

TERMS OF SERVICE WICKET S.R.L.

1. DEFINITIONS

In these general terms and conditions, the following definitions are used:

- **General terms and conditions:** these general terms and conditions of WICKET S.R.L.
- **WICKET:** the private limited liability company WICKET S.R.L., with registered office in Milan and registered office in Corso Ventidue Marzo, 25.
- **Customer:** the contractual party who acts in the exercise of a profession or business as a user of the services or goods provided by or on behalf of WICKET and who is responsible for the organization and / or production of the event .
- **Application:** the (online) system developed by WICKET for the purchase, brokerage, management, processing and regulation of tickets (including any updates and the smartphone application for this system).
- **Agreement:** the relevant Agreement between the Customer and the User for the provision of payment services in relation to an Event, in which WICKET acts as an intermediary.
- **Location:** the place where the Event is held.
- **Event:** the public or closed event in which - by way of example, but not exclusive - an exhibition of an artistic and / or sports nature is presented, including - but not limited to - a musical, theatrical performance or musical, a concert, a show or a sporting event.
- **Ticket:** proof of a right of access to an event organized by or on behalf of the Customer that the Customer sells to the User through the Application.
- **User:** the natural and / or legal person who purchases a ticket from the Customer or from another User using the Application for an event organized by or on behalf of the Customer.

2. APPLICABILITY OF THE GENERAL CONDITIONS

2.1 These General Conditions apply to every offer, every agreement and all services between WICKET, Users and Customer, to the extent that the parties do not explicitly depart from these General Conditions in writing.

2.2 WICKET expressly refuses the applicability of other terms and conditions of the user and / or customer.

2.3 The general terms and conditions of the customer also apply to the contract, as well as the general terms and conditions of the owners of the offices. In the event of inconsistency between the provisions of these General Conditions and the aforementioned conditions, the provisions of these General Conditions will prevail. In the event of inconsistency between the general terms and conditions of the customer and those of the owners of the offices, the general terms and conditions of the customer will prevail. A copy of the general terms and conditions of the Client or the holders of Positions is available from the Client or the relative holder of Position.

2.4 WICKET has the right to modify the General Conditions and to declare the General Conditions applicable to the Agreements. The modified General Conditions can be consulted on the WICKETEVENETS website.

2.5 In the event that one or more of the conditions in these general terms and conditions are or become void, the remaining conditions will remain applicable without any limitation.

3. FORMATION OF THE AGREEMENT

3.1 WICKET acts as an intermediary in the conclusion of the Agreement between the User (s) and the Customer regarding the offers and sales of (reservations for) tickets. WICKET is not part of the Agreement concluded with the purchase of a Ticket. The agreement is concluded after the user has purchased one or more tickets through the WICKET application. WICKET provides tickets on behalf of the customer or other users.

3.2 The User must, before confirming his reservation, always check carefully that the correct Tickets have been reserved. Therefore, the user must always use a correct e-mail address when booking. In case of doubts about the accuracy of the details entered by the user with the order, WICKET can contact the user using the details entered by the user. If WICKET is unable to reach the user and therefore cannot check the details, WICKET can cancel the reservation and sell the tickets to another user. If WICKET has doubts about the accuracy or validity of the details entered by the User with the order or the means of payment used by the User, he has the right to cancel the User's reservation and to sell the Tickets to another User . WICKET will do everything possible to inform the User in such a situation.

3.3 Each agreement is concluded on the condition that there are sufficient products or services available.

3.4 The user cannot invoke a right of withdrawal. The right of withdrawal does not apply on the basis of article 16, letter i), chapter 3, of the Directive 2011/83 / EU relating to consumer rights. Tickets cannot be returned. The provisions of article 6: 230p (e) apply to tickets.

4. APPLICATION

4.1 WICKET offers the Customer the opportunity to use the Application for the sale of Tickets to Users for Events that will be organized by the Customer.

4.2 WICKET guarantees the Customer access to the use of the Application to the extent that this is necessary for the fulfillment of the obligations included in the Contract.

4.3 The application is - also in order to maximize the tickets to be sold - managed, maintained and, if necessary, repaired according to the principles of good workmanship by and on behalf of WICKET.

5. RATES AND PAYMENT

5.1 WICKET sells tickets on behalf of customers who decide on the price and number of tickets available. Price and availability information is provided without obligation and subject to all reservations.

5.2 WICKET will make an offer to the Customer regarding the rates that will be applied.

5.3 If the User does not pay the amounts due on time, the User must, without any notice or notice of default, need the outstanding amount of the legal interest, if the User does not comply with the complaint following a notice or notice of default.

5.4 If the application negotiates the transfer of ownership of a ticket between users, a service fee is charged.

6. DELIVERY TIME

6.1 Tickets are delivered to the account linked to the mobile phone number provided by the user. WICKET will continue to believe that the telephone number and e-mail address provided by the User are correct until the User has notified WICKET of a new telephone number.

6.2 If the delivery times are exceeded, this will not give the User the right to compensation, nor the User will have the right to cancel the order or the Contract, unless the delivery times are exceeded to such an extent that the User cannot reasonably ask to be compensated.

7. EVENTS CANCELED OR MOVED

7.1 The user is entirely responsible for checking whether an event has been canceled or postponed and the new time or place. WICKET will do everything possible to promptly inform the User of any postponements / cancellations of an Event. WICKET is not responsible for any expenses incurred due to canceled or moved events.

7.2 Tickets for postponed Events generally remain valid for the Replacement Event, however the Customer is ultimately responsible for this and the User cannot request a replacement ticket from WICKET.

7.3 If an Event is canceled or postponed, the User can return the Tickets for this Event according to the scheme established by the Customer. As for the relevant conditions, we refer you to the general terms and conditions of the event organizer. If the Customer asks WICKET to refund the ticket price to the User, WICKET must do so after receiving the money in question from the Customer. Service and administration costs will not be refunded.

8. TICKETS

8.1 Tickets distributed by WICKET remain the property of the Customer. It is expressly forbidden for the user to offer a ticket, in a different way than that through the application, to third parties. If a Ticket is offered through other channels, WICKET reserves the right to make the Ticket invalid and to request a penalty immediately due and payable of € 5,000.00 per case by the User.

8.2 WICKET reserves the right to refuse Users' orders at any time.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 All intellectual property rights relating to the name, application and image mark of WICKET remain with WICKET S.R.L.

9.2 The user refrains from actions that could harm the rights or other interests regarding WICKET or its licensor.

9.3 The Agreement does not constitute the transfer of any intellectual property rights from WICKET to the User or the Customer.

10. PRIVACY AND PERSONAL DATA

10.1 WICKET respects all its obligations as data controller in the context of the General Data Protection Regulation (GDPR). The collected data of users must be processed and used only for purposes for which the user has granted express prior consent.

10.2 The User is deemed to have read the WICKET privacy policy which can be consulted on the WICKETEVENTS website and is also deemed to consent to the processing described there of the personal data provided.

11. RESPONSIBILITY

11.1 WICKET cannot be considered as the organizer of the event, and is not responsible and does not provide any guarantee for the artistic quality, the content of the event, the course of events within or around the event and does not accept any responsibility whatsoever based on this fact.

11.2 With the exception of the other provisions of liability contained in these General Conditions, the total liability of WICKET, due to imputable default or an illegal act, is limited to compensation for direct loss up to the amount that the user has been or could be charged for Tickets, unless the loss is due to willful misconduct or gross negligence on the part of WICKET or its agents.

11.3 The liability of WICKET in relation to the imputation of the non-execution of an agreement cannot in any case arise unless the User immediately and adequately declares WICKET for default in writing, indicating a reasonable period in which to remedy the deficiency, and WICKET continues, and may be blamed for continuing to fail in fulfilling its obligations even after that period. The notice of default must provide as complete and detailed a description as possible of the deficiency, so that WICKET is able to respond adequately.

11.4 WICKET cannot be held responsible in any way for any losses suffered by the holder of this proof of access due to acts or omissions of third parties.

12. Force majeure

12.1 Force majeure means any shortcoming that cannot be attributed to WICKET because it cannot be blamed and is not accountable pursuant to law, juristic acts or common opinion.

12.2 Notwithstanding its other rights, in cases of force majeure WICKET shall be entitled, as it sees fit, to defer the execution of the User's order, by notifying the User of this in writing to that effect and without WICKET being obliged to pay compensation, unless this would be unacceptable in the given circumstances according to criteria of reasonableness and fairness.

12.3 In the following cases the parties agree that there is a question of force majeure in any event as referred to in Article 12.1 of these General Terms and Conditions:

- if the services are not delivered or delayed – other than as a result of intent or deliberate recklessness on the part of WICKET – due to the destruction in any manner whatsoever of servers, back-ups and other equipment used by WICKET and also malfunctions in telephone and internet traffic;
- if the services are not delivered or delayed on WICKET side due to sabotage – whether terrorist or not – by third parties, including actions by so-called 'hackers' or 'crackers'.

13. INDEMNIFICATION

13.1 The Customer will indemnify WICKET against third party claims due to damages caused by the fact that the Customer has provided incorrect or incomplete information.

13.2 The Customer will indemnify WICKET, at the first request, if a complaint is lodged against WICKET in any sense, by or on behalf of a User, in relation to the content and / or in the event of improper execution of the agreements that the Customer and the User have concluded among themselves, for example in the event of cancellation, and also the relative communications from the Customer to the User, or any other potential form of absence and / or illegal act by the Customer towards the User.

14. APPLICABLE LAW AND CHOICE OF JURISDICTION

14.1 All agreements with WICKET are governed by Italian law.

14.2 Any disputes that may arise as a result of this Agreement or any further agreement deriving from or connected to it, will be judged exclusively at first instance by the competent court of Milan.

Wicket S.R.L. \ Corso XXII Marzo, 25, Milano \ www.wicketevents.com