

# General Terms and Conditions of Momice for the purchase of tickets

*Version: 1.0 Last updated on the 5th of March 2018*

Momice B.V., with its principal place of business in Amsterdam and registered with the Dutch Chamber of Commerce under file number 34293210, provides an online tool to manage events and communications related thereto. Some organizers of events offer ticket for their events using the services of Momice. In such cases Momice acts as an intermediary in the formation of an agreement between the event organizer and you (the customer).

This document sets out the terms and conditions governing the services provided by Momice. We recommend that you read them carefully. These general terms and conditions apply to all offers from and agreements with Momice. Terms and conditions applied by the customer that deviate from or that are not included in these general terms and conditions only bind Momice if and to the extent such has been explicitly accepted in writing by Momice.

## Article 1. Definitions

- 1.1 Agreement:** The Agreement formed between Momice and the Customer of which these general terms and conditions form an integral part.
- 1.2 Customer:** A natural person or the company that concludes an Agreement with Momice.
- 1.3 Event:** an event organized by an Event Organizer for which tickets are sold through Momice.
- 1.4 Event Organizer:** the natural person or legal entity responsible for offering and organizing the Event.
- 1.5 Event Website:** The event website designed by an Event Organizer with the help of Momice's services and through which the Event Organizer offers tickets for its event.
- 1.6 Momice:** Momice B.V., a limited liability company, with its principal place of business located on Hoogoorddreef 73B, 1101 BB in Amsterdam and registered with the Dutch Chamber of Commerce under file number 34293210.

## Article 2. Scope and applicability

- 2.1** These general terms and conditions apply to all offers from, agreements with and deliveries of Momice, unless explicitly agreed otherwise in writing.
- 2.2** It could be that specific Event or service-related terms and conditions of an Event Organizer apply in addition to these general terms and conditions. Such terms and conditions of an Event Organizer will be provided to Customer when ordering tickets. Please check the Event Website or contact the Event Organizer if you have any questions about the terms and conditions of Event Organizer or when such terms and conditions have not been provided.

### Article 3. Formation of an Agreement

- 3.1** The Agreement will be deemed to be concluded at the moment the Customer accepts an offer of Momice subject to the conditions laid down by Momice. All offers of Momice are free of obligation.
- 3.2** Momice facilitates the Event website but is not involved in its operation. Momice has a purely facilitating role, also in respect of links to external services and payment providers. If tickets are being sold through an Event Website, then Momice is not a part of the (purchase) agreement between Customer and the Event Organizer. Momice only acts as an intermediary in the formation of such agreement and supplies the tickets on behalf of the Event Organizer.
- 3.3** Customer may contact Momice with (support) questions related to payment. Momice's current contact information is available on [momice.com](https://momice.com).
- 3.4** Customer must check the Event Website or contact the Event Organizer with questions about a specific Event. Customer must also contact the Event Organizer if Customer has any special requests.

### Article 4. Right of withdrawal and payment

- 4.1** Because an Event takes place on a specific time and date, Customer has no right of withdrawal based on article 6:230p sub e of the Dutch Civil Code. Tickets cannot be returned.
- 4.2** Tickets are offered by Event Organizers through Momice. Prices and other Event and ticket information are determined and provided by the Event Organizers. All prices and information specified on the Event Website or other sources are without obligation and subject to typing errors.

- 4.3** Unless otherwise stated, all mentioned prices are in euros and exclusive of VAT and other levies imposed by the government.
- 4.4** The payment method(s) will be indicated on the Event Website. The payment method(s) may vary from time to time and may include payment in advance. Invoices may be sent electronically.
- 4.5** When starting the process of ordering tickets, Customer is provided with a certain timeframe to complete the order. During the aforementioned timeframe the tickets selected by Customer will be kept available for purchase by Customer. If Customer fails to effect payment, then Customer is provide with another chance to effect payment, as long as this is within the aforementioned timeframe. If the ordering process is not competed within the given timeframe, then the ticket ordering process has failed and the selected tickets will be made available again for purchase by other customers. In such case Customer will have to start the ticket ordering process from the beginning.

## Article 5. Providing tickets

- 5.1** Ordered tickets will be sent to Customer by email. It's Customers responsibility to always provide Momice with its correct and current email address and other requested (contact) information.
- 5.2.** If Momice has a reason to assume that Customer has provided Momice with invalid information (for example: a fake name or email address), then Momice is entitled to cancel Customer's purchase and sell the concerning tickets to other customers. However, Momice will use its best efforts to inform Customer hereof before selling the tickets to other customers.
- 5.3.** Customer is responsible for keeping itself informed about updates concerning an Event (such as: cancellation or rescheduling), by regularly checking the Event Website or contacting the Event Organizer. Momice only provides the tickets on behalf of an Event Organizer and cannot warrant that Customer will be informed about cancellation or rescheduling.
- 5.4.** Customer must contact the Event Organizer if an Event is cancelled or rescheduled. Because Momice is only an intermediary, it cannot offer any compensation. If an Event Organizer wishes to refund tickets through the services of Momice, then Momice will do so after the Event Organizer has provided Momice with the appropriate funds. Any fees charged by Momice (for example: service fees) do not qualify for a refund.
- 5.5.** Unless otherwise provided for in applicable terms and conditions of the relevant Event Organizer, Customer is not allowed to resell or otherwise commercially exploit purchased

tickets. Momice and the Event Organizer may invalidate purchased tickets if Customer violates these general terms and conditions or the specific **service-related terms and conditions of an Event Organizer**.

## Article 6. Intellectual property rights

- 6.1** Nothing in the Agreement or these general terms and conditions is intended to transfer any rights of intellectual property or other proprietary material (including but not limited to: copyrights, trademark rights, trade name rights, model rights, rights to domain names, rights to know-how, and patent rights). All such rights pertaining to tickets or other materials made available by Momice or an Event Organizer, will remain vested with Momice, the Event Organizer or their licensors.
- 6.2** Customer is not permitted to remove or change any part of a ticket or other materials made available by Momice or an Event Organizer. It is explicitly forbidden to forge, falsify, copy or otherwise duplicate tickets or other proprietary material made available by Momice or an Event Organizer.

## Article 7. Liability

- 7.1** If Customer is not a natural person or a legal entity who is acting in a professional or commercial capacity, then this article is only applicable insofar legally allowed with respect to consumers.
- 7.2** Because Momice only provides tickets on behalf of an Event Organizer, Momice cannot be held liable for any shortcomings or damages related to or caused by an Event organised by an Event Organizer.
- 7.3** Momice's liability towards the Customer on whatever grounds is limited per event (whereby a series of related events counts as one event) to the amounts paid by the Customer to Momice for the Event tickets, subject to a maximum of EUR 1.000,-.
- 7.4** Liability on the part of Momice for any indirect losses or damages, which include (but are not limited to): consequential damages, damages resulting out of loss or leaking of data, loss of profits, lost savings, immaterial damages and damages resulting from business interruption, is excluded.
- 7.5** Liability on the part of Momice for an attributable failure to comply with an Agreement only arises if the Customer gives Momice proper notice of default in writing without delay, while providing it a reasonable term to remedy the failure, and Momice remains in default as regards compliance with its obligations after that term as well.

- 7.6** Any exoneration of liability stated in these general terms and conditions will not be applicable in the event of intentional misconduct or deliberate recklessness on the part of Momice executives.
- 7.7** Momice is not obliged to comply with any obligation towards the Customer if circumstances beyond Momice's control exist that prevent compliance. In the event of such *force majeure* – which will in any case include: breakdowns in the telecommunication infrastructure, (Distributed) Denial of Service or other network attacks, domestic unrest, military mobilisation, war, strikes, fire, flooding, and breach of contract by suppliers on whom Momice depends in complying with the Agreement – the execution of the Agreement may be suspended.

## Article 8. Concluding provisions

- 8.1** The Agreement is governed by Dutch law.
- 8.2** Insofar as the rules of mandatory law do not prescribe otherwise, all disputes that may arise from the Agreement will be subject to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.
- 8.3** Changes to management or legal form will not affect the Agreement. Momice may transfer any rights and obligations resulting from the Agreement or these general terms and conditions to third parties.
- 8.4** If any provision of the Agreement or these general terms and conditions will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of the Agreement or these general terms and conditions is invalid or unenforceable, Momice and Customer shall turn to each other for the purpose of agreeing on a new provision to replace the invalid or unenforceable provision. This new provision shall be as similar to the invalid or unenforceable provision as is legally possible.
- 8.5** The version of any information received or stored by Momice serves as authentic and binding proof, subject to evidence of the contrary provided by Customer.
- 8.6** Momice reserves the right to amend or supplement these general terms and conditions.