

# tixiticket

These Terms of Service and Conditions govern how you may use the Tixi Ticket website and its online ticketing service (collectively, the "Tixi Service"). An agreement between is created by these terms and conditions.

Tixi Ticket, 2440 Geel, Belgium (referred to as "the Company," "We," "Us," "Our") and an individual who buys tickets via the website tixiticket.com under the subdomain "shop," are also known as "You," "Your," "Yours."

The Tixi Ticket Seller Agreement and Service Terms apply to you if you represent an organization that operates a box office or sells tickets using the Tixi Ticket system.

The use of this website (<https://www.tixiticket.com>) is subject to the following terms of use. By using this website, you are deemed to have read and accepted the terms of use.

## Use of information

Tixi Ticket aims to always offer correct and up-to-date information on this website. Although this information possible care, Tixi Ticket B.V. does not guarantee the completeness, correctness, or topicality of the information. The legal information on the website is of a general nature and cannot be regarded as a substitute for legal advice.

## Article 1. The Service

Organizations that are registered at the Chamber of Commerce or have a VAT number can use the Tixi Ticket website and the Tixi Ticket Service to sell tickets online directly to prospective customers and ticket buyers. Any microsite that goes under the subdomain "shop" and ends with "tixiticket.com" are unaffiliated with any of the companies who sell tickets using the Service.

## Article 3. Buying Tickets

The ticket will be provided to you through email in a PDF format when you purchase tickets from a Seller through the Service. Only a PDF copy of the purchased ticket will be sent to you by Tixi Ticket; no physical copies will be sent.

## Article 2. Pricing

The organization and its management crew are solely responsible for deciding how many tickets will be sold for each performance or event. The company that sells the tickets sets the price for the tickets that comes with a minimum value of 0,50 EUR (VAT and other costs excluded). In addition to the ticket price and any other organization-related service charges, Tixi Ticket determines a fee for handling payments, which it then keeps in its coffers.

## **Article 4. Refunding an order**

The selling organization (not us; we have no control over refund decisions) is the only place where money for tickets may be refunded, and requests must be made via that organization.

Refunds may be granted at Tixi Ticket discretion in the event of excessive payment or other mistakes brought on by the Tixi Ticket Service itself once the faults have been validated. If so, e-mail [support@tixiticket.com](mailto:support@tixiticket.com) to speak with Tixi Ticket Support.

## **Article 5. Contacting an Organization**

You can get in touch with the event's vendor (the Seller) using the information included on the electronic ticket receipt that Tixi Ticket supplied to you via email, if you have any issues.

## **Article 6. Cancellation of Orders**

Any ticket purchase may be canceled by us at any time for any reason, including but not limited to fair cause, inaccurate or incomplete billing information, fraudulent card transactions, or any other violation of the Tixi Ticket Acceptable Use Policy, the terms and conditions of the agreement, or any other reason.

## **Article 7. Applicable Law of Belgium**

Belgian law shall apply to these Terms of Service. Tixi Ticket is obligated by the purchasing party's acceptance of the inclusive and exclusive jurisdiction of the courts in Antwerp, Belgium.

## **Article 8. Updates and Changes**

Tixi Ticket reserves the right to amend, modify, or alter these terms of service whenever we see fit and without previous notice. As a user, it is your duty to frequently check the Terms of Service for any modifications or revisions.

You are assumed to have accepted and agreed to the updated terms by continuing to access or use our services after any changes have been made to the Terms of Service.

## **Article 9. Disclaimers**

No rights can be derived from the information. Tixi Ticket does not accept any liability for damage that arises from the use of the information or the website, nor for the malfunctioning of the website. On the basis of sending and receiving information via the website or via e-mail, a relationship between Tixi Ticket and the user of the website.

### **E-mail**

Tixi Ticket does not guarantee that e-mails sent to Tixi Ticket are received or processed (in a timely manner), because timely receipt of e-mails cannot be guaranteed. Nor can the security of e-mail traffic be fully guaranteed due to the associated security risks. By corresponding with Tixi Ticket by e-mail without encryption or password protection, you accept this risk.

### **Hyperlinks**

This website may contain hyperlinks to third-party websites. Tixi Ticket has no influence on third-party websites and is not responsible for the availability or content thereof. Tixi Ticket therefore does not accept any liability for damage arising from the use of third-party websites.

## **Intellectual property rights**

All publications and expressions of Tixi Ticket are protected by copyright and other intellectual property rights. Except for personal and non-commercial use, no part of these publications and statements may be duplicated in any way whatsoever, copied or made public in any other way, without Tixi Ticket's prior written consent.

## **Intellectual property rights**

Depending on variables outside of our control, such as the user's device, internet connection, or software compatibility, the performance and functionality of The Service may change. Users oversee making sure their hardware and software satisfy the prerequisites for accessing and properly using the website.

## **Technical errors**

While we make every effort to maintain the accuracy and functionality of The Service, technical errors may occur. These errors could range from minor glitches to more significant issues that may affect certain features or functionalities. We apologize for any inconvenience caused and will work diligently to rectify such errors in a timely manner.

Drawn up on June 22<sup>nd</sup>, 2023.