

Terms and Conditions for End Customers (as of: 22 July 2021)

1. General

- 1.1 These Terms and Conditions form part of the contract between the seller of tickets, (hereinafter "Organizer") and the purchaser (hereinafter "End Customer") of access rights, participation rights, admission rights, visitation rights or reservations and coupons for the foregoing or similar or related rights (hereinafter "Tickets") or other products or services (such as merchandise) (together "Offers"), which the Organizer may provide using technology platforms, software and services operated by vivenu. "End Customer," as that term is used herein, includes also individuals and legal entities who have not purchased Tickets or other Offers directly from the Organizer, but are entitled to participate in an event (such as through resale of Tickets, where permitted).
- 1.2 The Organizer hereby informs the End Customer that vivenu GmbH (hereinafter "vivenu") together with its affiliated companies, is a provider of technology platforms, software and services (hereinafter "vivenu Services"), which are used by the Organizer to sell Tickets and provide Offers for artistic, cultural, athletic or other events, theater plays, concerts, meetings, seminars, leisure and other events, museums, historic sites, cinematic exhibitions, operas, lectures, conferences, continuing educational events, educational courses and other events and performances (whether physical or virtual) (hereinafter, each an "Event") and to sell Tickets, market other offers and process transactions related to Events to End Customers. vivenu is a technology platform provider to the Organizer under license. vivenu is not a ticket broker and is not the organizer of any Event.
- 1.3 The Organizer shall be entitled to assume that each End Customer is a consumer purchasing Tickets or Offers in the End Customer's personal capacity and not in a business capacity. If an End Customer is acting in a business capacity, then the End Customer may not be entitled to the legal protections applicable to consumers. The End Customer hereby represents such End Customer is legally free to enter into a contract with the Organizer.
- 1.4 BY ACCESSING ANY PORTION OF THE SITE OR THE MOBILE APPLICATION, OR BY USING THE VIVENU SERVICES, YOU AFFIRM THAT YOU ARE A RESIDENT OR CITIZEN OF THE UNITED STATES, YOU ARE AT LEAST 18 YEARS OF AGE, AND YOU AGREE TO THESE TERMS AND CONDITIONS. IF YOU ARE THE PARENT OR LEGAL GUARDIAN OF A MINOR WHO YOU WILL PERMIT TO ACCESS ANY PORTION OF THE SITE OR THE MOBILE APPLICATION, OR MAKE USE OF THE SERVICE, YOU AGREE THAT YOU TAKE FULL RESPONSIBILITY FOR THE MINOR'S USE OF THE SITE, MOBILE APPLICATION, AND/OR SERVICE, AND FOR THE MINOR'S COMPLIANCE WITH THESE TERMS AND CONDITIONS.

2. Contract

- 2.1 There is no contract between vivenu and the End Customer. Upon the successful completion of a purchase transaction between the Organizer and the End Customer using the vivenu Services, a contract will exist between the Organizer and the End Customer only, notwithstanding the fact that Tickets or Offers may contain statements such as "powered by vivenu" or similar designations, and notwithstanding that the Organizer advertises, offers and/or distributes the Tickets or Offers via the domains and sub-domains of vivenu (e.g., vivenu.com). No purchase, services or other agreement is concluded between the End Customer and vivenu.
- 2.2 The End Customer acknowledges that the Organizer may make the sale of Tickets and other Offers subject to the acceptance of further conditions, data protection declarations, instructions for cancellation and other contractual components by the End Customer and other restrictions (such as maximum number of Tickets for an Event). The Organizer or vivenu (on behalf of the Organizer) shall be entitled to refuse or reject the conclusion of purchase transactions with the End Customer for any legal reason.
- 2.3 The End Customer acknowledges that the total purchase price of Tickets and Offers shall be determined or modified solely by the Organizer or third parties who sell to or through the Organizer. The total purchase price may exceed the ticket price indicated on a Ticket or in the Organizer's ticket storefront. The calculation of the total purchase price shall be based on the indicated ticket price with the addition of any markup, fees, surcharges and taxes. The End Customer shall be notified of the total purchase price to be paid by the End Customer before the completion of the purchase transaction. Payment of the total purchase price can only be made by the payment methods provided by the Organizer or vivenu (on behalf of the Organizer).
- 2.4 The contract between the Organizer and the End Customer for the purchase and sale of Tickets or Offers shall be deemed completed only when the Organizer or vivenu (on behalf of the Organizer) has confirmed the transaction with the End Customer (e.g., by providing the transaction confirmation or by the assignment and subsequent transfer of a Ticket with the corresponding ticket ID). The completion of the ordering process, without such confirmation, such does not constitute a binding contract and does not entitle the End Customer to participate in an Event.
- 2.5 If Ticket quotas (both the total quota for the Event and the quotas of individual categories of Tickets) have been exceeded due to technical issues, the Organizer or vivenu (on behalf of the Organizer) shall notify the End Customer. The Organizer or vivenu (on behalf of the Organizer) may revoke the corresponding Tickets with repayment of the corresponding total purchase price.

3. Form of Tickets

- 3.1 Unless otherwise agreed by the End Customer and the Organizer or vivenu (on behalf of the Organizer), the End Customer will receive an automated email message from vivenu (on behalf of the Organizer) to confirm the order and an

additional email message with a link to the Tickets purchased for the corresponding Event. The form of the Tickets provided will depend on the method of admission entry utilized by the Organizer for a particular Event and will be communicated to the End Customer (such as by downloading and printing the Ticket, digital wallet or other options). To participate in an Event, the Ticket must be presented in the form provided. Presentation of the email for the order confirmation alone (without providing the Ticket in the correct form) does not entitle the End Customer to participate in an Event.

- 3.2 If the Organizer provides such option, the End Customer has the ability to order Tickets in printed form and shipped to the End Customer for an additional fee (hereinafter "Printed Tickets").
- 3.3 The End Customer is required to verify that the purchased Tickets are correct in terms of quantity, price, date, event, venue and other essential details. Any complaint about incorrect Tickets must be reported to the Organizer or vivenu (on behalf of the Organizer) promptly after the purchase, and in no event later than five business days following the End Customer's becoming aware of the issue that is the subject of the complaint.
- 3.4 The transfer of ownership of Tickets or related rights to the End Customer shall only occur upon the full payment of the total purchase price and the settlement of all outstanding claims for payment from the End Customer to the Organizer.
- 3.5 The End Customer must provide truthful, complete and correct information as part of the purchase transaction. The Organizer or vivenu (on behalf of the Organizer) shall be authorized to verify the information provided by the End Customer using appropriate legal means (such as credit reports when properly authorized).

4. Rights and Obligations

- 4.1 The Organizer or vivenu (on behalf of the Organizer) shall communicate all relevant requirements regarding an Event, Tickets or other Offer (such as the scope or content, place, time, organizer, price, fees and taxes, requirements and restrictions on participation, access controls, form of Tickets to be presented, accessibility, venue plan, house rules and other codes of conduct for the respective venue and other restrictions or essential information that could reasonably affect the End Customer's decision to purchase); see also Sections 5, 6 and **Fehler! Verweisquelle konnte nicht gefunden werden..**
- 4.2 The End Customer hereby acknowledges and agrees to such requirements, which are part of the contract between the Organizer and the End Customer.
- 4.3 It is the sole responsibility of the End Customer to verify his or her capability and/or willingness to meet the requirements communicated by the Organizer. The Organizer may refuse or terminate the participation of an End Customer in an Event upon non-compliance with such requirements.
- 4.4 If the Organizer or vivenu (on behalf of the Organizer) reasonably suspects abuse or legal violations (including legal violations of these General Terms and Conditions or other applicable terms of the contract between the Organizer and

the End Customer), such as through fraudulent, illegal or breach of disloyal activities or of corresponding circumvention or attempts to circumvent such provisions and conditions, the Organizer or vivenu (on behalf of the Organizer) may revoke the validity of a Ticket without compensation before or during an Event and deny the End Customer the right to participate in an Event or remove the End Customer from the Event.

- 4.5 If Tickets are damaged, lost or stolen, the End Customer must notify the Organizer and vivenu without delay. If the End Customer loses a Ticket, the Organizer or vivenu shall not be obligated to provide a replacement.
- 4.6 Unless otherwise agreed, the validity of a Ticket shall be restricted to the respective Event (in particular, in terms of time and place) and, if necessary, the respective seat or seat unit or the corresponding ticket category. The Ticket shall become invalid once the Event has ended.
- 4.7 The End Customer acknowledges that vivenu has no obligation to instruct, verify or supervise the Organizer regarding its obligations to End Customers for Tickets, Events and other Offers made by the Organizer, which are offered and processed via vivenu Services. The Organizer is solely responsible for the communication, publications and information, and vivenu does not bear responsibility in that regard. vivenu has no obligation to instruct, audit or supervise the Organizer in relation to its obligations towards End Customers. Further, vivenu has no obligation to check the timeliness, correctness or completeness of the Organizer's published communication and information. This applies even if employees of vivenu act on behalf of the Organizer or if the Organizer uses contractual documents and templates provided by vivenu.
- 4.8 Furthermore, the End Customer acknowledges that vivenu does not guarantee uninterrupted accessibility and usability of the vivenu Services. vivenu does not bear any liability for delays or errors in the transmission, storage failures and associated limitations of the vivenu Services. During maintenance work there may be temporary disruptions of the web site and/or individual vivenu Services.

5. Transfer of tickets

The resale, transfer or amendment of Tickets without the prior consent of the Organizer or vivenu (on behalf of the Organizer) is prohibited. In the event of violation of this provision, the Organizer or vivenu (on behalf of the Organizer) shall be entitled to the payment of liquidated damages in the amount of 100.00 USD from the End Customer (which the parties acknowledge and agree is a reasonable estimate of the Organizer's resulting damages, the exact amount of which is difficult to determine, and not a penalty) and may refuse access to an Event for the corresponding Tickets without replacement, in addition to any other legal rights of the Organizer.

6. Complaints, Revocation, Cancellation, Refund, Return and Exchange of Tickets

There are no rights of revocation, return, cancellation or exchange for Events, except were otherwise provided by applicable law, or permitted in the sole discretion of the Organizer. Subject to the foregoing, any purchase of Tickets

is binding immediately upon completion of the purchase transaction (i.e., confirmation from the Organizer that the purchase has been completed) and cannot be cancelled.

7. Significant Changes, Postponement or Cancellation of the Event

In the event of significant modification, postponement or cancellation of an Event due to circumstances for which the Organizer is not responsible, the Organizer shall be entitled to declare the Ticket to be valid for another Event. In this case, the return of the Ticket, a refund of the total costs or a reversal of the ticket purchase is not permitted, unless participation in the other Event is demonstrably unjustifiable to the End Customer, the discretion of the Organizer or its agents.

In all other cases of significant modification, postponement or cancellation of an Event, the End Customer shall be entitled to return the Tickets and shall be entitled to a refund for the price of the Ticket less any processing fees.

A modification shall be considered significant if the modified Event is fundamentally different from the Event that the Ticket purchaser reasonably expected.

8. Liability

- 8.1 Except where otherwise provided by nonwaivable provisions of applicable law, or as otherwise provided by other provisions of the Organizer's contract with the End Customer, the Organizer shall be liable only for intentional misconduct and gross negligence. Subject to the foregoing limitations, the Organizer shall not be liable for damages due to force majeure or violations of obligations by third parties.
- 8.2 To the extent that the Organizer's liability is excluded or limited herein, the foregoing limitation of liability shall also apply to the personal liability of the Organizer's legal representatives and agents as well as any representatives acting for the Organizer with regard to the End Customer, including without limitation vivenu and its Affiliates, each of which representatives and agents is an intended third party beneficiary of the contract between the Organizer and the End Customer, with the power to enforce the contract as if a party hereto.
- 8.3 The End Customer hereby acknowledges and agrees that: Except as provided to the contrary by nonwaivable provisions of applicable law, vivenu shall have no liability to the End Customer. To the extent that vivenu's liability is excluded or limited, this disclaimer or limitation of liability shall also apply to the personal liability of vivenu's legal representatives and vicarious agents as well as any representatives acting for vivenu with regard to the End Customer. Not in limitation of the foregoing, vivenu shall not be liable for damages resulting from an Event's failure, cancellation, modification, relocation or defect or the Organizer's insolvency or loss or delayed arrival or defects in Printed Tickets as well as limitations in vivenu Services.

9. Miscellaneous Provisions

- 9.1 The laws of the State of Delaware, USA shall apply to the exclusion of the laws of other jurisdictions, and the United Nations Convention on the International Sale of Goods (hereinafter "CISG") shall not apply. This shall not affect statutory provisions restricting the choice of law and the applicability of mandatory provisions. Insofar as the End Customer is acting in a business capacity or a legal entity, the exclusive place of jurisdiction for all disputes between (i) the End Customer and the Organizer shall be the registered office of the Organizer and (ii) between the End Customer and Vivenu shall be Düsseldorf, Germany. *For any proceeding in the United States, the Parties hereby irrevocably waive the right to trial by jury.*
- 9.2 If any of the preceding provisions are, or become, ineffective or unenforceable in whole or in part, such condition shall not affect the validity of the remaining provisions. The same shall apply if and to the extent that a gap or ambiguity exists, and an appropriate provision that comes closest to that which the Organizer and the End Customer would have wanted economically shall replace the affected provision, if they had considered that gap or ambiguity.

10. Disclaimer of Warranties.

EXCEPT AS PROVIDED TO THE CONTRARY IN THE CONTRACT, VIVENU PROVIDES ITS SERVICES "AS IS" AND "AS AVAILABLE" TO THE ORGANIZER, AND NO CONTRACTUAL RELATIONSHIP EXISTS BETWEEN VIVENU AND THE END CUSTOMER. TO THE EXTENT THAT APPLICABLE LAW PERMITS THE DISCLAIMER OF EXPRESS OR IMPLIED WARRANTIES, ORGANIZER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE OF TRADE. THE END CUSTOMER ACKNOWLEDGES THAT THE ORGANIZER AND VIVENU DO NOT GUARANTEE THAT THE VIVENU SERVICES WILL ALWAYS BE SAFE, SECURE, OR ERROR-FREE, OR THAT THEY WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS, OR IMPERFECTIONS. THE ORGANIZER AND VIVENU ARE NOT RESPONSIBLE FOR THE ACTIONS OR INFORMATION OF THIRD PARTIES, AND THE END CUSTOMER HEREBY RELEASES THE ORGANIZER AND ITS AGENTS, INCLUDING WITHOUT LIMITATION VIVENU, FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM THAT THE END CUSTOMER HAS AGAINST ANY SUCH THIRD PARTIES. IF THE END CUSTOMER IS CALIFORNIA DOMICILED,

THE END CUSTOMER WAIVES CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."