

## ONLINE SALES TERMS OF SERVICE TIBBAA.COM

Your use of the tibbaa.com website and the tibbaa.com online ticket sales service (the "Service") is governed by this Terms of Service. These Terms of Service constitute an agreement between Tibbaa, Laan van Waalhaven 82, 2497 GP, The Hague, Netherlands (we, us, our) and a visitor to the tibbaa.com website or ticket purchaser (you, your).

If you are a an organization selling tickets or managing a box office with the Tibbaa box office management system, your use of that system is governed by the Tibbaa Seller Agreement & Terms of Service.

### THE SERVICE

The tibbaa.com website and the Tibbaa Service is designed for organizations to sell tickets online directly to puchasers. Neither tibbaa.com nor Tibbaa BV are affiliated with any of the organizations selling tickets via the service.

### THE TICKETS

Availability & Pricing. The number of tickets sold per event or performance is solely determined by the organization. Ticket prices are set by the organization selling the ticket. In addition to the face value of the ticket, Tibbaa charges a fee for payment processing, some or all of which is paid by the seller organization.

### PURCHASING TICKETS

If you purchase tickets from a seller via the Service, the ticket will be an e-ticket, which will be emailed to you after your purchase. You will not receive a printed paper ticket from Tibbaa.

### REFUNDS

Ticket refunds are at the discretion of the ticket seller, and may only be obtained through the ticket seller. In the event of an overcharge or other error due to a problem with the Tibbaa Service itself, refunds may be made at Tibbaa's discretion. Please contact Tibbaa Support at [support@tibbaa.com](mailto:support@tibbaa.com).

### CONTACTING THE TICKET SELLER

If you have any questions for the ticket seller, you can contact them via the contact information included in your Tibbaa ticket purchase receipt email.

### ORDER CANCELLATION

We reserve the right to cancel any ticket purchase for any reason, including but not limited to incomplete or incorrect billing information, fraudulent ticket purchases or any other violation of the Tibbaa Acceptable Use Policy.

## ACCEPTABLE USE POLICY

Your use of the Services is subject to your compliance with the Tibbaa Acceptable Use Policy, as modified from time to time, the current version of which is available on the Tibbaa We may suspend your account or block your access to the Service if you are in violation of the Acceptable Use Policy, but neither this Terms of Service nor the Acceptable Use Policy requires that we take any action against you or any one else for violating the Acceptable Use Policy, but that we are free to take any such action we see fit.

## PRIVACY POLICY

Your use of the Services is also subject to the Tibbaa Privacy Policy, as it is updated from time to time. The Privacy Policy can be found via a link on the main Tibbaa website. Please keep in mind that the Privacy Policy applies only to the Service and does not apply to any third party site or service linked to from the Service or recommended or referred to through the Service or by our employees. Also, any information you share with a ticket seller through Tibbaa or outside of Tibbaa, such as your name and email address, is governed by that seller's privacy policy, not the Tibbaa Privacy Policy.

Representations, Warranties, Disclaimers & Limitation of Liability

The Service and the tibbaa.com website are not targeted at 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 proper permission to make any ticket purchases that you make on tibbaa.com.

## DISCLAIMERS

The Tibbaa Service is provided "as is" and as available, and we make no warranties, either express or implied, including without limitation any implied warranties of merchantability, fitness for a particular purpose, non-infringement of intellectual property rights or any implied warranties arising under any applicable law. We have no obligation to indemnify or defend you against claims related to infringement of intellectual property rights; and we do not warrant that the Service will perform without error or interruption.

## LIMITATION OF LIABILITY

In no event will we be liable for any damages, including consequential, indirect, special, incidental, or punitive damages arising from or related to your use of the Service. The limitations of liability in this section apply to liability for negligence, apply regardless of the form of action and apply even if we are made aware in advance of the possibility of the damages in question and even if such damages were foreseeable. The limitations of liability also apply even if your remedies fail of their essential purpose. If applicable law limits the application of the provisions of this section, our liability will be limited to the maximum extent permissible.

## MISCELLANEOUS TERMS

Amendment. We may amend this Terms of Service from time to time by posting the amended version at our website. We may also amend the Acceptable Use Policy or Privacy Policy at any time by posting a new version on the tibbaa.com site.

## **ASSIGNMENT & SUCCESSORS**

Neither party may assign this Agreement or any of its rights or obligations hereunder without the other's express written consent, except that we may assign this agreement to the surviving entity in a merger of our company into another entity. Except to the extent forbidden in the previous sentence, this agreement will be binding upon and inure to the benefit of the respective successors and assigns of the parties.

## **APPLICABLE LAW – THE NETHERLANDS**

This Agreement has been made, executed and delivered in The Netherlands, and is governed by The Netherlands law. The parties consent to the personal and exclusive jurisdiction of the courts in The Netherlands, The Hague.

## **COPYRIGHT**

If you believe that your copyrighted work has been posted without permission and outside of the fair use exceptions please send a claim to [info@tibbaa.com](mailto:info@tibbaa.com)

## **SEVERABILITY**

To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this agreement will continue in full force and effect.

## **OTHER LEGAL DOCUMENTS**

Privacy Policy

Acceptable Use Policy

Tibbaa Seller Agreement & Terms of Service

Online Sales Terms of Service