

# AGREEMENT BETWEEN TICKETSCLOUD AND THE TICKET PURCHASER

*version 2.0 as of 1 April 2020*

Please **be sure to read carefully** this Agreement between Ticketscloud and the Ticket Purchaser hereinafter referred to as **“Agreement”** before using our platform, our services and our software, including our widget, which proceeds the purchase of tickets. If you use our platform, it will mean your acceptance of the terms of this Agreement. If you do not agree to the terms of this Agreement, do not use our platform.

## 1. WHO WE ARE

1.1. **Ticketscloud.** Welcome to Ticketscloud! We are a ticketing and registration platform connecting event organisers and audiences through an extensive network of resellers, distributors and publishers all over the world. We are also a software as a service platform and ticketing payment system with billing inside. We provide our users not only with a convenient digital marketplace, but also with comprehensive technical support via phone and email and guidance to help you enjoy the work with our platform and to build up a strong interaction between event organisers and resellers, distributors and publishers.

## 2. DESCRIPTION OF THE SERVICES AVAILABLE FOR THE TICKET PURCHASER

2.1. The Company grants the Ticket Purchaser a royalty-free, simple (non-exclusive) right to use the Platform for its direct purpose, i.e. purchase of tickets to different events.

## 3. TERMS AND DEFINITIONS

- 3.1. In this Agreement between Ticketscloud and the Ticket Purchaser, unless the text directly implies otherwise, the following terms will have the following meanings:
- 3.1.1. Tickets in both physical and electronic form containing information established by law, and confirming the right of its owner to attend the relevant Event shall be hereinafter referred to as **“Ticket”**.
  - 3.1.2. This agreement with the Ticket Purchaser and all annexes to it shall be hereinafter referred to as **“Agreement”**.
  - 3.1.3. All events within the spheres including but not limited to the spheres of culture, art, education, recreation, sports, museums, lectures and social events organised by the Organiser, or instructed to the Organiser for the sale of Tickets to a third party shall be hereinafter referred to as **“Event”**.
  - 3.1.4. The Promoter, Venue, Organiser as well as all other subjects acting in the general terms as Organiser shall be hereinafter referred to as **“Organiser”**.
  - 3.1.5. Ticketscloud, Inc., a legal entity registered under the laws of California, USA, registered at: 21515 Hawthorne blvd ste 450, Torrance, CA, 21515, United States under Tax ID Number EIN 82-1390409 shall be hereinafter referred to as **“Company”**.
  - 3.1.6. A person who has entered into an agreement which enables this person to use the Platform in order to conclude agreements with the Organiser with regards to the distribution, advertising of the Tickets, publishing the information online and offline about the Event, and/or all other relevant issues (including but not limited to traditional ticketing operators, fan clubs, e-commerce, media, travel agencies, etc. acting in the following way) shall be hereinafter referred to as **“Publisher”**.
  - 3.1.7. A person buying Tickets through the use of the Platform shall be hereinafter referred to as **“Ticket Purchaser”**.
  - 3.1.8. The actions carried out with regards to the relations of the Organiser and Publisher through the Platform aimed at providing the entire ticket service to the Ticket Purchaser with integration of Stripe software platform for payments shall be hereinafter referred to as **“Activities”**.
  - 3.1.9. The Internet website called “Tickets Cloud” published on the Internet under the domain name [www.ticketscloud.com](http://www.ticketscloud.com), including a set of information, texts, graphic elements, design, images, photos and video materials, databases and other results of intellectual activity, as well as the system contained in an information system that provides the availability of such information the exclusive right to which belongs to the Company, shall be hereinafter referred to as **“System”**.
  - 3.1.10. The program code generated by the System (hereinafter referred to as **“Widget”**) and an application programming interface (hereinafter referred to as **“API”**), as well as including but not limited to our programming solutions, digital pipeline and tools all together form the digital marketplace designed to

- interact with Organisers, Publishers, Company and Ticket Purchasers with integration of Stripe software platform for payments shall be hereinafter referred to as **“Platform”**.
- 3.1.11. The Ticket Purchaser and the Company shall be hereinafter referred to as **“Party”** separately and **“Parties”** collectively.

#### **4. ACCEPTANCE**

- 4.1. In order to use the Platform and the Services provided for the Ticket Purchaser, each and every rule and regulation set out and stated in this Agreement must be accepted and adhered to throughout the use of the Platform.
- 4.2. The acceptance of this Agreement does not presume undertaking any specific measures such as signing this Agreement, contacting us, etc. The act of acceptance of this Agreement includes, without limitation, use of the Platform and the Services.
- 4.3. Use of any of the services of Tickets Cloud in any manner expresses consent to be bound by this Agreement, including additional terms and conditions and policies referenced herein.

#### **5. USAGE OF THE PLATFORM AND THE SYSTEM**

- 5.1. The Ticket Purchaser agrees that when using the Platform and the System he/she will not:
- 5.1.1. Circumvent any technical limitations established on the Platform and the System;
  - 5.1.2. Learn technology, decompile or disassemble the Platform and the System beyond the extent to which it is expressly permitted by the laws of the United Kingdom of Great Britain and Northern Ireland;
  - 5.1.3. Create copies of the Platform and the System, as well as the external design of the Platform and the System;
  - 5.1.4. Change in any way the Platform and the System;
  - 5.1.5. Perform actions aimed at changing the functioning and performance of the Platform and the System;
  - 5.1.6. Perform the above actions with respect to any part of the Platform and the System;
  - 5.1.7. Transfer the rights under the Agreement to a third party.

#### **6. THE PLATFORM FUNCTIONS**

- 6.1. Through the Platform, the Ticket Purchaser has the opportunity to receive information about the Organiser's events, to search for Events, to purchase Tickets online from the Organisers and Publishers, i.e. conclude appropriate sales and purchase agreements, using the functions of the Platform on third-party sites.

#### **7. EXPLANATORY STATEMENT**

- 7.1. The Company is not the Organiser of the Events, unless otherwise specified in the description of such Events.
- 7.2. Tickets are purchased on terms that are available to the Ticket Purchaser for review before the proceeding of the payment. The Ticket Seller, regardless of whether it is the Organiser, the Publisher or the Company, prior to the proceeding of the Ticket Purchaser's payment, informs the Ticket Purchaser about the Event including but not limited to the cost of the Ticket, the service charge paid in excess of the Ticket's cost and the total amount to be paid by the Ticket Purchaser. The Ticket Purchase Agreement is concluded with the Ticket Purchaser on the terms of such provided information.
- 7.3. The Ticket Purchaser buys tickets through the Stripe payment platform that splits the payments according to a specific algorithm into four (or more if required) parts, which are the commission of the Stripe payment platform, the Company's remuneration, the commission on the purchase of the Publisher, the nominal value of the ticket of the Organiser. This payment is sent directly to the above-mentioned payment recipients. If required, a fifth part can be added, e.g. in case an additional tax is to be paid to the budget, etc.
- 7.4. In order to buy the Ticket the Ticket Purchaser must provide a valid credit or debit card.
- 7.5. Tickets can be returned based on the Organiser's terms, at the same time:
- 7.5.1. The Company accepts requests from Ticket Purchasers for a refund of funds for purchased Tickets and the transfer of such applications to the Organiser through the Platform, according to the third party payment platform, Stripe's terms and conditions.
  - 7.5.2. The Organiser independently decides on the return of funds to Ticket Purchasers for Tickets for the relevant applications, taking into account the following:
    - a) In case the return of the Ticket is motivated by cancellation or transfer of the relevant Event, the Organiser undertakes to return to the Ticket Purchaser the money paid for such Ticket, except for the service charge of the Company;

- b) In case the return of the Ticket is motivated by the unilateral refusal of the Ticket Purchaser from visiting the Event later than 14 (fourteen) days prior to the beginning of the Event, the Organiser shall take the decision to return the money for the Ticket to the Ticket Purchaser, except for the service charge. In this case, the Organiser bears the risk of the Ticket Purchaser's claims connected with such a decision.
- 7.5.3. The money shall be returned to the buyer of the Ticket in the manner specified by the Organiser and brought to the attention of the Ticket Purchaser.
- 7.5.4. The Company retains the right to withhold the commission charged for the use of the Services mentioned in this agreement in case of cancellation of the Event, transfer of the Event, return of the Ticket, refusal or inability to visit the Event.

## 8. DATA PRIVACY PROTECTION

- 8.1. The Ticket Purchaser gives his/her consent to the Company for processing information, including personal data provided when using the Platform, namely:
- 8.1.1. First name and last name;
  - 8.1.2. Email address;
  - 8.1.3. Phone number;
  - 8.1.4. Year of birth;
  - 8.1.5. Country, County, City/Town
- 8.2. The Ticket Purchaser gives his/her consent to the Company for the processing of the Ticket Purchaser's personal data, which includes the aspects set out in the Privacy Policy.
- 8.3. The processing of personal data is carried out in order to fulfil the obligations of the Parties under the Agreement, the creation of the account on the Platform and subsequent use of the Services and participation in the Activities.
- 8.4. If the Company processes the personal data of Ticket Purchasers, the Company shall be deemed a data controller and the Organiser and Publisher, as well as our business partners, processing the personal data of Ticket Purchasers on behalf of the Company shall be deemed data processors.
- 8.5. The Company as the data controller takes necessary steps to ensure that all processing of your Personal Data by us and by our partners (being data processors) is lawful. The lawful basis for the processing of your personal information shall depend on the purposes for which we process your data.
- 8.6. With respect to your personal information controlled by Tickets Cloud, the applicable Tickets Cloud data controller varies depending on where you reside as follows:
- All countries in the European Union: TICKETSCLOUD LTD, with its registered office address: C/O Ja Associates 1-4 The Parade, Monarch Way, Ilford, Essex, United Kingdom, IG2 7HT.
  - The Russian Federation: Ticketscloud LLC, registered under Primary State Registration Number (OGRN) 1187746558560, with its registered office address: room 1, office 4, floor 1, bld. 2, house 27, Presnensky Val street, Moscow, Russia, postcode 123557.
  - All other countries, Ticketscloud, Inc., with its registered office address: 21515 Hawthorne blvd ste 450, Torrance, CA, 21515, United States.
- 8.7. As your data controller, the Company is responsible for the collection, use, disclosure, retention and protection of your personal information in accordance with our Privacy Policy, as well as applicable national legislation. Our Privacy Policy is an integral part of this Agreement. According to our Privacy Policy and applicable legislation, your data controller may transfer data to other members of the Tickets Cloud corporate family.
- 8.8. If you have any questions or concerns about this Privacy Policy or our global privacy processes, you may write to your data controller at the addresses provided above or direct your inquiry about the information that we collect, your privacy or our security measures to [info@ticketscloud.com](mailto:info@ticketscloud.com). Upon receipt of your request, we shall initiate an investigation into your inquiry. We shall inform you of the results of your request upon completion of the investigation. Please take into consideration that we shall respond to your requests at the earliest possible date, unless your request contains irrelevant information, and/or excessive or repeated demands. Hence, we kindly ask you to consider your request duly before you submit it.

## 9. WAIVER OF RESPONSIBILITY WITH REGARDS TO THE TICKET PURCHASER

- 9.1. The Company is not responsible for the Publisher's obligations to the Ticket Purchasers.
- 9.2. The Ticket Purchaser uses the Platform and the System on a "as is where is" basis, that is, in the form in which they are presented, at their own risk. The Company does not guarantee the Ticket Purchaser to achieve any results due to the use of the System or the Platform.

- 9.3. The Company is not responsible if the Tickets cannot be sold due to a malfunction of the software and hardware used by the Company, the Organiser, the Publisher, the Ticket Purchaser or the acquiring service provider, and the communication channels provided by third parties.
- 9.4. The Company, Publishers, Organisers, wired and wireless operators whose networks are granted access to the Platform and the System, administrators and the owner of the sites on which the widget is located, affiliates, suppliers, agents of the Company do not provide any guarantees regarding the Platform and the System.
- 9.5. The Company does not guarantee that the Platform and the System meet the Ticket Purchaser's requirements that access to the Platform and the System will be provided continuously, quickly, reliably and without errors.
- 9.6. Software errors, both on the side of the Company and on the side of the Ticket Purchaser, leading to the inability of the Ticket Purchaser to access the Platform and the System, are circumstances of force majeure, and the basis for exemption from liability for non-fulfilment of obligations by the Company under the Agreement.
- 9.7. The Company has the right to assign rights and transfer debts for all obligations arising from the Agreement. The Ticket Purchaser hereby consents to the assignment of rights and the transfer of debt to any third party. On the concession of rights and/or transfer of debt, the Company informs the Ticket Purchaser by placing the relevant information on the Platform.
- 9.8. The Company, the Organiser or the Publisher jointly or individually shall be exempt from liability for non-fulfilment and (or) improper fulfillment of their obligations under this Agreement and any Additional Agreements to it, in case of occurrence of force majeure circumstances, i.e. circumstances having objective nature, being beyond the will of the Company, the Organiser or the Publisher. The force majeure circumstances include, in particular, strikes, floods, earthquakes, hurricanes, other natural disasters and military actions (local and international scale), man-made and anthropogenic disasters, as well as acts of public authorities and local governments, which prevent without disproportionate losses, the proper performance of obligations under this Agreement.
- 9.9. The term for performance of obligations to the Ticket Purchaser shall be proportionally postponed for the duration of the aforementioned circumstance, if any of these circumstances have directly affected the performance of the Company's, the Organiser's or the Publisher's obligations within the initially set term or have led to the cancellation or rescheduling of the Event.

## **10. THE PROCEDURE FOR RESOLVING DISPUTES**

- 10.1. This Agreement and the negotiations between the Parties in connection with the Services, and the disputes and claims arising out of or in connection with them or their formation (including non-contractual disputes and claims), shall be governed and construed in accordance with the laws of California, USA.
- 10.2. All disputes, disagreements and claims that may arise in connection with the execution, termination or invalidation of the Agreement, the Parties shall endeavour to resolve by negotiation. The Party that has the claims and/or disagreements shall send a message to the other Party indicating the claims and/or disagreements that have arisen, using the System, or by a letter according to the postal address of the other Party. The message should contain the essence of the demand and the evidence supporting the claim.
- 10.3. If the reply to the message is not received by the sending Party within 30 (thirty) working days from the date of the communication, or if the Parties do not reach an agreement on the claims and/or disagreements that have arisen, the dispute shall be referred to the court for consideration.

## **11. MISCELLANEOUS**

- 11.1. The Parties agree that the Agreement can be changed unilaterally by placing the updated text of the Agreement on the Internet at [www.ticketscloud.com](http://www.ticketscloud.com).
- 11.2. Continued use of the functions of the Platform and the System will mean the Ticket Purchaser's consent to the terms of the new version of the Agreement. If the Ticket Purchaser does not agree with the terms of the new version of the Agreement, he/she ceases to use the functions of the Platform and the System.
- 11.3. This Agreement and its attachments are the entire agreement. This Agreement may be modified only in writing or online, as the case may be, as provided under applicable laws and regulations.

## **12. CONTACT INFORMATION**

Organisation Name: Ticketscloud, Inc.  
Address: 21515 Hawthorne blvd ste 450, Torrance, CA, 21515, United States  
Website: [www.ticketscloud.com](http://www.ticketscloud.com)

12.1. If you have any questions about this Agreement, you can email us at [info@ticketscloud.com](mailto:info@ticketscloud.com). Please do not include any sensitive information in your email. You can also write us at: