

# General Terms and Conditions

Valid from 30 January 2024

## I. General Provisions

1. These General Terms and Conditions (hereinafter referred to as “GTC”) define the terms and conditions of the use of the service for the purchase of admission tickets between **Netpositive Ltd.** (seat: 2021 Tahitótfalu, Pataksor u. 48., headquarters: 1031 Budapest, Záhony u. 7., postal address: 1031 Budapest, Záhony u. 7., company registration number: 13-09-104997, tax number: 12643565-2-13, e-mail address: tickets@netpositive.hu; hereinafter referred to as ‘the Service Provider’) and any natural or legal person using the online system (hereinafter referred to as ‘the Customer’) as well as any rights and obligations between the Service Provider, the Event Organizer and the Customer.

2. Service Provider operates an online system (hereinafter referred to as ‘the System’) to primarily promote the purchase of entry tickets and added products or services (hereinafter referred to as ‘Items’ or ‘Tickets’) for various events (hereinafter referred to as ‘Event’). The Service Provider thus provides the possibility for the Customers to purchase Items listed in its System online (hereinafter referred to as ‘the Service’).

3. Service Provider does not participate in the organization and implementation of the Event, its activity and responsibility are limited to the participation in the sale of the Tickets as a commissioner or intermediary agent. The organizer of the event (hereinafter referred to as “Event Organizer”) is responsible for the delivery of the Event as advertised. Service Provider assumes no responsibility for the conduct of the performers or the quality, organization or failure of the performance. Service Provider sells the Tickets and any relevant services for the performances and cultural-artistic productions organized by the Event Organizer as a commissioner, or if such agreement has been made, as an intermediary. If Service Provider sells the Tickets as a commissioner, Customer will receive an invoice for the Tickets from the Service Provider, whereas if Service Provider acts as an intermediary in the sale of the tickets, the invoice for the Ticket will be issued by the Event Organizer.

4. Service Provider shall not sell Items (entry tickets and added products or services) that require a commercial licence and thus need a permit from authorities.

5. To purchase an item from the website any natural person must be 18 years or over. Customer accepts the GTC of the contract relating to the Service and likewise the conditions of the present agreement by clicking the “Place order” button. By concluding the agreement, Customer agrees that they are aware and accept the terms and conditions of the present GTC – and thus especially the information contained in section II – and furthermore has given consent to the processing of their personal information necessary for the Service in accordance with the GTC and the Privacy Policy.

6. The resulting agreement is certified by the Customer's electronically saved purchase data, which the Service Provider shall retain for the time specified in the laws on accounting and taxation. The data entered by the Customer, the data stored in the Service Provider's system, the bank's verification of the transaction and the wording of the General Terms and Conditions together shall form the contract.

7. Service Provider informs the Customer and Customer expressly accepts that Service Provider is entitled to unilaterally amend the GTC. If the GTC is modified, Service Provider shall notify Customer by publishing the changes on the Service website (the online platform where the Service is made available to Customers), at least eight (8) days before the amendment enters into force.

## **II. According to section 11 of Hungarian Government Decree 45/2014. (II.26.) on pre-contractual information on contracts between distant parties**

1. Service Provider notifies the Customer of the following information: Customers are advised to refer to details listed below before purchasing an Item and only make purchases (i.e. enter into contract) being aware of the following:

a) The essential characteristics of Service, i.e. Event, can be found within the Service website. The listing page includes full information on the range of currently available Tickets, their price, as gross amount, which includes VAT to be paid in particular cases.

b) Event Organizer`s name and address are included within the description of the Event. The name and other identification details of Event Organizer are also included on the front of the Ticket.

c) The place of business of Service Provider is the headquarters indicated in section I. Consumer complaints can be sent to any of the contacts of Service Provider specified in Section I.

d) The total amount of purchase price for the Items with added tax is displayed in the so called 'Basket' section of the Service website, specifying the gross prices and handling fees (the latter also referred to as booking fees).

e) The indicated prices are the total prices for the Items; these are gross prices that already include the amount of VAT. If the Customer needs to pay handling fees for the use of the System, the System shall indicate this during the purchase process. Handling fee shall be the fee for the Services provided by Service Provider. The total price includes all expenses. In addition to the usual card payment Service Provider may accept other methods of payment, as detailed in Service Provider's Customer Information and FAQs. Payment and the delivery of e-Tickets to the e-mail address specified by the Customer happen virtually instantaneously, in real time. It is not possible to have an e-Ticket delivered in a printed format - these are sent only electronically by

Service Provider. This service is automatic and it is immediately completed. The rules on complaint procedure are included in Section XII of this document.

f) Based on Paragraph 1 l) of Section 29 of Government Decree 45/2014. (II.26.), Customer is not entitled to exercise its right to withdrawal or cancellation if the Ticket for the Event is for a specific time (definite day, term).

g) Service Provider`s customer service operates between 9am to 5pm on working days, which is readily available to Customers by emailing to tickets@netpositive.hu. Based on Government Decree 151/2003 (IX. 22.) and its annex, warranty obligations do not apply to the product category sold by the Service Provider.

h) The contract between Service Provider and Customer is for a fixed period of time, in case of the purchase of a Ticket it ends with the time of the Event or with the time the event is visited.

i) The arbitration board will have jurisdiction to settle any disputes outside of court between the Customer and the Service Provider or Event Organizer, relating to the quality or safety of the sold Items, the application of product liability rules, the quality of Service, as well as the conclusion of contract between the parties and any dispute regarding the fulfilment of such (consumer dispute). To this end the arbitration board shall attempt to reach an agreement between the parties, or if this not achievable, it shall make a decision in order to ensure easy, fast, efficient and cost-effective enforcement of consumer rights. The arbitration board shall, at the request of any of the parties, give advice on the rights and obligations of Customer. The arbitration board is an independent body operating alongside the county (metropolitan) chambers of commerce and industry.

### **III. Customer`s data**

1. Service Provider reserves the right to reject any order which it reasonably suspects to have been made in breach of the System or the Tickets or if false or incomplete information is given.

2. Customer agrees that all information entered in the System is true. Service Provider assumes no responsibility for damages resulting from false, incorrect or untrue data or email address given during the purchase process. Service Provider and Event Organizer are responsible for fulfilment and issuing the invoice according to the information provided by Customer. Service Provider is entitled to delete any obviously faulty or false data and furthermore, in case there is doubt, verify authenticity of Customer.

3. Service Provider treats the Customer`s personal data in accordance with the rules detailed in Netpositive Ltd's Privacy Policy. The Privacy Policy is available as a link on the webshop page where the customer can provide his/her personal data and accept the GTC and the Privacy Policy.

4. Customer has the option to modify or delete the previously selected Items, or choose another Item on the so-called 'Basket' interface of the website. Customer gives information necessary to carry out the transaction on the subsequent 'Checkout Details' page. If it is necessary to modify these details, Customer is able to do so before the "basket-time" is up or before clicking the "Place order" button. By clicking the 'Place order' button (i.e. entering into contract) the payment will be made on the chosen payment provider's interface (the bank's data interface); the information provided here is not recognized or stored by the Service Provider.

5. By using this service, Customer agrees that Service Provider may forward the data to the data processors and to Event Organizer, in accordance with the rules detailed in Netpositive Ltd's Privacy Policy, in order to enable Event Organizer to provide entry to the event or to inform the customer of any important aspects relating to the event, such a cancellation, change of time, date or program, directly and without delay, or to exchange or redeem tickets directly.

6. In connection with the handling and storage of personal data, Service Provider shall act with the utmost care required. However, Service Provider shall not be liable for any damages caused by Vis Maior or inevitable attack suffered despite its best efforts.

#### **IV. The process of buying tickets online**

1. Detailed description on how to buy a ticket are provided in Service Provider's Customer's Guide.

2. In accordance with the provisions of the law, online stores are obliged to confirm Customer's order within 48 hours. In the event that Customer buys a Ticket through the Service Provider's system, the ticket purchase will be carried out in real time, immediately after the payment has been successfully completed and Customer will receive the ordered Tickets in electronic format, immediately. Thus, instead of an order confirmation within 48 hours, Customer will receive a confirmation email containing a link to the Ticket itself.

3. If Customer does not receive the purchased Tickets within a few minutes of the purchase, the reason is likely to be a connection failure. It is important that in this case Customer should not repeat the transaction but should contact Service Provider via e-mail (tickets@netpositive.hu) to resolve the problem.

#### **V. Price, payment and delivery terms**

1. Detailed rules regarding payment, methods of payment and acceptance of Tickets are included in Service Provider's Customer Guide.

2. Online bankcard payment transactions are carried out using online payment systems. Bank card data entered by the customer during the payment process are not transmitted back to the Service Provider

3. Service Provider assumes no responsibility for any errors during bank payment.
4. The automatic confirmation emails are sent to the email address provided by Customer. Customer shall be liable for any damage resulting from providing incorrect email address.
5. It is the Event Organizer's responsibility to specify the price of the Tickets. Service Provider reserves the right to modify the Tickets' price or the amount of handling fees on Event Organizer's instructions. The right to modify prices does not apply to purchases already in progress.
6. Placing the Ticket in the Basket does not obligate Customer to carry out the purchase. If Customer decides not to purchase the selected Ticket, they can remove the Ticket from the basket at any time or delete the contents of the entire basket; also, the Basket times out after 10 to 30 minutes depending on the specific webshop environment, and the contents are automatically deleted.
7. It is not possible to reserve Tickets without payment. Payment and delivery of the electronic Ticket to the email address provided by Customer happens virtually instantaneously, in real time. It is not possible to have an e-Ticket delivered in a printed format – Service Provider sends these electronically. This Service is automatic.
8. Service Provider stores the electronic documents relating to the purchase at the server site used for storing the servers (GTS Hungary Data Center: Victor Hugo u 18-22., 1132 Budapest, Hungary).
9. Customer receives an "e-invoice" (electronic invoice) or "e-receipt" (electronic receipt) relating to the purchase. An electronic invoice/receipt is an invoice/receipt that contains the information in the form of electronic signals. Service Provider or Event Organizer will issue the e-invoice or e-receipt based on the information provided by Customer; the e-invoice or e-receipt is issued automatically by the e-invoice/e-receipt provider. By initiating the purchase process, Customer explicitly declares that he or she accepts the e-invoice or e-receipt and the transfer of data to the e-invoice/e-receipt issuer. If the Customer entered the name or address incorrectly in the invoice and the invoice was issued with this incorrect content, Customer can request modification of the invoice only once, by indicating such request within 5 calendar days of issuing the invoice. Customer can request such a change by email sent to [tickets@netpositive.hu](mailto:tickets@netpositive.hu). The gift voucher is governed by Section 15 of paragraph 259 of the Act on VAT, and listed as money-substitute and as such does not have to be subject to VAT. The sale of money-substitute does not constitute a supply of goods and is therefore exempt from the obligation to issue an invoice, provided that an accounting document is issued for the transaction.

## **VI. Paying in instalments**

1. Service Provider may facilitate payment in instalments of the purchase price of certain Tickets, Products, Services and/or purchases reaching a specific value. If the Customer makes

use of this option, he/she may determine, within the limits set by Service Provider the number of instalments to be paid. Service Provider calculates the cost of installment payment based on the Items the Customer is planning to purchase (Basket value) in the form of a handling fee and prepares a payment plan indicating the due date and the amount of each installment. Only the first instalment is paid during the purchase transaction, and the Customer's bank card shall be debited with further instalments at the times indicated by Service Provider in the payment plan.

2. The purchase transaction involving instalment payment may not be divided, i.e. Service Provider makes all Items involved in the same purchase transaction available for download (in the form of e-Tickets) at the same time, once all instalments have been paid.

3. Following the payment of the first, but before the payment of the final instalment, the Customer may cancel the purchase by sending an email to [tickets@netpositive.hu](mailto:tickets@netpositive.hu), in which case the Customer shall forfeit the amount of the handling fee as retention money under Section 6:213 paragraph (2) of the Hungarian Civil Code.

4. If any of the instalments cannot be debited on the Customer's bank card when it is due, then Service Provider informs him/her in email, and tries to debit his/her bank card seven days later. If the second attempt is also unsuccessful, and the Customer also fails to pay the due amount of the instalment by transferring it to the bank account communicated by Service Provider to the Customer by email upon his/her request, then Service Provider informs him/her again in email, and tries to debit his/her bank card a further seven days later. After the third unsuccessful attempt (if the Customer also fails to pay the due amount of the instalment by transferring it to the bank account communicated by Service Provider to the Customer by email upon his/her request) Service Provider may cancel the purchase transaction by sending an email to the address given at the purchase, in which case Service Provider may retain the handling fee as liquidated damages under Section 6:186 of the Hungarian Civil Code. With regard to the fact that the Events have limited capacity, and, therefore, the total number of tickets that Service Provider can offer for sale is also limited, on the other hand Service Provider has reserved capacity to the Customer, the amount of the retention money and the liquidated damages are accepted by the Customer as proportional.

5. In case of a lawful cancellation from either Service Provider's, or Event Organizer's, or the Customer's side, Service Provider shall refund the purchase price paid by the Customer, reduced by the amount of the handling fee set out at the time of purchase, within twenty working days to the Customer's bank card, or if this is not possible due to any reason (e.g. the expiry of the bank card), then to the bank account designated in email by the Customer. For the avoidance of doubt: Customer is not legally entitled to cancellation, if the Ticket for the Event is valid for a specific time (definite day or term).

## **VII. e-Ticket; Special rules relating to self-printed tickets (e-ticket) and mobile tickets**

1. After the purchase, Service Provider sends an e-mail to the Customer's email address, which contains the e-ticket as a clickable link. The e-ticket is a full electronic ticket. The barcode and/or

QR code on the e-ticket contains all the necessary information for electronic access. The bar code can be checked electronically at the event site at the time of entry.

After payment, the delivery of the e-ticket to the e-mail account specified by the Customer is done practically in real time, immediately. No e-ticket can be delivered in printed format; Service Provider will deliver it electronically. This service is automatic.

2. The e-ticket may be downloaded and printed by the Customer after the successful purchase. The printed e-ticket can be used if the barcode and/or QR code are clearly legible.

3. All consequences and damages resulting from loss, theft, defective printout, copying, duplicating of self-print Tickets are Customer's responsibility. Customer must take e-Ticket to the Event. Customer acknowledges that Event Organizer verifies the e-Ticket's barcode electronically at the Event and immediately invalidates it. Entry is granted by the first validation. Therefore the first Ticket accepted by Event Organizer's entry System as valid will be accepted as a valid Ticket. Any subsequent attempt will be invalid and thus unsuccessful; the Ticket holder may be refused entry irrespective of the fact whether the person showing the invalid Ticket is the person who has originally purchased the e-Ticket. In such cases Service Provider shall not be liable for compensation.

4. The e-ticket may be presented for verification at the Event in an electronic format (pdf or pkpass), printing it out is not obligatory.

### **VIII. Withdrawal and cancellation rights**

1. Purchase can be cancelled in the webshop with no further obligation any time before clicking the "Place order" button. Based on Paragraph 1 l) of Section 29 of Government Decree 45/2014. (II.26.), Customer is not entitled to exercise its right to withdrawal or cancellation if the Ticket for the Event is for a specific time (definite day, term). In this case Service Provider will be unable to either exchange the Ticket or refund the price of the Ticket.

2. In case of a cancelled Event, the General Terms And Conditions of the Event Organizer applies.

### **IX. Limitations of Service Provider's Service**

1. Customer accepts that due to the characteristics of the Internet, continuous operation of the System may be interrupted without prior knowledge or intention of Service Provider. Therefore, Service Provider does not guarantee the fail-safe and uninterrupted operation of the Service and the related website, or continuous or fail-safe access to the Service.

2. Service Provider is entitled to stop the Service fully or partially without any prior notification, in order to carry out maintenance work on the Service or the related website or for other security considerations.

3. Service Provider shall make every effort to ensure that information received from Event Organizer shall reach those affected. However, Service Provider takes no responsibility for any information provided by Event Organizer, even if published by Service Provider within the System.
4. Service Provider is only liable for damages caused by its intentional or grossly negligent errors. The extent of liability cannot exceed the value of the transaction.
5. Customer accepts that Service Provider cannot be held liable for any damage or abuse that may arise during or resulting from card payments.
6. Service Provider excludes liability for any loss or damage caused by breach of contract, unlawful act or omission of Customer, Event Organizer or a third party.

## **X. Rules relating to Events**

1. It is the Event Organizer's responsibility that the Event is run as advertised. The name and other identification details of Organizer are also included on the first page of the Ticket. Customer accepts that Service Provider holds no responsibility for the running of the Event, the delivery of the performers participating in the Event or for the quality, organization, fulfilment or failure of the performance. Therefore, the contractual relationship relating to the participation at the Event and the obligation to provide the Service is between the individual who shows the Ticket and the Event Organizer. This relationship is governed by the rules specified on the website of the Event and on Event Organizer's official website. Therefore, Service Provider cannot be a party in any dispute between Event Organizer and Customer (or the owner of the Ticket) which is initiated due to the insufficient quality of the Event, or because the Event has not been held. Any regulations regarding the conditions relating to participation, the policies of the Event, or the policies of the venue hosting the Event is specified by Event Organizer, therefore, Customer may obtain further information on such rules from the Event Organizer.
2. The Ticket (in case it is not personalized and does not indicate of the user's name) is freely transferable. Customer accepts that the Ticket shall only be transferred to another person if the new Ticket holder accepts Service Provider's GTC.
3. Unless stated otherwise on the Ticket, Ticket entitles Ticket holder to one-time entry to the Event stated on the Ticket, for one person. Lost, damaged or destroyed Tickets cannot be replaced.
4. The starting time stated on the Ticket is indicative only; the actual starting time may be different.
5. The Ticket may contain digital and analogue security features which protects the Ticket against fraud. If Service Provider, Event Organizer or the security company working at the venue believes that the safety features on the Ticket are damaged, incomplete, show signs of deliberate damage



or they perceive the Ticket to be reproduced or copied, the Ticket holder may be refused entry to the Event or ordered to leave the venue of the Event. If entry is refused for the above reasons, Customer has no right to claim damages from Service Provider.

6. Certain special admission Tickets entitle only a certain group of users for entry (child Tickets, senior Tickets, professional Tickets etc). Service Provider does not check entitlement at the time of purchase. However, Event Organizer is entitled, via its security staff working at the venue, to check whether the Ticket holder is entitled to use the special admission Ticket. Admission may be refused until Ticket holder is able to justify that they are entitled to use such a special admission Ticket. If entry is refused for the above reasons, Customer or Ticket holder has no right to claim compensation.

7. In certain cases, Tickets only allow access to certain areas within the Event.

8. The Event can only be visited at the visitor's own risk. Although the Event Organizer shall take all reasonable care to ensure the safe running of the Event, Service Provider does not take any responsibility for any potentially irresponsibly behaving visitors. Persons under the influence of drugs, intoxicating substances or other psychedelic substances will be refused admission even if they present a valid Ticket.

9. Video and sound recording may be carried out at the Event in which visitors to the Event may be recorded. The visitor of the Event cannot claim any compensation or payment from Service Provider for such recordings.

10. Visitors may be removed from the Event if they breach terms and conditions, the terms of the Event or Venue, breach any rules or regulations specified by the security staff or other policing staff in order to ensure uninterrupted entertainment of other visitors to the Event. In case of such rejection, Service Provider cannot be held responsible for compensation.

11. Event Organizer reserves the right to make justified alterations to the program, the performers, or the cast or the Event.

12. Service Provider shall take all reasonable care to ensure that Customers are informed and the return of the Tickets is facilitated in case the Event is cancelled and the General Terms And Conditions of the Event organizer obligates Service Provider to issue ticket refunds. However, Customer accepts that in case an Event is cancelled, Event Organizer makes the decision relating to the process, venue and time limits of the Ticket refund, and the realization of such will be the responsibility of the Event Organizer. In the absence of such assignment from Event Organizer to refund Tickets, Service Provider shall not be responsible to refund the price of the Tickets. Refunds will be issued during the timeframe specified by the Event Organizer, but within a maximum of 90 days. Neither the Event Organizer, nor the Service Provider shall be responsible to pay for any additional, real or perceived damages or expenses in addition to the actual price of the Ticket. No refunds will be issued in cases other than the cancellation of the Event. In case the Event is cancelled, the legitimacy of the refund of the price of any Services used during the

purchase of the Ticket shall be judged on the basis whether such Services have gone into completion by the Provider of such Service.

13. If either Customer or Service Provider is unable to fulfil their obligation due to war, rebellion, acts of terrorism, strikes, accidents, fire, blockade, flood, a decision, action or suggestion of an epidemiological authority, natural disaster, severe energy supply disruption or any other unforeseeable and unavoidable obstacle that falls outside their power, neither of these parties will be liable for any loss or damage that result from these Events. If an Event is cancelled as a result of the circumstances listed above, the Event Organizer or the Service Provider will inform the Customers as soon as possible. When the obstacle has been removed, the Event Organizer may, at its sole discretion, replace the outstanding Event, supposed, that the number of Events affected by the cancellation, the nature of the obstacle, the number of Customers affected, and the capacity of the Event Organizer make it possible. The Service Provider shall not be obliged to reimburse the purchase price of the ticket if the Event is not performed for the reasons listed in this section.

## **XI. Trademarks appearing on the website and copyright**

1. Trademarks displayed on the Service's website are the exclusive property of Service Provider or other rights owners. These designations cannot be used in any way, distributed or published without the expressed and prior written consent of Service Provider or the copyright holder.

2. Information and other documents available on the website are protected by copyright; the holders of these rights are Service Provider and the copyright owners. The information and other materials available on the website cannot be used for any other purpose than that of the website, cannot be copied, published or distributed by third parties without expressed and prior written consent of Service Provider or the copyright holders.

3. Service Provider obtains unlimited and exclusive use rights relating to any notes (e.g. chat, blog), comments, suggestions and ideas made by Customer regarding the use of the website, but this does not mean that any of the entries, comments etc. should reflect Service Provider's views. Service Provider is entitled, without limitation, to use, utilize, transmit, publish, delete or publish comments from the users of the website without any liability for compensation.

## **XII. Complaints Procedure**

1. Details relating to Service Provider's headquarters, location for complaint management, postal address and e-mail address can be found in Annex 1 of these GTC.

2. Customer may notify Service Provider of any complaints regarding Service Provider's behaviour, actions or failures that is in direct connection with the sales and distribution of the product.

3. Service Provider shall reply to any complaint in merit within 30 days after the receipt of such complaint and send its reply to Customer, primarily to the email address provided by Customer. If Service Provider rejects the complaint, reasons should be given. In case the complaint is rejected, Service Provider has to inform Customer in writing which authority or arbitration body – depending on the nature of the complaint – can be contacted. Service Provider must provide the postal address of the competent authority or arbitration body relevant to the headquarters of Service Provider.

4. Service Provider is not engaged in public Service activities; therefore, it is not subject to the special rules governing such activities (operating specialized customer Services, extended opening times, ability to book appointments, continuous availability, five-minute check-in times, customer protection officer etc).

### **XIII. Closing provisions**

1. The Service Provider is entitled to use subcontractors and processors. It is responsible for subcontractors as if the service was provided by itself.

2 The present GTC is written in English and its interpretation is governed by the rules of Hungarian law.

3. In matters not regulated in this GTC, the relevant provisions of the Civil Code shall apply.