

General terms and conditions for using Paydro by ticket buyers

In the following, you find the terms of use for the services of Paydro. Paydro stands for the services that are subject of the contract of NovaText BV.

Please respect also our extensive measures to protect privacy - we set a high value on the protection of personal data.

Preamble

With the purchase of tickets on a website offered by Paydro ("Paydro") you ("ticket buyer") accept the following terms and conditions for the use of Paydro by ticket buyers ("terms"). Paydro offers (private and professional) organizers ("organizer") a web-based solution to sell tickets for events and meetings and let Paydro take on the payment process and administration. Paydro offers its services under various top-level domains, as well as various sub-domains and aliases of these domains ("Paydro-Websites"). These terms shall govern the contractual relationship between the buyer and Paydro, irrespective of which Paydro-website the buyer is registered with or logged on to. To use the services of Paydro the buyer must be of age.

1. Contractual relationship, terms of the organizer and ticket buyer

1.1 Through the purchase of tickets contractual relations regarding the event solely arise between the buyer and the relevant organizer. Paydro is not organizer of an event and only acts as a sales agent for the organizer of an event by order and for account of this organizer. In regard to the sale of tickets only the organizer and the ticket buyer shall enter into a contractual relationship. Paydro shall therefore not be liable for an insolvency of the organizer.

1.2 It may be possible that the organizer's own general terms and conditions apply to these legal relations between organizer and ticket buyer. Paydro has no influence on this. It is the duty of the ticket buyer to inform himself about possible existing terms of the organizer before purchasing tickets of the organizer.

2. Subject matter and conclusion of the contract

2.1. Information about events, amount of available tickets, ticket price and possible payment methods is only subject to guidelines specified by the organizer. Paydro has no influence on these information. It is the duty of the organizer to check these information.

2.2. By clicking the button "Checkout and pay online" or "Checkout and pay by invoice" on the Paydro-Websites the ticket buyer offers the conclusion of a contract regarding the sale of tickets. Therefore it is necessary that the ticket buyer (i) has filled in all necessary fields of the order form, (ii) has accepted these terms and (iii) has accepted the privacy statement.

2.3. If there are more tickets available than requested by the ticket buyer for the event the parties shall enter into a contract in the following way depending on the payment method chosen by the ticket buyer: (i) In case of payment by credit card or iDeal Paydro sends a confirmation email to the ticket buyer. With this email the parties shall enter into a contract. (ii) In case of all other payment methods Paydro sends a confirmation email as well. But at this the parties shall not enter into a contract until the whole purchase price of the tickets is paid by the ticket buyer.

3. Price components and payment arrangements

3.1. The price for a ticket is based on the price defined by the organizer including VAT.

3.2. The total price of the tickets is immediately due for payment upon receipt of the confirmation email.

3.3. Name, address and further information about the organizer can be accessed on the Paydro-Websites by the ticket buyer. In case the necessary contact information of an organizer should not be available on the Paydro-Websites Paydro will provide these information on request of the ticket buyer.

4. Shipment, loss and complaint of tickets

4.1. Immediately after payment receipt Paydro sends the ticket(s) to the email address of the ticket buyer, except when otherwise stipulated (e.g. tickets shall be placed on the venue).

4.2. An incorrect ticket will be exchanged against a new ticket in return of the incorrect ticket. It is the duty of the ticket buyer to check the tickets after receipt and to organize a new and correct ticket betimes if needed.

4.3. Lost or destroyed tickets will not be refunded by Paydro. In case of loss, the buyer can contact the organizer. Nevertheless the buyer can print out an only version of the tickets. For this purpose the buyer has to open an user account on the Paydro-websites.

5. Liability and guarantee

5.1. Paydro is liable without limitation for any injury of life, body or health, based on a breach of duty by Paydro, its statutory agents or its vicarious agents.

5.2. Paydro is liable without limitation for any injury, caused by Paydro, its statutory agents or its vicarious agents by intention or gross negligence.

5.3. In case of breach of essential contractual duties with minor negligence the liability of Paydro – except in the cases as stated in clause 5.1. – shall be limited to typical and foreseeable damages. Essential contractual duties shall be duties that have to be fulfilled in order to enter into a contractual relationship.

5.4. For the rest the liability of Paydro shall be excepted, in particular the liability regardless of negligence or fault. Paydro and its vicarious agents are not liable for any failures no matter which type caused by external events. These external events are in particular: blackout or failure of telecommunication system, blackout of power supply or failure of hardware.

5.5. The statute of limitation for claims against Paydro – except in the cases as stated in clauses 7.1. and 7.2. – shall be one year.

5.6. The statute of limitation for other claims based on the liability for defect shall be one year.

6. Refund of the ticket price

6.1. If an event is cancelled or postponed the right of the ticket buyer to claim refund of the ticket price shall be subject to the legal guidelines and to the contract between the ticket buyer and the organizer.

6.2. If the ticket buyer should have the right to claim refund of the ticket price, Paydro will refund the money receipt to the ticket buyer within 14 days after receiving the returned ticket if Paydro has not already transferred the ticket revenues to the organizer.

7. Final Provisions

7.1. Unless otherwise stated in these terms, the buyer may submit all notices to Paydro by email using the contact form provided on each of the Paydro-Websites, or by letter or fax. Paydro may send notices to the buyer by email to the address given by the buyer at the order process.

7.2. For all ticket sales on the Paydro-Websites only these terms shall apply between Paydro and the ticket buyer. Own terms of the ticket buyer shall be objected herewith.