

# ONLINE SERVICE TERMS OF TIBBAA.COM

Your use of the tibbaa.com website and the tibbaa.com online ticket sales service (the "Service") is subject to these Terms of Service and Conditions. These Terms of Service and Conditions constitute an agreement between Tibbaa, Lange Kleiweg 62H, 2288 GK Rijswijk, the Netherlands (also referred as "U", "Our") and a visitor to the tibbaa.com website and / or ticket buyer (also referred as "You," "Your").

If you are an organization that sells tickets or manages a box office with the Tibbaa box office management system, your use and work on that system is governed by the Tibbaa Seller Agreement and Service conditions.

## THE SERVICE

The tibbaa.com website and the Tibbaa Service are intended for organizations to sell tickets online directly to potential visitors and buyer or purchaser of tickets. Neither tibbaa.com as a domain of Tibbaa B.V. nor Tibbaa B.V. are affiliated with one of the organizations that sells tickets through the Service.

## THE TICKETS

Availability and Prices. The number of tickets sold per event or performance is exclusively determined by the organization. Ticket prices are determined by the organization that sells the ticket. On top of the price of the ticket (any service costs of the organization) Tibbaa calculates a fee for the processing of payments which is collected by Tibbaa.

## BUYING TICKETS

If you purchase tickets from a seller through the Service, the ticket will be sent to you via e-mail after your purchase of the ticket is complete. You will not receive a paper copy of the ticket from Tibbaa but only an electronic copy of the purchased ticket.

## REFUNDS

The repayment of funds on purchased tickets is at the discretion of the selling organization (not us and have no discretion on matters of refund) and can only be obtained through that organization. In the event of excessive payment or other errors caused by the Tibbaa Service itself and once errors are verified then refunds may be made at the discretion of Tibbaa. In that case, please contact Tibbaa Support via support@tibbaa.com.

## CONTACT THE SELLING ORGANIZATION

If you have any questions for the seller of the tickets (the organizer of the event), you can contact them via the contact details that are included in the receipt for your ticket sent to you by Tibbaa electronically.

## CANCELLATION OF ORDERS

We reserve the right to cancel any purchase of a ticket for any reason, including just cause but not limited to incomplete or incorrect billing information, fraudulent card purchases or any other breach of the Tibbaa Acceptable Use Policy, the term and conditions in the agreement

## POLICY

Your use of the Service is subject to the "Acceptable Use" policy established by Tibbaa B.V. The main focus of this policy is that you do not use our service to commit acts that can be detrimental to Tibbaa or violate Tibbaa's ethical standards, value and reputation. Malicious acts include deliberate misuse of access, privilege or license granted, the use of copyrighted works or any infringement of intellectual property, hacking, causing third party interference, DoS attacks, deliberate misuse or misrepresenting ticketing purchases, altering routings, making robotically controlled purchases or pretending or passing off as a Tibbaa website. From time to time, our insight into what is harmful may change as a result of new (technological) developments. Standards and values in the use of our service are related to social norms and values, which consist of placing offensive images, texts, utterances or defamatory statements, which are not acceptable social norms and moral values for example statements which have no artistic, literary and scientific merits as well. .

We may, at our sole discretion, temporarily block your account or completely block your access if you are in violation of this Tibbaa "Acceptable Use" policy.

## PRIVACY POLICY

Your use of the Service is also subject to the Tibbaa Privacy Policy, as updated from time to time and to make it compliant with the current regulations. The Privacy policy can be found via a link on the homepage of the Tibbaa website. Please note that the Privacy Policy applies only to the Service and does not apply to third-party sites or services that are linked through from the Service or that are recommended or referred through the Service or by our employees. In addition, any information you share with a card seller via Tibbaa or outside of Tibbaa, such as your name and e-mail address, is subject to that seller's privacy policy.

## DECLARATIONS, DISCLAIMERS AND LIMITATION OF LIABILITY

**Statement.** The Service and the tibbaa.com website are not intended for children under the age of 13. By using the Service, you promise that you are over the age of 13 and that you have the authority or the appropriate permission to purchase tickets purchased through tibbaa.com

**Disclaimers.** The Tibbaa service is offered "as is" and we make no warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, non-infringement of intellectual property rights or implied warranties derived from it, under any applicable law whatsoever. We are not obliged to indemnify or defend you against claims in connection with infringement of intellectual property rights; and we can not guarantee that the Service will work without error or interruption.

**Limitation of liability.** In no event shall we be liable for any damage, including consequential, indirect, special, incidental or punitive damages arising from or in connection with your use of the Service. The liability limitations in this section DO NOT apply to liability for negligence, regardless of the form of action and are applicable even if we are aware in advance of the possibility of the damage and even if such damage was foreseeable. The limitations of liability also apply even if your available remedies are inadequate. If the applicable law restricts the application of the provisions of this section, our liability will still be limited.

## VARIOUS CONDITIONS

**Modifications.** We may change these Service Terms and Conditions from time to time by posting the modified version on our website. We can change the Tibbaa "Acceptable Use" policy or our Privacy Policy at any time. We encourage you to review these conditions from time to time.

## TRANSFER & LEGAL COMPLETION

Neither party may transfer this Agreement or any of its rights or obligations below, without the express written consent of the other, except that we may transfer this Agreement to the legal entity that, in the context of a merger of our business with another enterprise will be the new emerged legal entity. Except insofar as a transfer is not permitted in the previous sentence, this agreement shall be binding for (and the benefits shall accrue to) the legal successors of the parties.

## APPLICABLE LAW - THE NETHERLANDS

This Agreement has been drawn up in Netherlands, and is governed by Dutch law. The purchasing party agrees to the exclusive jurisdiction of the courts in The Hague, the Netherlands and Tibbaa B.V. is bound by it.

## COPYRIGHT

If you believe that your copyright protected work has been posted on a Tibbaa website without permission and that the exceptions for Fair Use are not applicable or have been exceeded, you can send an email with your description of the incorrect use to [info@tibbaa.com](mailto:info@tibbaa.com).

## **DISABILITY**

To the extent permitted by applicable law, the parties waive any legal provisions that would result in a clause of this agreement being invalid or otherwise unenforceable in any respect whatsoever. In the event that a provision of this agreement is nevertheless invalid or otherwise unenforceable, then that provision will be interpreted in such a way that the objective intended by that provision is approached as closely as possible (to the maximum extent permitted by the applicable legislation) and the Other provisions of this Agreement shall remain in full force and effect.

## **OTHER LEGAL DOCUMENTS**

Privacy policy (visitor / card buyer)

Tibbaa Seller Agreement & Service conditions (event organizers)