## Paylogic Terms & Conditions Ticket Installment Plan

Version 1.2 - International - January 2016

## Article 1 Definitions

In these Terms & Conditions the following definitions are used:

**Consumer** The party that makes a purchase via Paylogic for an Event;

**Event** Public or private event, where - by way of example, but not

excluding - a presentation of an artistic and/or sporty nature is shown, among which - but not limited to - a musical, theatrical, dramatic or musical performances, a concert, show or a sports

event;

Front Office Element of the Paylogic System, where the Consumer gets

registered in order to purchase a Ticket;

**Refund Policy** In case of cancellation of the Ticket order by Paylogic, because of

default on one of the payments or by the Consumer, the Consumer will not receive reimbursement of the amount paid.

Organiser The party, committed to, and responsible for organizing the

Event:

Paylogic The legal entity Paylogic Nederland BV, statutorily seated in

Groningen. The Netherlands at the address of Nieuwe

Boteringestraat 28-30 (9712PM) and registered at the Chamber of Commerce of Groningen under registration number 01140404

(also referred to "we" or "us");

Payment details Contact and bank details of the Consumer which are

required for the completion of a purchase transaction;

**Refund** Reimbursement of the monies paid, minus applicable costs and

fees;

**Ticket installment plan** Payment of the full amount of the transaction, for the services

and offers from Organiser, in installments;

**Ticket order**The order of a Ticket, which is proof of admission to an Event.

# Article 2 General Conditions of Paylogic

These Terms & conditions are subject to the General Conditions of Paylogic.

#### Article 3 Ticket installment

The Consumer has, for selected Events, the choice to perform the payment for a Ticket order, in installments (hereafter: 'Installment Plan'). This Installment Plan includes that the Consumer pays for the Ticket(s), ordered to reserve, in installments over a fixed period of time. When Paylogic receives the first installment the Consumer has bought the right to enter the festival under the condition that all future installments will be paid. After Paylogic receives payment for all installments, Paylogic will send the Consumer the ordered Ticket(s). The payment methods supported in combination with the a Installment Plan are limited to the following credit card issuers: Amex, MasterCard and Visa. The credit card data is stored at a qualified Payment Service Provider. By choosing to make use of the Installment Plan during the order process, the Consumer authorises Paylogic automatically to charge the nominated credit card in accordance with the installment Installment Plan.

## Article 4 Initial payment

The Installment plan, as mentioned in article 3, starts with an initial payment by the Consumer, which is a percentage of the total Ticket order amount and will be determined by Paylogic. With the initial payment, the Payment details of the Consumer are collected. Paylogic will payout to Merchant in the agreed upon frequency.

#### Article 5 Purpose of Ticket installment plan

During the Ticket order process, the Consumer is clearly informed about the purpose of the Installment plan and the exact Payment Installment dates and amounts, which may vary per Event per Organiser and will be determined by Paylogic.

#### Article 6 Automatic debit

The Payment Installments will automatically be debited by Paylogic from the same credit card used for the initial payment by Consumer.

## Article 7 Finishing Installment plan

The Installment plan will not be frozen, cancelled or deferred by Paylogic, nor will the Consumer be entitled to a Refund during the selected Installment Plan, unless in accordance with Paylogic's General Conditions for cancelled or moved Events.

#### Article 8 Holding on to the Ticket(s)

The ticket(s) are nothing more than proof on location that the Consumer has bought the right to enter the festival. Paylogic is entitled to hold on to the Ticket(s) until all installments are received. Once Paylogic has received all installments, the Consumer will receive the Ticket(s) electronically or via postal services, as set out in the General Conditions.

#### Article 9 Installment on a later date

In case an installment is not received by Paylogic, Paylogic will notify the Consumer with reasonable effort and offer the Consumer the opportunity to pay the installment on a later date and/or by use of other Payment details, but at least before the next installment is due.

#### Article 10 Cancellation of the Ticket order

- In case an installment is not received by Paylogic before the next installment date and in case the last installment in the series is not received within five (5) calendar days, Paylogic is entitled to cancel the Ticket order.
- In case an installment is bounced by the Bank of the Consumer, if for example the bank account of the Consumer holds insufficient funds or the Payment details are incorrect, Paylogic will notify the Consumer via email and offers the Consumer one more chance to use a different Credit Card than the nominated Credit Card for paying the installment which need to be received by Paylogic within five (5) calendar days after the notification. If the installment on this second Credit Card gets bounced again, the risk comes completely for the Consumer and Paylogic has at all time the right to cancel the Ticket order.

## Article 11 Refund Policy

- 1. The Organiser reserves the right to impose a fine of percentage the installment amount to the Consumer in case the Consumer is too late with the payment of an installment.
- 2. In case a situation as mentioned in Article 10.1 or 10.2 applies or when the Consumer wishes to cancel the Ticket order for any reason, the Consumer will not receive Reimbursement of the monies paid. This amount will be withheld by Organiser because of the process and administration costs and the fact that the Organiser might be unable to sell this ticket.

#### Article 12 Delivery of the Service

The Installment Plan is an option offered by the Merchant to the Consumer with the use of the System of Paylogic. When the payment in installments for the purchase of one or more Tickets has been completed, Merchant is obliged to deliver its Service to the Consumer. This Service must be in accordance with the aforementioned payment, including but not limited to, the date and the place of the Event.

## Article 13 Compliance with national Law

The Merchant guarantees that the selling of tickets to consumers in installments is compliant with any and all national laws of the country where the event takes place.

# Article 14 Applicable Law and Forum

- 1 Solely the Dutch law is applicable to these Terms & Conditions.
- 2 All disputes arising from these Terms will be in first instance for the purpose settled by a competent court in Amsterdam.