

GENERAL TERMS & CONDITIONS GOODMESH BV

1.0 Definitions

The terms indicated below with an initial capital letter have the following meaning in these General Terms and Conditions:

- a. General Terms and Conditions: these Goodmesh General Terms and Conditions
- b. Event: the organized event, such as an event of a musical, cultural, sporting and / or recreational nature, for which Goodmesh sells Tickets
- d. Organizer: the natural or legal person who produces or organizes an Event and is responsible for it
- e. Buyer: the natural or legal person who buys a Ticket.
- f. the Visitor: the visitor to the event.
- g. Ticket: the document that serves as an admission ticket to the Event, which is understood to be a regular Ticket.
- h. Goodmesh: the private limited liability company Goodmesh, established in The Hague
- i. Upsell: the sale of additional products or services by Goodmesh on behalf of itself or on behalf of third parties

2 Applicability of the General Terms and Conditions

- a. These General Terms and Conditions apply to all offers, orders, legal relationships and agreements whereby Goodmesh delivers products or services of whatever nature to the Buyer, even if these products or services are not (further) described in these General Terms and Conditions.
- b. Goodmesh expressly rejects the applicability of other terms and conditions of the Buyer.
- c. Parties can only agree in writing to changes to the General Terms and Conditions. Goodmesh B.V. is entitled to change the General Terms and Conditions and to declare amended General Terms and Conditions applicable to Agreements. The amended General Terms and Conditions can be consulted on the Goodmesh website.
- d. The General Terms and Conditions of the Event Organizer apply to the agreement between the Buyer and the Organizer. If not yet in the possession of the Buyer, the Organizer will send the General Terms and Conditions of the Organizer at the Buyer's request.

3 Realization Agreement with Goodmesh

- a. The service that Goodmesh provides consists of distributing Tickets. A Ticket is nothing more than a right of access, in this case access to an Event of the Organizer. With the purchase of a Ticket there are therefore two agreements. An agreement between the Buyer and Goodmesh and an agreement between the Buyer and the Organizer of the Event for which the Buyer has purchased a right of access.
- b. The agreement concluded between Goodmesh and the Purchaser relates to the ordering and delivery process of the Ticket.
- c. Tickets are sent to the (e-mail) address specified by the Buyer in his or her account. Goodmesh will continue to regard the (e-mail) address provided by Buyer as correct.

4 Conclusion of Agreement between Buyer and Organizer

- a. Buyer buys a Ticket for an Event from Organizer via Goodmesh. As a result, an agreement is concluded between the Buyer and the Organizer that relates to rights and obligations in the context of the right of access to the Event of the Organizer. Goodmesh acts as an intermediary in the realization of the agreement between Buyer and Organizer and is not a party to this agreement. The agreement between the Buyer and the Organizer is concluded after the Buyer has purchased one or more Tickets via Goodmesh.

- b. Unless otherwise agreed in writing, all offers, including advertisements and price lists as stated on the Goodmesh website are without obligation.
- c. Before confirming his reservation, the buyer must always carefully check whether the correct Tickets have been reserved. Buyer must always use a correct (e-mail) address when making the reservation. If the Buyer chooses to receive Tickets electronically, the risk of loss, theft or misuse of the Ticket rests with the Buyer from the moment the Tickets have reached him. If there is any doubt about the accuracy of the information that the Buyer has entered when placing the order, Goodmesh can contact the Buyer using the information that the Buyer has entered. If Goodmesh cannot reach the Purchaser and therefore cannot check the data, Goodmesh may cancel the reservation and still sell the Tickets to another Purchaser. If Goodmesh has doubts about the correctness or validity of the data entered by the Purchaser in the order or the means of payment used by the Purchaser, it has the right to cancel the Purchaser's reservation and still sell the Tickets to another Purchaser. . Goodmesh will endeavor to inform the Buyer in such a case. Every agreement is entered into under the condition precedent of sufficient availability of the products or services in question.
- d. Goodmesh is entitled, independently and / or at the request of the Organizer, to set a maximum number of tickets to be reserved or to be purchased. In the event of a concrete suspicion of abuse with regard to circumventing the set maximum, Goodmesh is entitled to cancel the reservation of the Tickets independently or at the request of the Organizer or to invalidate the Tickets concerned. This is to prevent tickets being purchased on a large scale.
- e. Goodmesh has the option to offer additional products when selling Tickets. If Goodmesh sells products or services from third parties through this activity, the (delivery of) the relevant products or services will be subject to the (General) Terms and Conditions of this third party.

5 Prices, payment and cancellation

- a. Goodmesh sells Tickets on behalf of Organizer that determines the price and the number of available places. Information regarding price and availability is provided without obligation and subject to change.
- b. Buyer pays for the products or services ordered through the website, the price stated on the website. Payment takes place in the manner indicated on the Goodmesh website. Further (payment / order) conditions can be imposed on the order.
- c. All Goodmesh prices as stated on the website are in euros including VAT, unless explicitly stated otherwise.
- d. Service costs may be charged per ticket and in some cases transaction costs and delivery costs per order.
- e. If the Buyer does not pay the amounts due on time, the Buyer will owe statutory interest on the outstanding amount without any notice or notice of default being required. If, after a reminder or notice of default, the Buyer continues to pay the claim, Goodmesh may hand over the claim, in which case the Buyer is also required to pay all judicial and extrajudicial costs in addition to the total amount owed, including costs calculated by external experts in addition to the claim. the costs determined by law.
- f. Tickets can be canceled up to 5 business days before the Event. To cancel Tickets, the Buyer can contact Goodmesh. If the ticket price is refunded, Goodmesh will also refund any service costs.

6 Canceled or postponed Events

- a. It is the responsibility of the Buyer to check whether an Event has been canceled or postponed and what the new time or location will be. Although Goodmesh will attempt to notify the Purchaser of the cancellation after Goodmesh has received the necessary information from the Organizer, Goodmesh cannot guarantee that the Purchaser will be notified of the cancellation before the date of the Event. Goodmesh is not responsible for any costs incurred.
- b. Tickets for postponed Events remain valid for the replacement Event. If an Event is postponed to a different location or date, the Organizer may impose conditions on the reimbursement of the ticket price.

d. In the event that an Event is canceled or postponed, the Buyer can hand in the Tickets for this Event in accordance with the arrangement as determined by the Organizer. For the relevant conditions, please refer to the General Terms and Conditions of the Event Organizer. If the Organizer of the Event requests Goodmesh to refund the Purchaser, in whole or in part, to the ticket price, Goodmesh will proceed to do so after it has received the relevant funds from the Organizer of the Event. If the ticket price is refunded, Goodmesh will also refund any service costs.

e. If an Event is canceled or postponed, any products or services sold through Upsell are not eligible for a refund.

7 Tickets

a. Goodmesh offers a Regular Ticket to the Buyer.

b. The Tickets distributed by Goodmesh remain the property of the Organizer at all times. The Buyer is not permitted to resell a Ticket if this is contrary to the law. In addition, an Organizer may prohibit the resale or commercial use of a Ticket. The Buyer must check this in the terms and conditions of the Organizer that are referred to on the Ticket and during the ordering process. In the event of (attempted) resale or commercial use in violation of the law or the general terms and conditions of the Organizer, the Organizer is entitled to invalidate the relevant Ticket and / or to impose a fine on the Buyer. Holders of invalid admission tickets will be denied access to the Event, without any right to compensation.

c. After receipt, the Buyer must immediately check the Tickets for accuracy. Tickets cannot be exchanged or reimbursed after purchase.

d. If the Buyer's Ticket is damaged in such a way that it can no longer be checked for authenticity, the Buyer can contact Goodmesh via e-mail or telephone.

8 Goodmesh as an organizer

a. Goodmesh will do everything possible to make the visit to the Event proceed as desired by the Visitor. Goodmesh will exercise the best possible care to the Visitor. Goodmesh will also try to have the events take place undisturbed. Goodmesh endeavors to minimize any inconvenience or inconvenience to the Visitor, and to guarantee the Visitor's safety as much as possible. Goodmesh would like to hear suggestions from the Visitor to improve the service. The Visitor can contact Goodmesh in this regard at any time. If any inconvenience or inconvenience cannot reasonably be avoided, Goodmesh will apologize for this.

9 Advertising / complaints

a. Complaints about the implementation of the agreement between Goodmesh and the Visitor must reach Goodmesh by registered letter within eight days after the execution of the agreement has taken place or should have taken place. Complaints submitted after this period will not be processed by Goodmesh.

b. Complaints are not possible with regard to the following complaints and circumstances, and therefore never lead to any obligation for compensation on the part of Goodmesh:

- complaints and circumstances that relate to changes in the program, including, but not limited to, changes in the person (s) of people performing, the composition of the program, shifts of events to another date;
- complaints and circumstances relating to the quality of the performances of the events to which the agreement between Goodmesh and the Visitor relates;
- complaints and circumstances relating to nuisance or inconvenience caused by other visitors or unlawful intruders including, but not limited to, noise nuisance, inappropriate behavior, theft and molestation; in the event of repeated nuisance or inconvenience caused by certain visitors to be further identified, Goodmesh will do everything possible to deny these visitors access if necessary in the future;
- complaints and circumstances that relate to nuisance or inconvenience caused by maintenance work, or to the consequences of these maintenance work that could reasonably be carried out at that time;

- complaints and circumstances that relate to nuisance or inconvenience caused by improper functioning of facilities;
- complaints and circumstances relating to nuisance or inconvenience, including limited visibility for the Visitor, caused by (sound) recordings by the media and the technical facilities in the halls made as a result thereof;
- complaints and circumstances that relate to (noise) nuisance caused by events taking place simultaneously, including necessary actions that serve to prepare for these events, or that are connected in any other way with these events, in other areas of the Event;
- complaints and circumstances relating to nuisance or inconvenience caused by public transport strikes.

10 Intellectual Property Rights

- a. The intellectual property rights attached to the Goodmesh Ticket belong to Goodmesh or its licensor. The buyer will refrain from conduct that could harm rights or other interests with regard to Goodmesh or its licensor.
- b. The Buyer is not permitted to remove or change any indication regarding copyright, brands, trade names or other industrial property rights of the Ticket, or to make any change in the form or any other characteristic of the Ticket.
- c. The Buyer is forbidden to falsify, multiply or reproduce the Ticket in any way.
- d. The Agreement does not extend to the transfer of any intellectual property right from Goodmesh to the Buyer.

11 Privacy

- a. The buyer is deemed to have taken cognizance of the Goodmesh privacy statement which can be consulted on the Goodmesh website and to agree to the processing of the personal data provided by him.

12 Liability

- a. If Goodmesh is liable to the Buyer in the context of its other obligations, Goodmesh's liability for attributable failure to perform, or for an unlawful act, is limited to compensation for direct damage to a maximum of the amount paid to the Tickets. The buyer is or can be charged, unless the damage is the result of intent and / or gross negligence of Goodmesh or its subordinates.
- b. Goodmesh's liability for imputable shortcoming in the performance of an agreement arises in all cases only if the Buyer gives Goodmesh a written notice of default without delay and a reasonable period of time has been set for clearing the shortcoming, and Goodmesh continues to be accountable for a shortage after that period. to fulfill its obligations. The notice of default must contain a description of the shortcoming that is as complete and detailed as possible, so that Goodmesh is able to respond adequately.
- c. The buyer indemnifies Goodmesh against all claims from third parties in connection with the Buyer's failure or insufficient compliance with any obligation towards Goodmesh, whether or not arising from the General Terms and Conditions.
- d. A condition for the existence of any right to compensation is always that the Buyer reports the damage to Goodmesh in writing as soon as possible after its occurrence.
- e. Goodmesh cannot be held liable at any time for any form of damage to or loss of the Ticket. In the event of loss or theft, the Purchaser cannot claim a replacement Ticket or refund of any money. Goodmesh is also not liable for delay or non-delivery or incorrect delivery of Tickets, if delay or non-delivery or incorrect delivery cannot be attributed to Goodmesh.
- f. Goodmesh does not accept any liability for Tickets obtained by the Buyer from third parties. Nor can Goodmesh guarantee its authenticity.

g. Goodmesh is in no way liable for any damage suffered by the holder of this Ticket due to acts or omissions of third parties.

13 Force majeure

a. Force majeure means any shortcoming that cannot be attributed to Goodmesh, because it is not due to its fault and is not for its account under the law, legal act or generally accepted opinion.

b. Without prejudice to the other rights vested in it, Goodmesh has the right to suspend the execution of the order from the Buyer in the event of force majeure, by notifying the Buyer in writing and without Goodmesh being obliged to pay any compensation, unless this would be unacceptable in the given circumstances by standards of reasonableness and fairness.

14 Applicable law and competent court

a. Dutch law applies to all agreements with Goodmesh.

b. All disputes arising as a result of the agreement or the applicable General Terms and Conditions will be submitted to the competent court in Amsterdam.