acceptable Use Policy (AUP) at all times (see https://manage.ticketpay.de/documents/agb/tpeu_aup_de.pdf),

The organizer undertakes to prove the accuracy of all assurances made to TicketPAY in this section upon request. The corresponding legal transactions between the parties are concluded under the condition precedent of sufficient identification and legitimation of the organizer in accordance with the provisions of the GWG.

7.2 The organizer shall notify TicketPAY immediately of any changes to its name or company name, its place of residence or business or its billing address, its legal form or its bank details, as well as any changes to its beneficial owners, and confirm their accuracy with suitable evidence. The notification must be made in writing or by e-mail.

7.3 When registering, the Organizer shall choose a password. The password must be kept secret by the organizer and properly protected against unauthorized third parties gaining knowledge of it. The organizer shall be responsible for any action taken under the access data, unless the action was taken by an unauthorized third party without the customer and, if applicable, its customers being responsible for this.

7.4 The organizer is obliged to observe applicable law and all third-party rights when using TicketPAY and the content on the TicketPAY websites. It is also obliged to inform participants of any existing right of withdrawal or return and to instruct them accordingly. If there is a legal obligation to make terms and conditions available, the organizer is also obliged to do so.

7.5 The organizer is responsible for the payment of value added tax or other taxes arising from ticket sales.

8. Exemption from liability

8.1 The organizer shall indemnify TicketPAY against all claims, including claims for damages, asserted by third parties against TicketPAY due to an infringement of their rights by the content posted by the organizer on the TicketPAY websites or due to the use of TicketPAY services by the organizer. The organizer shall assume all reasonable costs incurred due to an infringement of third-party rights, including the reasonable costs incurred for legal defense. All further rights and claims for damages by TicketPAY remain unaffected. The above obligations of the organizer do not apply if the organizer is not responsible for the infringement in question.

8.2 If the organizer's content violates the rights of third parties, the organizer shall, at TicketPAY's discretion and at the organizer's own expense, either procure the right to use the content or design the content free of intellectual property rights. If third-party rights are violated by the organizer's use of the services of the TicketPAY websites, the organizer will immediately cease the use in violation of the contract and/or the law upon TicketPAY's request.

9. Liability of TicketPAY

9.1 TicketPAY is liable without limitation for damages resulting from injury to life, body or health that are based on a breach of duty by TicketPAY, a legal representative or vicarious agent of TicketPAY, as well as for damages caused by the absence of a quality guaranteed by TicketPAY, or in the event of fraudulent behavior by TicketPAY. Furthermore, TicketPAY is liable without limitation for damages caused intentionally or through gross negligence by TicketPAY or one of its legal representatives or vicarious agents.

9.2 Liability under the Product Liability Act remains unaffected.

9.3 In the event of a breach of material contractual obligations caused by slight negligence, TicketPAY's liability is limited to the amount of foreseeable damage typical for the contract, except in the cases of sections A.9.1 and A.9.2. Essential contractual obligations are abstractly those obligations whose fulfillment makes the proper execution of a contract possible in the first place and on whose compliance the contracting parties may regularly rely. Any further liability on the part of TicketPAY is excluded.

9.4 In deviation from the statutory provisions, claims for defects against entrepreneurs expire after one year. TicketPAY does not assume any further guarantees.

10. Term, termination of the contract

10.1 If there are no special provisions on the term and termination in individual cases, the contractual relationship can be terminated by either party at any time. If TicketPAY has already provided services for an event not yet carried out by the organizer when the contract is terminated, it will settle the services it has provided and the money it has collected for the organizer within six weeks of the termination of the contract, in deviation from section A.4.4.1. In accordance with clause A.4.4.2, it is entitled to withhold any credit balance of the organizer and to pay it out only after the end of the event.

10.2 Even if there are special provisions on the term and termination, both parties have the right to terminate the contractual relationship for good cause at any time without notice. An important reason for extraordinary termination exists if the continuation of the contractual relationship until the expiry of the statutory notice period is not reasonable for the terminating party, taking into account all circumstances of the individual case and weighing the interests of both parties. Important reasons for TicketPAY are in particular the following events:

- Non-compliance with legal regulations by the organizer,
- breach by the organizer of material contractual obligations, in particular the warranties in section A.7.1,
- the reputation of the services offered on the TicketPAY websites is significantly impaired by the presence of the organizer,
- the organizer advertises events that are monitored by security or youth protection authorities.

10.3 In the event of good cause in accordance with section A.10.2, TicketPAY is entitled, irrespective of a termination in accordance with section 10.2

- delete the content posted by the organizer;
- delete the organizer's access to TicketPAY.

10.4 The organizer's claim to repayment of fees already paid in advance in the event of termination is excluded, unless the organizer terminates the contract for good cause for which TicketPAY is responsible. The organizer's claim for repayment of fees already paid in advance is excluded if TicketPAY terminates the contract for good cause in accordance with section A.10.2 or blocks access in accordance with section A.10.3.

11. Advertising by sales partners

If the organizer has been recruited by a third party, the contract concluded between TicketPAY and the organizer is also intended to provide variable remuneration to the third party and thus to pass on event-related (but not participant-related) data to the third party for the purpose of commission settlement.

12. Data protection

TicketPAY's separate privacy policy applies.



For the processing of the organizer's data, namely the personal data on the website "ticketpay.de" with all secondary and subpages, the (general) privacy policy applies, available at:

https://manage.ticketpay.de/documents/agb/tpeu_privacy_de.pdf

13. Nomination as reference customer

13.1 The organizer grants TicketPAY the right to name the organizer as a reference customer using its company logo within the scope of its commercial activities.

13.2 This consent can be revoked for good cause; TicketPAY's legitimate interests will be taken into account.

14. Final provisions

14.1 TicketPAY reserves the right to amend these GTC at any time without stating reasons, unless this is unreasonable for the organizer. TicketPAY will notify the organizer of changes to the GTC in good time. If the organizer does not object to the validity of the new GTC within two (2) weeks of notification, the amended GTC are deemed to have been accepted by the organizer. In the notification, TicketPAY will inform the organizer of his right of objection and the significance of the objection period.

14.2 TicketPAY may use subcontractors. TicketPAY remains responsible for the fulfillment of the obligations assumed by TicketPAY even if subcontractors are used.

14.3 TicketPAY is entitled to transfer rights and obligations in whole or in part to third parties.

14.4 Offsetting by the organizer is only permitted with undisputed or legally established claims. Insofar as offsetting by the organizer is inadmissible, this shall also apply to any rights of retention of the organizer.

14.5 Unless otherwise agreed, the organizer can submit all declarations to TicketPAY by email or send them to TicketPAY by fax or letter. TicketPAY can send declarations to the Organizer to the email address that the Organizer has specified as the current email address.

14.6 The place of jurisdiction and place of fulfillment is - as far as legally permissible - the registered office of TicketPAY.

14.7 German law shall apply to the exclusion of international private law and the UN Convention on Contracts for the International Sale of Goods, which has been incorporated into German law.

B. Special provisions for personalized tickets

1. For certain events, the tickets are personalized, i.e. only the person who holds the right to attend the event has the right to demand admission. Their name is an integral part of the ticket. These events are marked in the ordering process with a corresponding reference to the personalization of the tickets. The customer undertakes to purchase and use the ticket(s) exclusively for private use.
2. As personalization only takes place after the purchase process (in the MyTicket portal) and it may be possible to purchase several personalized tickets, the customer is requested during the ordering process and obliged to truthfully provide the first and last name(s) and, if applicable, other data of the participating person(s) for whom the personalized tickets are to be issued after the purchase. The customer assures that the data of third parties will not be misused.
3. If the customer fails to provide all necessary data of the participating person(s) in due time and truthfully despite a final notification, these tickets will be personalized to the customer and the organizer will be informed of this. The organizer will take one of the possible measures accordingly (e.g. approval of download/dispatch or subsequent entry of details or reversal of the ticket purchase for a fee). If the organizer does not take any of the possible measures within the given period (usually 2 days), the customer can download the personalized ticket(s) or receive them by post.
4. An entitlement to attend the event exists only on the basis of the contract that the customer has concluded with the organizer and applies only if the name of the participant is expressly noted on the ticket. Based on the contract concluded between the customer and the organizer, third parties for whom the customer has purchased a personalized ticket are also entitled to attend the event. The name of the respective third party must be expressly noted on the ticket. A further prerequisite for attending the event is that the purchaser or the person for whom the purchaser has ordered tickets or who has permissibly entered into the contract with the organizer can identify himself/herself at the admission control with his/her valid identity card (if necessary, other approved documents due to special requirements of the respective organizer) upon request.

C. Special provisions for ticket-related issues

1. Ticket-related questions are possible for certain events. These events are marked in the ordering process with a corresponding reference to the questions.
2. As the ticket-related questions are only answered after the purchase process (in the MyTicket portal), the customer is requested during the ordering process and is obliged to provide truthful answers to the questions after the purchase. The customer assures that third party data will not be misused.
3. If the customer fails to answer the ticket-related questions truthfully and in due time despite a final notification, the organizer will be informed of this and has several options (e.g. to approve the download/shipping or to add information or to reverse the ticket purchase for a fee). If the organizer does not take any of the aforementioned measures within the given period (usually 2 days), the customer can download the ticket(s) or receive them by post.

D. Special provisions for the processing of repersonalization

Preamble

For certain events, tickets are personalized, i.e. only the person who holds the ticket and visiting rights has the right to demand access to the event. Their name is an integral part of the ticket.

Subject to the following requirements in accordance with section D.1.1 ff., a participant is entitled (hereinafter referred to as the "previous ticket holder") to transfer a ticket personalized in his/her name, and thus the right to attend, to a third party (hereinafter referred to as the "new ticket holder") (the process is hereinafter referred to as "re-personalization"). The repersonalization of tickets for the event of the organizer is carried out by TicketPAY in its own name according to the specifications and for the account of the organizer. The organizer grants TicketPAY permission to carry out the repersonalization via TicketPAY.

These special provisions govern the contractual relationship between the organizer and TicketPAY with regard to the processing of the re-personalization of already personalized tickets by way of a commission by TicketPAY as commission agent for the organizer as principal.

1. Repersonalization process

TicketPAY carries out the repersonalization according to the following conditions:

1.1 Subject to

- of Sections D.1.2 and D.1.3, i.e. only on condition that the new ticket holder enters into the contract with the organizer, assuming all rights and obligations, in particular the GTC and data protection declarations, and that TicketPAY has given its consent to this in the name and on behalf of the organizer,
- full payment of the participant re-personalization fee set by the organizer per re-personalization/ticket/person and
- the success of a check and verification of the identity documents delivered,

the previous ticket holder is entitled to transfer a personalized ticket purchased by him/her, i.e. the right to visit, to a new ticket holder.

1.2 The previous Ticket Holder may only assign his/her rights and obligations under the contract with the Organizer, and thus also the right to demand admission to the event, to a new Ticket Holder if the new Ticket Holder enters into the contract with the Organizer in his/her place, assuming all rights and obligations. This entry requires consent, which is hereby granted in advance subject to the restrictions set out in Section D.1.3.

1.3 For reasons of fairness, to prevent the resale of tickets at inflated prices and to avoid any associated damage to the organizer's reputation, consent to the entry of a new ticket holder into the organizer's contract will not be granted in the following cases:

- if the participant repersonalization fee is not paid within the specified period;
- if the identity documents are not checked and verified correctly
- if tickets are passed on or sold or purchased for a third party, if this is done in the context of a commercial or business activity, without the prior express consent of the organizer;
- in the event of the sale of tickets in unauthorized internet auctions;
- in the case of a private sale of tickets at a higher price than the stated ticket price, whereby a surcharge of up to 15 percent is permitted to compensate for transaction costs incurred;
- in the event of the sale of tickets in order to make a profit or the purchase of tickets on behalf of a third party in order to make a profit from the brokerage activity.

1.4 Once the ticket has been re-personalized, the new ticket holder will be sent a ticket issued in their name by email and the previous ticket holder's right to access the event will be revoked. The validated ticket no longer entitles the holder to admission.

2. Commission fee, settlement

2.1 TicketPAY receives a commission fee from the organizer for processing the re-personalization in the form of a re-personalization fee in accordance with the "TicketPAY price list for organizers".

2.2 The respective commission fee is earned and due for payment with the re-personalization of a ticket.

2.3 If an event is not held for reasons for which TicketPAY is not responsible, the commission fee for services already provided by TicketPAY will still be due.

2.4 TicketPAY will pay the attendee repersonalization fees generated by the repersonalization less the commission fee (hereinafter referred to as "Organizer Fees") to the Organizer in accordance with the following provisions: (a) The tax and accounting documents will be prepared on the basis of credit notes from TicketPAY to the Organizer. (b) The obligation to pay out the Organizer monies is limited to the amounts actually received by TicketPAY and is carried out in accordance with section A.4, whereby the deviations in accordance with section D.4 must be observed.

3. Special case: Commission fee is higher than participant personalization fee, settlement

The organizer can instruct TicketPAY to charge the previous ticket holder no or lower participant re-personalization fees than the above-mentioned commission fee. In this case, TicketPAY shall receive compensation from the organizer for processing the re-personalization and for the expenses incurred in the amount of the difference between the commission fee in accordance with section D. 2.1. and the participant re-personalization fees set by the organizer plus statutory VAT. The organizer shall receive an invoice from TicketPAY for the compensation in accordance with section A.4, whereby the deviations in accordance with section D.4 must be observed.

4. Settlement and deviations from the general regulation

4.1. In deviation from section A.4.1, processing takes place exclusively via TicketPAY accounts/contracts. The payment methods used are specified by TicketPAY.

4.2. Notwithstanding sections A.4.4 and A.4.5, the settlement and payment for the previous month shall be made within the first (5) working days of the following month.

5. Applicable special regulations for commission relationships

5.1 The parties agree that, in view of the business model pursued by both parties for the processing of the re-personalization, it is not necessary to notify a third party in accordance with Section 384 (2) HGB. Therefore, the obligation to issue a reference pursuant to Section 384 (2) HGB, the obligation to name the third party pursuant to Section 384 (3) HGB and TicketPAY's liability for performance are excluded. The organizer's right to demand a final invoice for the number of repersonalizations carried out for an event in accordance with these special provisions remains unaffected.

5.2 Insofar as the commission-based processing of the re-personalization by TicketPAY should lead to the granting of credit within the meaning of § 393 HGB, the organizer hereby expressly agrees to this.

5.3 TicketPAY and the organizer agree that there is no commercial custom for the processing of the repersonalization, according to which the commission agent is responsible for the fulfilment of liabilities of third parties. As a precautionary measure, the organizer waives any claims against TicketPAY within the meaning of § 394 HGB.



5.4 The assignment of claims of the organizer against TicketPAY requires the prior written consent of TicketPAY.

6. Repersonalization and resale

The resale of an already personalized ticket is subject to the special terms and conditions for the processing of resale (see section E), and the re-personalization is subject to the special terms and conditions for the processing of re-personalization listed here.

E. Special provisions for the processing of resale

Preamble

For certain events, the organizer may permit the resale of tickets between a ticket seller and a ticket buyer.

The ticket seller sells his ticket to a ticket buyer in his own name and for his own account.

The operation of the resale platform is carried out by TicketPAY in its own name according to the specifications and for the account of the organizer. The organizer grants TicketPAY permission to carry out the resale via the TicketPAY websites. In the case of resale, the right of admission is assigned from the ticket seller to the ticket buyer. This assignment is subject to approval and is carried out by TicketPAY in the name and on behalf of the organizer if the process is carried out properly in accordance with section E.1.1 ff. Processing is carried out exclusively via TicketPAY accounts/contracts.

These special provisions govern the contractual relationship between the organizer and TicketPAY with regard to the processing of resales by way of a commission by TicketPAY as commission agent for the organizer as principal.

1. Expiry of the resale

TicketPAY carries out the resale according to the following conditions:

1.1 Tickets are sold via the MyTicket portal in the "Resell ticket" section. The ticket seller sets the price at which the ticket is to be offered, but within the limits set by the organizer. The ticket seller only receives this sales price later.

1.2 In addition to this ticket price, a participant resale fee determined by the organizer will be charged, which is owed by the ticket seller. The ticket seller decides whether to add the participant resale fee (in whole or in part) to the price of the admission ticket or to pay the participant resale fee (in whole or in part) himself. The participant resale fee will not be paid out to the ticket seller.

1.3 After entering the sales price, confirming the General Terms and Conditions for the use of TicketPAY by participants (hereinafter referred to as "Participant GTC") and starting the resale, the ticket is available for sale. Until a ticket buyer has purchased the ticket, the ticket seller has the option of withdrawing the sales offer at any time. In all other respects, the Participant T&Cs apply to the purchase of a ticket.

1.4 As soon as the ticket has been sold, TicketPAY gives its consent in the name and on behalf of the organizer to assign the right of admission from the ticket seller to the ticket buyer. The successful sale will be displayed to the ticket seller in the MyTicket portal and communicated by e-mail. The right of admission is transferred to the Ticket Purchaser by issuing the Ticket Purchaser with a new ticket, whereby the Ticket Vendor's ticket is simultaneously invalidated and no longer entitles the Ticket Purchaser to admission to the event. In principle, TicketPAY does not share the contact details of the other party with the ticket seller and ticket buyer. If one of these two parties asserts to TicketPAY that it needs the data of the other party to assert its own claims, TicketPAY will provide both parties - if available - with (a) the name, (b) the address and (c) the e-mail address of the other party.

1.5 The payment to the ticket seller must be approved by TicketPAY. A possible prerequisite for such a release is information that serves to identify the person of the ticket seller (e.g. to avoid money laundering). After this release, TicketPAY will transfer the outstanding amount (sales price of the ticket according to section E.1.1) to the ticket seller to the named bank account. Once the amounts have been transferred to this bank account, the contract has been fulfilled by TicketPAY. TicketPAY accepts no liability for chargeback fees due to incorrect bank details provided by the ticket seller and reserves the right to charge these to the seller. In the case of transfers to account holders outside the EU, there may be differences due to possible currency conversions and bank charges on incoming payments. These differences are at the expense of the ticket seller and are not to be borne by TicketPAY.

1.6 TicketPAY reserves the right to deviate from the payment date and to retain the collected funds for a longer period of time if there is a suspicion of misuse. This is the case, for example, in the event of money laundering.

1.7. The ticket seller is obliged to raise objections to the transfer made by TicketPAY immediately, but no later than four (4) weeks after the transfer. Otherwise, the processing of the ticket sale shall be deemed approved.

2. Commission fee , settlement

2.1. TicketPAY receives a commission fee from the organizer for processing the resale in the form of a resale fee in accordance with the "TicketPAY price list for organizers".

2.2. With the resale of a ticket, the respective commission fee is earned and due for payment.

2.3. If an event is not held for reasons for which TicketPAY is not responsible, the commission fee for services already provided by TicketPAY will still be due.

2.4. TicketPAY will pay the attendee resale fees generated by the resale less the commission fee (hereinafter referred to as "organizer fees") to the organizer in accordance with the following provisions: (a) The tax and accounting documents will be prepared on the basis of credit notes from TicketPAY to the organizer. (b) The obligation to pay out the Organizer Funds is limited to the amounts actually received by TicketPAY and is carried out in accordance with Section A.4, whereby the deviations in accordance with Section E.4 must be observed.

3. Special case: Commission fee is higher than participant resale fee, settlement

The organizer can instruct TicketPAY to charge the ticket seller no or lower participant resale fees than the above-mentioned commission fee. In this case, TicketPAY shall receive compensation from the organizer for processing the resale and for the expenses incurred in the amount of the difference between the commission fee in accordance with section E.2.1 and the participant resale fees plus statutory VAT. The organizer will receive an invoice from TicketPAY for the compensation in accordance with section A.4, whereby the deviations in accordance with section D.4 must be observed.

4. Settlement and deviations from the general regulation

4.1. In deviation from section A.4.1, processing takes place exclusively via TicketPAY accounts/contracts. The payment methods used are specified by TicketPAY.

4.2. Notwithstanding sections A.4.4 and A.4.5, the settlement and payment for the previous month shall be made within the first (5) working days of the following month.

5. Applicable special regulations for commission relationships

5.1. The parties agree that, in view of the business model pursued by both parties for the processing of the resale, it is not necessary to notify a third party pursuant to Section 384 (2) HGB. Therefore, the obligation to issue a reference pursuant to Section 384 (2) HGB, the obligation to name the third party pursuant to Section 384 (3) HGB and TicketPAY's liability for performance are excluded. The organizer's right to demand a final invoice for the number of repersonalizations carried out for an event in accordance with these special provisions remains unaffected.

5.2. Insofar as the commission-based processing of the resale by TicketPAY should lead to the granting of credit within the meaning of § 393 HGB, the organizer hereby expressly agrees to this.

5.3. TicketPAY and the organizer agree that there is no commercial practice for the processing of resales according to which the commission agent is responsible for the fulfilment of third-party liabilities. As a precaution, the organizer waives any claims against TicketPAY within the meaning of § 394 HGB.

5.4. The assignment of claims of the organizer against TicketPAY requires the prior written consent of TicketPAY.

6. Resale of an already personalized ticket

The resale of an already personalized ticket is carried out in accordance with the special provisions for the processing of a re-personalization (see section D) with regard to the then also necessary re-personalization, and in accordance with the special provisions for the processing of the resale listed here with regard to the resale.