

General Terms and Conditions of XS2Event BV

Version 1.0

Date 12 March 2020

XS2Event is located at Rijksstraatweg 63, 9756 AC Glimmen, and registered with the Dutch Chamber of Commerce under number 76269078; these details can also be found at www.xs2event.com.

XS2Event is a platform that enables you, the Customer, to directly purchase tickets to sporting events. In this way, XS2Event enables a transaction between you, the Customer, and the Supplier of a Ticket for an Event that you want to attend. You can find the General Terms and Conditions below. These always apply if you use one of our services and/or place an order through our Website. The General Terms and Conditions contain important information for you as a Customer. You should therefore read them carefully.

The services of XS2Event, to which these General Terms and Conditions apply, include:

- displaying and listing events as submitted by the organizer, promoter, Supplier, producer, presenter or manager of the Event,
- accepting and processing online orders for Tickets, and
- providing a confirmation number for a transaction.

Artikel 1. DEFINITIONS

- 1.1 **General Terms and Conditions:** The present General Terms and Conditions.
- 1.2 **Service(s):** services as described in the Agreement.
- 1.3 **Event(s):** The Event listed on the Website and submitted to XS2Event by the organizer, promoter, Supplier, producer, presenter or manager of the Event.
- 1.4 **Product(s):** all products as described in the Agreement.
- 1.5 **Intellectual Property Rights:** rights (to intellectual property) including, but not limited to, copyrights (including, naturally, the copyrights to software), database rights, domain names, trade name rights, trademark rights, design rights, related rights, patent rights and rights to know-how.
- 1.6 **Customer:** the natural person or legal person who is acting in the exercise of a profession or business, or the person who is acting on his/her behalf and who enters into an Agreement with XS2Event and/or has registered on the Website.
- 1.7 **Supplier:** Supplier of the Ticket.
- 1.8 **Agreement:** the agreement between the Parties, on the basis of which XS2Event provides its Products and Services to the Customer, and of which the General Terms and Conditions form an integral part.
- 1.9 **Party/Parties:** XS2Event and the Customer, jointly or separately.

- 1.10 **Ticket(s):** a right of access to attend a specific Event, which may be subject to additional conditions and/or restrictions.
- 1.11 **Fee(s):** the costs charged by XS2Event for its services.
- 1.12 **Confidential Information:** non-public information related to a Party, and information that a Party has designated confidential or that should be treated as confidential due to the nature of the information or the circumstances under which the disclosure takes place.
- 1.13 **Website:** the website of XS2Event, which can be visited at www.xs2event.com, and all associated subdomains.
- 1.14 **Employee:** the person who is employed by one of the Parties or who performs work for the relevant Party on an assignment basis.

Artikel 2. APPLICABILITY AND INTERPRETATION

- 2.1 The General Terms and Conditions apply to and form part of every (legal) act related to the preparation, establishment or implementation of the Agreement. The General Terms and Conditions also apply to all subsequent Agreements between the Customer and XS2Event if the Customer has accepted their validity in previous Agreements with XS2Event.
- 2.2 The applicability of any purchase conditions or other conditions of the Customer is expressly excluded.
- 2.3 Provisions or conditions set by the Customer that deviate from, or do not appear in, the General Terms and Conditions are only applicable to the Agreement insofar as the Parties agree on this in writing.
- 2.4 In the event that specific product, promotional or service terms and conditions of the Supplier also apply in addition to these General Terms and Conditions, those terms and conditions shall also apply.

Artikel 3. ESTABLISHMENT OF THE AGREEMENT

- 3.1 The Agreement is concluded at the moment of acceptance of the offer by the Customer and the fulfillment of the associated conditions set by XS2Event and/or the Supplier.
- 3.2 If the Customer has accepted the offer electronically, XS2Event shall immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed, the Customer has the option to terminate the Agreement.
- 3.3 If it is determined that incorrect information was provided by the Customer when accepting or otherwise entering into the Agreement, XS2Event has the right to only fulfill its obligation after it has received the correct information.
- 3.4 Within legal frameworks, XS2Event can obtain information about whether the Customer can fulfill their payment obligations, but also about all facts and factors that are important for the responsible conclusion of the Agreement. If, based on this investigation, XS2Event has good reasons not to enter into the Agreement, it is entitled to refuse an order or request while providing a statement of its reasons for doing so, or to attach special conditions, such as prepayment, to the implementation of the Agreement.

Artikel 4. REGISTRATION

- 4.1 To make optimal use of the Website, the Customer can register via the registration form or by using the account registration option on the Website.
- 4.2 During the registration procedure, the Customer must choose a user name and password with which they can log in to the Website after registration. The Customer is responsible for choosing a sufficiently reliable password.
- 4.3 The Customer must keep their login details, user name and password strictly confidential. XS2Event is not liable for misuse of the login data and may always assume that a Customer who logs in to the Website is truly the Customer authorized to do so. Everything that occurs through the use of the account of the Customer falls under the responsibility and risk of the Customer.
- 4.4 If the Customer knows or suspects that their login data has fallen into the hands of unauthorized persons, the Customer must change their password as soon as possible and/or inform XS2Event of the situation, so that XS2Event can take appropriate measures.

Artikel 5. IMPLEMENTATION OF THE AGREEMENT

- 5.1 As soon as the order has been received by XS2Event and the Customer has paid the invoice amount, XS2Event shall provide the Customer with information on the ticket delivery as soon as possible.
- 5.2 If the Supplier offers an electronic delivery of tickets, the Customer can print the tickets after the order has been processed. These tickets contain a unique barcode that corresponds to the order of the Customer, must be brought to the Event and can be scanned at the entrance to the Event.
- 5.3 If a physical Ticket is required, these Tickets shall be sent by the Supplier to the Customer or collected by the Customer at a Pickup point.
- 5.4 XS2Event is entitled to engage third parties to assist in the fulfillment of the obligations arising from the Agreement. The General Terms and Conditions also apply to the work that third parties perform within the framework of the Agreement. These third parties are not authorized to represent XS2Event.
- 5.5 The Website clearly describes - in a timely manner before the conclusion of the Agreement - the manner in which the delivery will be made by the Supplier and within which period the tickets will be delivered. If no delivery period has been agreed or stated, the tickets shall in any case be delivered by the Supplier 24 hours prior to the Event.
- 5.6 If the Supplier cannot deliver the Tickets within the agreed period, they shall inform the Customer of this fact. In that case, the Customer can agree to a new delivery date or be given the option to terminate the Agreement free of charge.
- 5.7 XS2Event advises the Customer to inspect the Tickets delivered and to report any defects that have been discovered in writing to the Supplier within a reasonable period, but no later than five working days.
- 5.8 As soon as the relevant Tickets have been delivered to the specified delivery address or have been collected from a pickup point, the risk with regard to these Tickets shall transfer to the Customer.

Artikel 6. DURATION AND END OF THE AGREEMENT

- 6.1 The duration of the Agreement is established in the Agreement. If no duration is specified, the Agreement is entered into for the duration that is necessary for the delivery of the Tickets or the provision of the Services.
- 6.2 XS2Event may suspend or terminate the Agreement at any time if:
- i) The Customer has been declared bankrupt;
 - ii) The Customer has been granted a suspension of payment;
 - iii) Obligations that, by their nature, are intended to continue even after the end of the Agreement shall also remain in full force after the end of the Agreement and apply to the Customer and their legal successors.

Artikel 7. PAYMENT AND SERVICE COSTS

- 7.1 If the Customer pays for the Tickets via XS2Event, the Customer shall be charged for this by XS2Event. This amount consists of costs for processing the payment and, if applicable, costs for processing the refund.
- 7.2 The costs are, in general, 3.0% of the nominal value of the ticket prices.
- 7.3 If a refund is authorized for a Ticket, the Fees will be deducted from the refund amount and not refunded to the Customer.
- 7.4 The previous paragraph of this article (paragraph 3) may be deviated from if the Supplier also chooses to authorize and provide a refund of the Fees.
- 7.5 XS2Event does not in any way exercise control or authority over the Events, the Tickets and the Suppliers, availability, seats, individual refunds or other companies selling tickets for the events on the Website.

Artikel 8. PRICE AND PAYMENT

- 8.1 The Event determines the price of the Tickets at its sole discretion.
- 8.2 The Customer pays XS2Event the amount stated in the Agreement.
- 8.3 All prices mentioned by XS2Event include the locally applicable sales tax and other levies imposed by the government, unless stated otherwise.
- 8.4 In any case, a payment term of at least fourteen (14) days applies to each invoice. If a different payment term is stated on the invoice, this invoice term shall be applicable.
- 8.5 Tickets shall only be delivered after the Customer has paid the relevant invoice amount.
- 8.6 If a price is based on data provided by the Customer and this data turns out to be incorrect, XS2Event has the right to adjust the price accordingly, even after the Agreement has already been concluded.
- 8.7 If the Customer does not fulfill their payment obligation(s) in time, XS2Event shall notify them of late payment. After the notification of late payment, XS2Event shall grant the Customer a period of fourteen (14) days to fulfill their payment obligations.
- 8.8 In addition to the amount owed and the statutory interest on this amount, the Customer is obliged to fully reimburse both extrajudicial and judicial collection costs in the event of late payment, including the costs for lawyers, legal experts, bailiffs and collection agencies.

- 8.9 Within legal frameworks, XS2Event can obtain information about whether the Customer can fulfill their payment obligations, but also about all facts and factors that are important for the responsible conclusion of the Agreement. If, based on this investigation, XS2Event has good reasons not to enter into the Agreement, it is entitled to refuse an order or request while providing a statement of its reasons for doing so, or to attach special conditions, such as prepayment, to the implementation of the Agreement.
- 8.10 The amount paid for the purchased tickets shall not be refunded to the Customer, except on the basis of Article 10. There are also no refunds for lost, expired, destroyed or damaged tickets, nor shall there be refunds under any other circumstances.
- 8.11 In the event that XS2Event experiences a chargeback or any other financial loss due to invalid financial or payment account information provided by the Customer, or due to any other act or omission by the Customer, XS2Event has the right to recover its reasonable costs of collection from the Customer, in addition to the amounts otherwise due.
- 8.12 The reasonable costs, as mentioned in the previous paragraph (paragraph 12), include, but are not limited to, the costs of a collection agency, reasonable lawyer's fees and court fees.
- 8.13 The content of the Website has been compiled with the greatest care. However, XS2Event cannot guarantee that all information on the Website is accurate and complete at all times. All prices and other information on the Website and in other materials originating from XS2Event may therefore be subject to obvious programming and typing errors.

Artikel 9. TICKET LIMIT

- 9.1 XS2Event has the right to limit the Customer in their purchase of the Tickets, partly in order to discourage unfair commercial practices. XS2Event can limit the number of Tickets that a Customer can purchase for each Event.
- 9.2 If the Customer does not adhere to the predetermined maximum number of tickets and engages in practices that XS2event, at its sole discretion, considers unfair, XS2Event has the option to close the Customer's account and cancel the Customer's ticket purchase without prior notice.

Artikel 10. CANCELED OR SCHEDULED EVENTS

- 10.1 If an Event is canceled or postponed due to weather or other unforeseen circumstances, a cancellation notice will be posted on the Website.
- 10.2 XS2Event shall endeavor to inform the Customer of the cancellation as soon as possible if the Customer has purchased Tickets for the canceled Event.
- 10.3 If the Customer has already paid for these Tickets, the Tickets shall be refunded by the Supplier as soon as possible, unless the conditions of the Supplier exclude this option.
- 10.4 The Customer is responsible for providing up-to-date information on where the Customer can be reached in the event of a cancellation.

10.5 The Supplier is not responsible for refunding a person other than the person who ordered the tickets (as identified in the records of XS2Event), regardless of whether or not the tickets have been transferred to a third party.

Artikel 11. CUSTOMER OBLIGATIONS

11.1 The Customer shall ensure that all (technical) information, decisions and data that he/she considers necessary for the implementation of the Agreement are provided to XS2Event in a timely manner. The Customer is responsible for the accuracy and completeness of this information. This also includes, but is not limited to, complying with permit applications and other legal requirements.

11.2 The Customer knows that one Ticket is required per person. If several parties try to enter the Event with the same Ticket, only the first person shall be admitted to the Event.

Artikel 12. EVENT RESTRICTIONS

12.1 The Events reserve the right, without refunding any amount paid, to refuse access to or to expel any person whose conduct is considered disorderly, or whose conduct is not in accordance with the rules and guidelines of the Event.

12.2 The belongings of any person who enters the Event can be searched.

12.3 In the event of a violation of the terms and conditions or the house rules of the Event, the right to access to the Event may be terminated without reimbursement.

12.4 A Ticket cannot be exchanged for cash.

Artikel 13. GUARANTEE

13.1 XS2Event is solely a channel for the Ticket services of the Event and offers no guarantees regarding the house rules and conditions of the Event.

13.2 When purchasing a Ticket, the Customer assumes all risks, losses and liability arising from or related to the Event for which a Ticket has been issued, or for, during and/or after an Event, insofar as the house rules and conditions of the Event do not stipulate otherwise.

Artikel 14. INTELLECTUAL PROPERTY RIGHTS

14.1 The Intellectual Property Rights, including all images, drawings, (technical) descriptions and advice that XS2Event provides to the Customer, belong to XS2Event.

14.2 The Customer shall not perform any acts that could infringe on the Intellectual Property Rights of XS2Event and/or its licensors, including, but not limited to, making all or part of the content referred to in the previous paragraph public without permission. The Customer acknowledges and accepts that any unauthorized use or action infringes on the Agreement and the applicable legislation.

Artikel 15. CONFIDENTIALITY

15.1 The Parties shall treat information that they provide to each other before, during or after the implementation of the Agreement confidentially when this information can reasonably be regarded as confidential or is explicitly regarded as

confidential by one of the Parties. The Parties shall also impose this obligation on their Employees and on third parties engaged by them for the purpose of implementing the Agreement.

- 15.2 The confidentiality obligation shall also remain in force after the termination of the Agreement for whatever reason, and for as long as the party providing the information can reasonably claim the confidential nature of the information.

Artikel 16. LIABILITY

- 16.1 The liability limitations of this Agreement are applicable, unless and insofar as the damage is the result of intent or willful recklessness on the part of XS2Event.
- 16.2 XS2Event shall endeavor to implement the Agreement as carefully and safely as possible. XS2Event has no influence on the final use of the delivered product.
- 16.3 The implementation of the Agreement relieves XS2Event of all liability for defects that the Customer had already discovered or should reasonably have discovered at the time of delivery.
- 16.4 The total liability of XS2Event for direct damage suffered by the Customer as a result of an attributable shortcoming in the fulfillment of this Agreement, or due to an unlawful act of XS2Event, its employees or third parties engaged by it, is limited per event or a series of related events to an amount equal to the price stipulated in the Agreement (including VAT), with a maximum of € 1,000.00.
- 16.5 Direct damage is exclusively understood to mean: the reasonable costs to determine the cause and the extent of the damage, any reasonable costs incurred to make the inadequate performance of XS2Event conform to the Agreement and reasonable costs incurred to prevent or limit damage, insofar as the Customer demonstrates that these costs have limited direct damage.
- 16.6 The liability of XS2Event vis-à-vis the Customer for indirect damage, consequential damage, damage due to lost turnover or profits, delay damage, damage due to loss of data, damage due to exceeding deadlines as a result of changed circumstances, damage due to the Customer providing insufficient cooperation, information or materials, and damage due to information or advice provided by XS2Event, the content of which is not explicitly part of the Agreement, is excluded.
- 16.7 A condition for any right to compensation is always that the Customer reports the damage in writing to XS2Event within a reasonable period of time, but in any case within two (2) months after the damage occurs.
- 16.8 The liability of XS2Event with regard to attributable shortcomings in the implementation of the Agreement only applies if the Customer gives XS2Event a proper written notice of default without delay, stating a reasonable period for the rectification of the shortcoming, and XS2Event continues to imputably fall short of fulfilling its obligations after this period has elapsed. The notice of default must contain as detailed a description as possible of the shortcoming, so that XS2Event is able to respond adequately.
- 16.9 The Customer indemnifies XS2Event against all claims from third parties (including the customers of the Customer) with regard to compensation for damage, costs or interest in connection with this Agreement and/or the Service.

- 16.10 XS2Event cannot be bound by the fulfillment of any obligation under the Agreement if XS2Event is prevented from fulfilling its obligations as a result of force majeure. XS2Event is not liable for any damage that is the result of force majeure.
- 16.11 Force majeure includes, but is not limited to: disruptions of public infrastructure, defectiveness of goods, equipment or software or other source material of which the use has been prescribed by the Customer, the unavailability of Employees, government measures, general transport problems, strikes, wars, terrorist attacks and domestic riots.
- 16.12 If a force majeure situation lasts longer than 90 days, Parties have the right to terminate the Agreement in writing. What has already been performed under the Agreement shall in that case be settled proportionally, without the parties remaining indebted to each other for the rest.

Artikel 17. CHANGES TO THE GENERAL TERMS AND CONDITIONS

- 17.1 XS2Event reserves the right to change or supplement these General Terms and Conditions. Changes also apply to Agreements already concluded with due observance of a period of 30 days after the change is announced.
- 17.2 Changes are announced via www.xs2event.com, by email to the Customer, or via another channel whereby XS2Event can prove that the announcement has been sent to the Customer. Non-substantive changes of minor importance can be implemented at any time and do not require any notification.

Artikel 18. Final provisions

- 18.1 The Agreement is governed by Dutch law.
- 18.2 Unless otherwise stipulated by mandatory law, any disputes that may arise from the Agreement shall be referred to the competent Dutch court in the district where XS2Event is located.
- 18.3 In these General Terms and Conditions, 'written' also means communication by email, provided that the identity of the sender and the integrity of the email are sufficiently established.
- 18.4 If a provision in the Agreement or General Terms and Conditions is determined to be invalid, the validity of the entire Agreement or General Terms and Conditions shall not be affected. In that case, the Parties shall replace the invalid provisions with new provisions, whereby the intention of the original provision shall be preserved as much as legally possible.
- 18.5 XS2Event is entitled to transfer its rights and obligations arising from the Agreement to a third party taking over XS2Event or the business activities of XS2Event.