

Conditions of using the Refund/Voucher/Donation-tool

In addition to - and to clarify - the agreements (with regard to liability and indemnities) between Client and See Tickets included in the Merchant Agreement, the following agreements apply to the Refund/Voucher/Donation-tool (hereinafter: the “**Tool**”):

Application

1. These conditions only apply to Clients who use the Tool for events that have been rescheduled or cancelled due to the measures taken against the spread of the Coronavirus. See Tickets reserves the right to determine whether this is the case.
2. These conditions are intended to clarify and supplement the applicable Merchant Agreement, general terms and conditions and (written) agreements made between Client and See Tickets, which remain in full force and effect. The purpose of these conditions is to clarify and specify (points of) agreements between the Client and See Tickets regarding the use of the additional (online) service provided in order to modify/replace the agreement between the Client and the holder of (a) ticket(s) (hereinafter: “Customer”) regarding the purchase of tickets (and possibly “Add-ons”).

Right of use and fees

3. See Tickets hereby grants the Client the right to use the Tool, which may be revoked by See Tickets at any time without giving reasons. See Tickets does not charge the Client any costs for making the Tool available. The applicable rates with regard to, for example, Refunds, remain unchanged (as indicated above). For the Customer’s new purchase with the issued voucher code, the Client pays See Tickets the applicable See Tickets fees associated with a new transaction, i.e. the normal *See Tickets fee per product* and/or *See Tickets fee per order*.

Intellectual property rights

4. All intellectual property rights to the (content of) the Tool belongs to See Tickets. These intellectual property rights of See Tickets are recognised and respected by the Client. The Client guarantees that it will at all times make every effort not to infringe these intellectual property rights of See Tickets, such as, but not limited to, copying the source code of publishing the underlying software.

Settings Tool

5. Client is, and remains at all times, responsible for the correctness of their own settings/contents of the Tool, including, but not limited to, settings that (varying) ticket prices, the validity period of the voucher and the inclusion of Add-ons. This also applies if See Tickets enters its data into the Tool for the Client, insofar as these data have been provided by the Client. The Client indemnifies See Tickets from any claims from third parties with regard to (incorrect) information entered on the basis of

this article. The Client is also obliged and responsible for offering and applying conditions in its relationship with the holder of (a) Ticket(s) (hereinafter: “**Customer**”) in and via the Tool in which the amendment to the agreement is specified. The Client is responsible for providing the Customer with adequate information regarding the modification of the agreement, prior to the use of the Tool.

Obligation of providing relevant services

6. After the Customer has used the Tool, and has made a choice between i) receiving a refund or ii) receiving a voucher, Client is obliged to actually provide the relevant services to the Customer. The Client indemnifies See Tickets with regard to all claims of the Client(s) that relate to services that have not been delivered or have been partially delivered.

Indemnification See Tickets

7. By using the Tool, the existing agreement between the Client and the Customer can be modified or cancelled. The Client acknowledges that See Tickets, as agreed in the Terms and Conditions of Use, is not a party to this agreement and does not play a role in the modification/cancellation of the agreement. The applicable or (partially) modified agreement is not opposable against See Tickets. The Client therefore indemnifies See Tickets against any claim by Customers and third parties, such as (government) authorities with penalty and/or enforcement powers, that relates to the delivery, charged (service) costs, cancellation or modification of the service/product delivery from the Client to the Customer(s) (as a result of using the Tool). The provisions regarding chargebacks, as included in the general terms and conditions of See Tickets that apply to the relationship between Client and See Tickets (B2B), also apply to the use of the Tool.

Responsibility Client

8. Client's use of the Tool is entirely at Client's expense and risk. See Tickets does not accept any liability for the use of this Tool by the Client, due to possible interruptions of, or errors and defects in, the Tool, except in the case of intent or gross negligence on the part of See Tickets. If See Tickets is nevertheless deemed liable, it is not liable for indirect loss, such as, but not limited to, loss of profit or (legal) costs incurred. For additional rules (and limitations) of liability, see the corresponding article of the Merchant Agreement between the Client and See Tickets.
9. See Tickets makes available to Client, for illustrative purposes only, a set of general model terms and conditions (“Template T&Cs for event organisers), which explain the possible contents of the applicable terms and conditions between Client and the Customer. Use of the terms and conditions is at the full risk of Client. See Tickets does not guarantee the (legal) accuracy of these articles and accepts no liability whatsoever for the (partial) use of these terms and conditions by the Client in its relationship with the Customer. See Tickets emphasises that these terms and conditions are different for each of its Clients and require its own legal customisation.

The Client indemnifies See Tickets against claims from its Customer(s) relating to the use of these terms and conditions. The Client acknowledges that having read the Disclaimer at the bottom of the “Template T&Cs event organisers”, which contains an identical message.

Amendments

10. See Tickets is entitled to change and/or supplement the terms and conditions of use for this Tool at any time. See Tickets is also entitled to commercialize the Tool after the combating of the Coronavirus, which time will be determined by See Tickets and communicated to the Client. See Tickets reserves the right to charge a fee for the Client for the commercialised version of this Tool.

Applicable law and forum

11. These Conditions of Use of the Tool are governed exclusively by Dutch law.
12. All disputes arising from these Conditions of Use of the Tool or any resulting or related (further) agreement will be exclusively settled in the first instance by the competent court in Amsterdam.