

## 1. Definitions

In these general terms and conditions, the following definitions shall apply:

- a. "EventPay": the company EventPay BV, with registered office at Sleeuwagen 48, 1785 Merchtrem, registered under Belgian company number 0752.643.289 and Belgian VAT number BE0752.643.289  
E: info@eventpay.be – W: www.eventpay.be.
- b. "Customer": the natural person or legal entity that uses, or wishes to use, the products and/or services of EventPay, or the person who has expressed an interest in EventPay's products and/or services in any way.
- c. "Equipment": all equipment delivered or made available to the Customer by EventPay and/or its licensors, such as, for example, a payment terminal. This also includes all installed software/Software, manuals, etc.
- d. "Software": the software, together with the related documentation, that EventPay supplies or makes available to the Customer.
- e. "Products": Equipment, Software and/or other items that EventPay supplies or makes available to the Customer.
- f. "Annex": an annex to these general terms and conditions.

## 2. Subject matter and formation

- 2.1 EventPay's services relate to the provision of payment solutions for events. This may include, among other things, providing a checkout system for events, supplying payment terminals or other payment solutions, including the provision of the network for the payment solution, etc.
- 2.2 All offers or quotations from EventPay are, in principle, non-binding and without obligation, unless otherwise indicated or confirmed by EventPay in writing.
- 2.3 A service agreement between EventPay and a Customer shall, as a rule, only come into existence when EventPay has confirmed its acceptance in writing.

## 3. Ownership

- 3.1 The Customer acknowledges that EventPay is the owner of the Products and is entitled to transfer ownership of the Products, in the context of financing or otherwise, or to pledge the Products to a third party. The Customer shall always respect these ownership rights.
- 3.2 The Customer is not permitted to transfer or assign the Products, any part thereof, or the rights/obligations arising from an agreement between the parties to a third party, to encumber them with any right, or to seize or have them seized.
- 3.3 The Customer shall ensure that a Product does not become an integral part of another item or become connected to another item in such a way that accession, mixing or specification may occur.

- 3.4 The Customer guarantees that if a Product nevertheless becomes an integral part of another item, or if accession, mixing or specification occurs, neither the Customer nor any third party shall exercise or invoke any right to which it is entitled against EventPay.

## 4. Applicability

- 4.1 These general terms and conditions apply to all quotations, all services, all agreements and/or all other legal relationships, directly or indirectly related to Products, goods and services offered by EventPay.
- 4.2 These general terms and conditions form an integral part of the contractual relationship between EventPay and the Customer. Moreover, they apply not only to the Customer's initial order to EventPay, but also to all possible subsequent orders or contracts between EventPay and the Customer, unless different arrangements have been expressly agreed in writing for a specific order.
- 4.3 In addition to these general terms and conditions, specific conditions may also apply, such as the Annex concerning Electronic Money. In the event of any conflict, the specific conditions shall prevail.
- 4.4 Unless expressly agreed otherwise, any general terms and conditions of the Customer shall not apply to the relationship between EventPay and the Customer. Their applicability is expressly excluded.
- 4.5 Agreements or specific conditions deviating from one or more provisions of these general terms and conditions shall only replace the provision or provisions from which they deviate. The remaining provisions shall remain fully applicable.

## 5. Delivery and performance

- 5.1 The Customer is obliged to inspect the Products for

defects upon delivery and to report any defects found immediately to EventPay. Defects that cannot be identified upon delivery or are not present at that time must always be reported to EventPay without delay as soon as they can reasonably be identified.

5.2 The Customer is obliged to handle the Products with due care, not to damage them, and to use them solely for the purpose for which they are intended under the agreement. If a Product is damaged or its operation is otherwise disrupted, the Customer shall inform EventPay thereof without delay.

5.3 The risk of loss, theft or damage to the Products passes to the Customer at the time of delivery. In the event of loss, theft or damage to the Products, the following rates shall be charged per Product:

Mobile payment terminal with integrated cash register software: €595, printer €510, access point €780, router €520, desktop payment terminal with integrated cash register software €1,350, mobile payment terminal with integrated cash register software and bank card module €620, stationary bank card module linked to desktop payment terminal €499, cash drawer €94, stand-alone charging machine €5,980, stand for mobile terminal €82, black box for terminal transport €75, grey open box for equipment transport €32, single charger €7, multi charger €15, extension cord €25, power strip €10. All these rates are exclusive of any VAT due.

5.4 The Customer shall, both at the start of the agreement and during its term, spontaneously and without delay provide all information required to enable the optimal performance of the services. EventPay shall not be liable for damage resulting from incorrect, late or incomplete information provided by the Customer.

5.5 EventPay reserves the right to implement procedural and/or technical changes and/or improvements during the term of the agreement if the operation of the supplied Products so requires or if EventPay deems this necessary.

5.6 The Customer shall itself provide the necessary electricity, connections and other utilities required for EventPay's services and communicated to the Customer by EventPay. The Customer shall also bear these costs itself.

5.7 The Customer undertakes to comply with all regulations relating to registration, use of the internet, networks and domain names imposed by the relevant authorities and shall indemnify EventPay against any third-party claims in this respect.

5.8 Delivery times for the Products are provided for information purposes only and are therefore not binding on EventPay, unless expressly agreed otherwise.

5.9 The Customer shall in no event be entitled to payment of damages, whether for direct or indirect damage resulting from a delay in delivery.

5.10 If EventPay employees arrive at the agreed time and have to wait because the necessary matters are not ready or the contact persons are not present, a waiting fee of €50 per hour per person shall be charged. This fee applies from the moment of arrival until the situation is such that the work can commence.

## 6. Use

6.1 The Customer may only use the Products in accordance with the agreement between EventPay and the Customer. The Customer shall duly observe all obligations, instructions and limitations communicated by EventPay, as described in these general terms and conditions, the agreement, or otherwise communicated to the Customer. If the Customer deploys its own staff and/or auxiliaries in the performance of the agreement, such staff and auxiliaries must have the necessary knowledge and experience.

6.2 The Customer is not permitted to make any modifications or additions to the Products.

6.3 The Customer only acquires a non-exclusive and non-transferable right of use to the Software. Additional licence conditions may be imposed by EventPay or by third parties and shall apply to the use of the Software. If the Customer does not wish to accept these licence conditions, the Customer shall not acquire any right of use. By putting the Software into use, the Customer is deemed to have accepted the applicable licence conditions.

6.4 The Customer shall not use, or allow the use of, EventPay's services and Products in any way for unlawful acts, the commission of criminal offences and/or for acts that may burden or disrupt EventPay's services. If this nevertheless occurs, EventPay shall have the right to take, with immediate effect, all necessary measures to stop such acts. EventPay also reserves the right to recover any damage suffered as a result from the Customer.

## 7. Intellectual property

7.1 All intellectual property rights relating to the Products and other materials such as analyses, designs, documentation, reports, quotations as well as preparatory material thereof, shall remain exclusively vested in EventPay or its licensors, unless expressly agreed otherwise in writing.

7.3 The Customer is not permitted, without EventPay's prior written consent or licence, to reproduce, disclose or use in any manner whatsoever the Products and other materials of EventPay, in whatever form, either itself or with the assistance of third parties, other than within the framework of the agreement between EventPay and the Customer.

## 8. Security

EventPay shall secure access to the stored data. However, EventPay provides no guarantee regarding the security measures implemented. To the extent permitted under applicable law, EventPay excludes all liability for damage that may arise with regard to the security of data despite the precautionary measures taken by it.

## 9. Confidentiality

The Customer knows and accepts that the Products and other materials made available contain confidential information and trade secrets of EventPay or its licensors, and undertakes to keep such information confidential, not to disclose or make it available to third parties, and to use it only for the purpose for which it was made available.

## 10. Payment and invoicing

10.1 Unless otherwise agreed, the Customer undertakes to pay compensation for the Products and/or services equal to the number of hours worked multiplied by the rates agreed under specific conditions or contracts. Unless otherwise agreed, a minimum intervention shall amount to at least four hours.

10.2 Any estimates in, among other things, EventPay's quotations are indicative.

10.3 Upon signing a quotation for three years, the stated prices may only change in line with the health index.

10.4 If sudden fundamental changes occur in the circumstances affecting the agreed price, which circumstances were unforeseeable when determining the price and which moreover disturb the contractual balance, the parties shall, at the first request, meet to arrive at an equitable adjustment of the agreement. If the parties cannot reach an amicable agreement within thirty calendar days from the request for adjustment, the most diligent party may terminate the agreement by sending a registered letter with a notice period of thirty calendar days, without any compensation being due.

10.5 EventPay may invoice electronically. In the case of an electronic invoice, this shall constitute the only original copy of the invoice and shall have the legal meaning and effect of an invoice. The Customer accepts the use of and evidential value of the electronic invoice. Electronic invoices are sent by e-mail to the e-mail address provided by the Customer. The Customer shall ensure that this e-mail address is accessible only to persons authorised to take note of these data. Receipt of the electronic invoices depends on certain technical requirements regarding the Customer's computer and internet connection. The Customer may take note of these technical conditions, which may change from time to time. The Customer alone is responsible for compliance with these requirements and for the use of its hardware and software.

10.6 Unless the Customer terminates the agreement due to a proven serious breach by EventPay, the Customer shall compensate EventPay for all ordered Products and the services and working hours effectively performed at the time of termination. The working hours effectively performed at the time of termination shall be charged at EventPay's applicable hourly rates, without prejudice to EventPay's right to prove higher actual costs by all legal means.

10.8 If the module "remaining funds flow to EventPay" is activated, the rental cost of the Products shall be determined by the amount excluding VAT remaining after refund.

## 11. Liability

11.1 EventPay cannot guarantee that the services and Products will at all times function without defects, limitations, inaccuracies, bugs or disruptions, in view inter alia of the characteristics of the Products and the nature and technical character of the computer programs used, necessary maintenance, the dependence of the services and products on its suppliers, the internet and/or other telecommunications facilities and developing technologies. The Customer acknowledges and accepts that the aforementioned guarantee cannot be given. EventPay nevertheless strives to remedy defects, limitations, inaccuracies, bugs or disruptions as quickly as possible and to limit any inconvenience for the Customer as much as possible.

11.2 EventPay shall only be liable for direct damage or costs if the Customer proves that such damage is the result of intent, gross fault or gross negligence on the part of EventPay.

11.3 In order to use EventPay's services and Products, the Customer may sometimes also need to use services offered by third parties such as other payment service providers or payment schemes. The Customer acknowledges that EventPay is not liable for damage directly or indirectly resulting from any shortcoming, fault or negligence of one or more third parties.

11.4 The Customer acknowledges that EventPay is furthermore not liable for:

- a. indirect, consequential, incidental or special damage (including, without limitation, financial or commercial losses, loss of profit, increase in overhead costs, missed savings, reduced goodwill, damage due to business interruption, damage resulting from claims by the Customer's customers, disruption of planning, loss of expected profit, loss of capital, loss of customers, missed opportunities, loss of data, loss of benefits, impairment and loss of files resulting from the performance of the agreement);
- b. damage caused by a fault or negligence of the Customer and/or its end users (e.g. employees/staff members or other (third-party) representatives of the Customer to whom the Customer grants permission to use the Products) or a third party;
- c. damage caused by incorrect use of an EventPay Product;
- d. damage caused by software or hardware supplied or made by third parties, or by any other element introduced into the Customer's business after the conclusion of the agreement;
- e. claims by third parties directed against the Customer;
- f. shortcomings resulting from force majeure.

Force majeure is the situation in which the performance of the agreement for one of the parties is wholly or partially, whether temporarily or otherwise, prevented beyond the will of the parties. This includes, for example: fire, war, terrorist attacks, adverse weather conditions, natural disasters, force majeure affecting the suppliers/subcontractors of EventPay or the Customer, failure by suppliers designated by the Customer to EventPay to properly fulfil their obligations, defects in goods, equipment, software or materials of third parties prescribed by the Customer for use by EventPay, government measures, disruption of the internet, data network or telecommunications facilities, unavailability of third-party servers, bugs in third-party software, strike, unavailability of staff, general transport problems, power outages, etc. The above list is non-exhaustive. Force majeure may occur at EventPay or at one of its suppliers.

11.4 To the extent permitted by applicable regulations, EventPay's liability for breach of contract shall be limited to compensation for direct damage up to a maximum of the fee due by the Customer for the specific Products or services that caused the damage (excluding VAT). In no event shall the total liability for all direct damage during the entire term of the agreement exceed the fee paid by the Customer for the specific Products or services (excluding VAT). If the agreement runs over several years, EventPay may, for compensation of direct damage, be held liable only up to the value of the amounts invoiced under this agreement for the specific Products and/or services (excluding VAT) during the twelve-month period preceding the day on which the event causing the damage occurred.

11.5 For damage cases partly attributable to the Customer and/or a third party, EventPay shall towards the Customer be liable only for, and only required to compensate, within the limits set out above, the share caused by its proven fault, excluding any joint and several liability with the other debtors. This applies regardless of whether the claim is based on contractual or non-contractual grounds. Related, similar or connected damage cases shall always be considered as one single damage case.

11.6 The Customer must notify EventPay in writing of any event that may give rise to its liability or of any damage suffered by the Customer, without delay and at the latest within 24 hours from the occurrence of the event or damage, or at least from the moment the Customer became aware of it or could reasonably have become aware of it. The notification must contain the most complete and detailed description possible of the shortcoming. The Customer shall furthermore give EventPay a reasonable period to end or remedy any defects, limitations, inaccuracies, bugs or disruptions. In the absence of compliance with this obligation, EventPay cannot be held liable and reserves the right to refuse any compensation.

## 12. Termination, dissolution and suspension

12.1 The Customer shall in any case be deemed to be in default by operation of law and the (remaining) debt towards EventPay shall become immediately due and payable if: the Customer files for its own bankruptcy, is declared bankrupt, changes status (or decides to do so), enters into liquidation, a merger or demerger takes place, the Customer seriously fails to fulfil one or more of its obligations, fails to pay an invoice amount or part thereof within the specified period, ceases or transfers its business, proceeds to dissolution, offers an arrangement to its creditors or ceases business operations, goods of the Customer are seized or other enforcement or protective measures are taken with regard to the Customer's goods, there are serious suspicions of fraud committed by the Customer, the Customer refuses to provide requested information or the Customer has provided incorrect and/or false information. This shall also be the case if the decisive control over the Customer's business changes directly or indirectly. In such cases, and without prejudice to its right to damages, EventPay may also suspend performance of the agreement or terminate or suspend the agreement by operation of law, without prior notice of default, without judicial intervention and with immediate effect, by the mere sending of a registered letter.

12.2 If EventPay is prevented by the Customer from performing the agreement, EventPay shall be entitled, without

any obligation to pay compensation, to terminate the agreement by means of written notice to the Customer, without judicial intervention, or to suspend performance of the agreement, without prejudice to EventPay's right to payment for services already performed.

12.3 Upon termination of the agreement, the Customer shall immediately remove all Software and all copies thereof from its systems and return the Products to EventPay without delay and undamaged.

## 13. Applicable law and competent court

13.1 All agreements between EventPay and the Customer, including their formation, interpretation, performance, termination and consequences, shall be governed exclusively by Belgian law.

13.2 The Vienna Sales Convention is expressly excluded.

13.3 In the event of any dispute, the parties shall make every effort to reach an amicable settlement.

13.4 If a dispute is brought before a court, it shall be brought exclusively before the courts of the judicial district in which EventPay has its registered office.

## 14. Support services

14.1 During the term of the contract, EventPay shall provide the Customer with support services during office hours as communicated by EventPay to the Customer from time to time. EventPay may amend its support services at any time.

14.2 Notwithstanding any other provision, EventPay shall not be responsible for failure to provide support services where such failure is the result of the act or omission of the Customer (and/or its agents or subcontractors), the end users or a third party, including, but not limited to, improper use or neglect of either the services or the Products, or the Customer's failure to implement recommendations made by EventPay to resolve previously reported malfunctions or shortcomings.

14.3 To ensure the quality of the support services, the Customer shall:

14.3.1 make all reasonable efforts to be available and to ensure the cooperation of end users and/or external suppliers;

14.3.2 provide EventPay as soon as possible with such information, documents and instructions as EventPay may reasonably request; and

14.3.3 respond in a timely manner to other questions and requests from EventPay.

14.3.4 EventPay is entitled to access tickets to demonstrate the set-up on site to potential customers. This number of access tickets is limited to a maximum of 8 access tickets.

## 15. Entire agreement

These general terms and conditions, possibly together with the annex and the other documents referred to therein, constitute the entire binding agreement between the Customer and EventPay with regard to the Products, goods and services offered by EventPay.

## 16. Severability

If any provision of these general terms and conditions is found to be invalid, unlawful or unenforceable, this shall not affect the remaining provisions of these general terms and conditions. In such case, the provision concerned shall be replaced by another provision that corresponds as closely as possible to the original provision.

## 17. Assignment

The Customer may not assign its rights and obligations under these general terms and conditions to a third party. EventPay reserves the right to assign its rights and obligations under these general terms and conditions to a third party.

## 18. No waiver

No forbearance and no failure by EventPay to exercise or enforce its rights under these general terms and conditions shall constitute a waiver thereof, unless acknowledged and confirmed in writing by EventPay.

## Annex: Electronic Money

### 1. Application

1.1 EventPay offers its Customers the possibility to use its services via an Electronic Money solution.

1.2 This Annex applies when EventPay and the Customer have agreed to work with electronic money issued by EventPay and governs (i) the use of and access to the Event Account and the Tokens, (ii) the execution and settlement of the Payment Transactions and (iii) the conversion and payout of the Tokens to an external account. These services are considered Products.

1.3 The provisions of this Annex apply together with the general terms and conditions and form an integral part thereof. In the event of any conflict, the specific provisions of this Annex shall prevail.

1.4 Services via an Electronic Money solution often also require the use of services offered by third parties such as other payment service providers or payment schemes. For clarification, this Annex only concerns the services offered by EventPay and not the services of third parties. These services are described further in the general terms and conditions of the relevant service providers.

## 2. Definitions

In this Annex, the following additional definitions apply:

a. "Token": the token is the means of payment, always expressed in euros and possibly expressed in a currency of the Organizer, and is held in a User Account or Event Account in order to carry out one or more Payment Transactions with the Organizer.

b. "Payment Instrument": means a "payment card", "festival wristband" or other instrument made available by the Organizer and linked to the User Account.

c. "Organizer": the Customer and specific organizer of the event or location where the Token can be used exclusively and who has concluded an agreement in this respect with EventPay.

d. "User": any person acting on their own behalf and having a User Account in order to carry out Payment Transactions.

e. "User Account": the account held in the name of a User or linked to the Payment Instrument held by a User on which the number of Tokens is recorded and which makes it possible to identify the various Payment Transactions.

f. "Event Account": the virtual account or wallet opened with EventPay and held in the name of the Organizer, which is used for holding and receiving Tokens.

f. "Payment Transactions": means the transfer of Tokens from a User Account in favour of the relevant Organizer on its Event Account in order to purchase consumer goods offered by the Organizer, such as drinks and food.

g. "Business Days": means a calendar day other than Saturday, Sunday and public holidays in Belgium and any other day designated as such by EventPay.

## 3. Electronic money and limited use within a limited network

3.1 The Tokens are issued by EventPay and must be regarded as electronic money.

3.2 The use of the Tokens is always limited. They may only be used within a limited network. This means that the Tokens are only valid with the relevant Organizer and, possibly additionally, during the duration of its specific event.

3.3 The Organizer may not use the Tokens on its Event Account for the purchase of goods or services from a third party.

## 4. Execution of Payment Transactions

4.1 The Organizer shall ensure that the Products are made available to the Users in a correct manner so that they can initiate Payment Transactions.

4.2 A User who has placed Tokens on their User Account in accordance with the terms and conditions applicable to them may carry out Payment Transactions.

## 5. Opening the Event Account and receiving payments

5.1 EventPay shall open an Event Account for each Organizer. The Event Account is not a bank account.

5.2 Through its Event Account, the Organizer may in turn receive the Tokens from each Payment Transaction. EventPay collects the executed Payment Transactions and places them individually or jointly on the Organizer's Event Account.

5.3 Payment Transactions shall only be booked to the Event Account provided that EventPay has received the necessary corresponding funds for the User's Tokens.

5.4 The Tokens and information on executed Payment Transactions shall be available on the Event Account no later than [X] Business Days after their execution.

## 6. Refund

6.1 The Organizer may choose, after the end of the event during which the relevant Tokens could be used, to offer the User the possibility to reclaim the remaining Tokens on their User Account (the "Refund").

6.2 The Refund shall be carried out by EventPay and in line with the terms and conditions applicable to the User.

## 7. Payout to an external account

7.1 After the end of the event during which the relevant Tokens could be used, and if applicable after payout of any Refunds to the Users, the Organizer may request the payout

of the Tokens on the Event Account to its external (bank) account. Any payout of Tokens shall always take place in euros.

7.2 The payout shall be carried out by EventPay to the external account after deduction of any transaction costs and fees due, such as outstanding invoices or costs for loss, theft and damage to the Products.

7.3 Tokens on the Event Account shall only be paid out to an account opened in the name of the Organizer with a European credit institution or payment service provider. The account details, including the IBAN number and BIC, shall be communicated in due time by the Organizer to EventPay.

7.4 The payout shall always take place within 14 Business Days after EventPay has received a valid request from the Organizer in line with this Annex, provided the necessary data for carrying this out are available.

7.5 EventPay may block a payment in case of suspicion of fraudulent or unlawful use of the Event Account, breach of security of the Event Account or for AML/CFT reasons.

7.6 EventPay shall not be liable and cannot be held liable again for the same payment in the event of a payout to an incorrect account due to incorrect or fraudulent information supplied by the Organizer or a third party.

## **8. Obligations of the Organizer**

8.1 The Organizer knows and accepts that its actions (and its use of the Event Account and the Tokens) must at all times comply with this Annex, the general terms and conditions and applicable law. The Organizer also undertakes to comply with the general terms and conditions applicable to the Users.

8.2 The Organizer undertakes to handle the Tokens and the Event Account with due care.

8.3 The Organizer shall not allow any third party to use the Event Account. The Organizer shall likewise not allow any third party, other than the User, to use the Tokens.

8.4 The Organizer undertakes to make the terms and conditions applicable to the User available to the User in a clear and visible manner. The terms and conditions or a link thereto shall be made available on the Organizer's website and shall also be made available at the cash desk of the relevant event so that each User is able to take sufficient notice thereof before recharging their User Account. EventPay may ask the Organizer to provide evidence that this article has been complied with.

## **9. Blocking of the Event Account**

EventPay may temporarily block access to the Event Account and the Products and other goods and services:

- i) in case of (suspected) violation of any applicable legal provisions;
- ii) in case of violation of the general terms and conditions; or
- iii) where there is suspicion or occurrence of fraud, abuse or another criminal offence.

## **10. Liability**

10.1 The following provisions apply together with the liability provisions of the general terms and conditions.

10.2 In the event of a disruption as referred to in article 11.1 of the general terms and conditions, EventPay reserves the right, at any time and from time to time, to temporarily interrupt, restrict, modify or discontinue access to the Event Account (or any part thereof) for a reasonable period. No rights may be derived from the balance of the Event Account during a disruption or interruption.

10.3 The Customer acknowledges that EventPay is not liable for:

- a. damage caused by a fault or negligence of the User or a third party. In particular, the Customer acknowledges that EventPay is not liable for damage resulting from any shortcoming, fault or negligence of one or more other payment service providers, payment schemes or service providers in the execution of the payment transactions for topping up the User Account or the payout of the Event Account to an external account.
- b. damage caused by incorrect use of the Event Account, User Account or the Tokens in violation of the general terms and conditions applicable thereto;
- c. any damage resulting from or relating to the (poor) functioning of the User's mobile device, or telecommunications services, or third-party software or hardware;
- d. any difficulty or impossibility in accessing the Event Account, its content or any other communication system fault that may cause the Event Account to be unavailable.

## **11. Personal data**

11.1 Personal data are processed in accordance with the Privacy Statement.