

General Terms of Use Ticketkeeper BV

Our mission at Ticketkeeper B.V. is to provide a mobile wallet where you can store and transfer all your event tickets, without worrying about us tracking your behavior for advertisers or selling your content. This Terms of Use Agreement (“Agreement”) include the terms by which you may access and use our platform, its mobile services, website, and/or software provided on or in connection with the mobile wallet function (collectively, the “Service”). These Terms of Use apply to the use of the Ticketkeeper mobile app (hereafter: ‘App’), including all content, databases, and designs. The owner and publisher of the App is Ticketkeeper B.V., located at Bussum, the Netherlands, registered with trade register number 91426979. By using the App, you agree to the terms and conditions set out in this document. If you do not agree to these Terms of Use, you should not use the App.

1. Use of the content in the App

1.1 Within the App users can search, store and transfer event tickets to other users. Most information connected to these event tickets comes from ticket providers that issue the tickets. We are not responsible for the information of other users and third parties.

1.2 The information made available throughout the App is provided on an ‘as is’ basis. We make no representation about the suitability or accuracy of the information, and we disclaim any and all warranties, including warranties regarding the quality, fitness for a particular purpose, and non-infringement of third-party rights.

1.3 You may use the App solely for lawful and personal purposes. In this respect, you are not entitled to infringe any third-party’s copyright, trademark, trade secret, other proprietary rights or privacy rights. You will indemnify us and hold us harmless against any and all third-party claims, proceedings and costs, incurred by us and resulting from your violation of these Terms of Use, the applicable law, and the rights of any third parties.

2. Personal data

We are fully committed to the privacy and security of your data. We process your data in accordance with our Privacy Policy.

3. Intellectual property rights

3.1 The title and ownership of intellectual property rights of the App remain and shall remain with Ticketkeeper B.V. We grant you a non-exclusive, limited, revocable, and non-transferable license to download and use the App (and the content within the App) solely for your personal use and with due regard of the following limitations: You are not entitled to (i) Copy, reproduce, assign, sublicense, disclose or otherwise make the App and any parts thereof (including, for example, the content) available to third parties; (ii) Modify, adapt and/or create derivative works based on the App

or any part thereof; (iii) Delete or alter any trademark, trade name, logo, copyright notice, a notice of reservation of rights, or limitation or exclusion of liability included in the App.

3.2 You agree that any unauthorized use of the App and content is a violation of this Terms of Use as well as a violation of intellectual property laws, including without limitation copyright laws and trademark laws.

3.3 By storing and transferring event tickets (such as texts, or other personal matters) within or from the App, you grant us the right to use information that is connected to the event tickets (such as (but not limited to): start time & date and location) within the App, for your personal use and depending on your privacy settings also to display to other users.

4. Limitation of liability

4.1 While we strive to maintain the highest standards of security for the App, it's important to acknowledge the potential risks associated with digital platforms. This includes the possibility of hacking, unauthorized access to data, errors, defects, bugs, or other imperfections, which may compromise the integrity and confidentiality of your information. Despite our best efforts, we cannot guarantee absolute protection against these threats.

By using the App and its content, you acknowledge and accept these inherent risks. Your decision to engage with the App is entirely at your own discretion and comes with inherent risks. We cannot be held liable for any damages, including but not limited to financial loss, reputational damage, or loss of data resulting from the use of the App, including any data accessed through APIs with Ticketkeeper or other external sources.

It's important to remain vigilant and take necessary precautions to protect your data and privacy while using the App. We encourage users to regularly update their passwords, enable two-factor authentication where available, and exercise caution when sharing sensitive information. By using the App, you agree to take responsibility for safeguarding your data and acknowledge that we cannot be held responsible for any unauthorized access or breaches that may occur.

5. General

5.1 Over time these Terms of Use will be revised. We shall inform you of these revisions within the App. Your continued use of the App is deemed as irrevocable acceptance of those revisions.

5.2 The laws of The Netherlands govern these Terms of Use. All disputes that may arise under or in relation to the App and these Terms of Use shall exclusively be submitted to the competent court in Amsterdam, the Netherlands.