EVENT VAULT - GENERAL TERMS AND CONDITIONS

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CONTACT INFORMATION

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DEFINITIONS

- **Event Vault:** The entity providing event app solutions, located at Martinus Nijhofflaan 13H, 2624 ER Delft, The Netherlands, registered with the Netherlands Chamber of Commerce (KvK) under no. 87711672, VAT no. NL004463786B04.
- **Customer:** Any business, organisation or individual acting in the course of a trade, business or profession that enters into an agreement with Event Vault, including by making an Online Purchase.
- **Parties:** Refers collectively to Event Vault and the Customer.
- **Services:** Refers to the event app solutions, software, platform, website, Ticket Selling Service, and any related support or other services provided by Event Vault.
- **Organizer:** Refers to a Customer who uses the Services to create, manage, and/or sell tickets for an event.
- **Ticket Buyer:** Refers to any individual or entity who purchases or obtains a ticket from an Organizer through the Services.
- **Customer Content:** Refers to the information, data, logos, text, and other materials provided by the Customer to Event Vault for the purpose of configuring and using the Services.
- **Third Party Claims:** For the purposes of this agreement, a 'third-party claim' shall mean any claim, demand, action, suit, or proceeding brought against either party by a person or entity other than the parties to this agreement.
- **Plan:** A package of Services for one event, such as Lineup or an event app plan, as described in the Order or on event-vault.com.
- **Order:** A quotation or agreement accepted in writing, or an Online Purchase.
- **Online Purchase:** A Plan bought and paid for directly in the Event Vault console.
- **Attendee Allowance:** The number of attendees included in the price of a Plan.

APPLICABILITY

- These terms apply to all proposals, agreements, deliveries, and services provided by Event Vault, superseding any prior arrangements or agreements.
- Deviations from these terms are valid only if agreed in writing.
- **Business customers only:** Event Vault provides its Services to business customers only and does not contract with Consumers. By entering into an agreement, the Customer confirms that it acts in the course of its trade, business or profession.
- **Order of precedence:** If documents conflict, the Order prevails, then Annex 1 (Data Processing Terms), then these terms. The Customer's own general terms do not apply and are expressly rejected.

- **Attendees:** Attendees and other people who use the event apps, the guest portal or event-vault.com are bound by Event Vault's Terms of Service at event-vault.com/terms-of-service/. Those terms do not govern the relationship between Event Vault and the Customer.

OFFERS AND ACCEPTANCE

- Offers are valid for 14 days unless otherwise specified. Acceptance must be confirmed in writing. Event Vault reserves the right to withdraw offers within 3 days after acceptance.
- If the customer does not accept an offer or quotation within the applicable time frame, the offer or quotation will lapse.
- Offers and quotations do not apply to repeated orders unless the parties have agreed upon this explicitly and in writing.
- Verbal acceptance of the customer only commits Event Vault after the customer has confirmed this in writing (or electronically).

ONLINE PURCHASES

- **Scope:** Some Plans, such as Lineup, can be bought directly in the Event Vault console. The clauses on offers, quotations and down payments do not apply to Online Purchases.
- **Formation:** The price, the content of the Plan and these terms are shown before payment. The agreement is formed when the payment is confirmed.
- **Payment:** Online Purchases are paid in full in advance through Stripe. Event Vault issues an invoice for each Online Purchase.
- **Event slot:** Each Online Purchase gives the Customer one event slot for the Plan bought. The slot is used when the Customer creates an event with it. A published Lineup event does not expire.
- **Upgrades:** An event on Lineup can be upgraded to an event app plan. The amount paid for Lineup counts toward the price of the upgrade.
- **Cancellation:** As the Services are offered to business customers only, there is no statutory right of withdrawal, and Online Purchases are not refundable. Event Vault may refund an Online Purchase in whole or in part at its own discretion, depending on the circumstances. A refund in one case gives no right to a refund in another.

DATA PROTECTION AND PRIVACY

- **Roles of the Parties**: For the purposes of the General Data Protection Regulation (GDPR), the **Customer is the "Data Controller"** of the personal data of its event attendees, including data collected from Ticket Buyers during the ticket purchasing process. **Event Vault is the "Data Processor,"** processing such data on behalf of the Customer.
- **Privacy Policy:** Event Vault's general data handling practices are described in our Privacy Policy. For matters specifically related to processing data on behalf of the Customer, this section and Annex 1 shall prevail.
- **Processor's Obligations: As a Data Processor, Event Vault shall:**
    - Only process personal data on the documented instructions of the Customer.
    - Ensure its personnel are committed to confidentiality.
    - Maintain appropriate technical and organizational security measures.
    - Reasonably assist the Customer, at the Customer's expense, in responding to data subject rights requests.
    - Notify the Customer without undue delay of any personal data breach.
    - Upon termination, delete or return all of the Customer's data as instructed.
- **Customer Responsibilities:** The Customer warrants that it has a lawful basis for processing the personal data and has provided all necessary notices to its event attendees.
- **Data Processing Terms:** The further terms of processing required by article 28 GDPR, including the categories of data, the sub-processors and international transfers, are set out in Annex 1, which forms part of these terms.

INTELLECTUAL PROPERTY

- **Ownership and Rights:** Event Vault unequivocally retains all intellectual property rights associated with its products, services, and any related materials or documentation provided to the Customer. This encompasses, but is not limited to, software, mobile applications, web applications, designs, documentation, trademarks, service marks, and copyright-protected content. These rights remain the sole property of Event Vault, irrespective of any contributions or inputs from the Customer or third parties.
- **Prohibitions on Use**: Without the explicit, written consent from Event Vault, the Customer is strictly prohibited from replicating, distributing, modifying, or creating derivative works based on the products or any part thereof. This restriction applies equally to all forms of media, electronic transmissions, and physical copies.
- **Licensing:** In cases where Event Vault grants the Customer a license to use its products, such license is limited to the Customer's internal business purposes and its events. This license is non-exclusive, non-transferable, and subject to the terms and conditions outlined in this agreement or any other agreement specifically entered into between Event Vault and the Customer regarding the use of intellectual property.
- **No Transfer of Ownership:** It is explicitly understood that no purchase or use of the services or products provided by Event Vault transfers ownership of any intellectual property rights to the Customer. The Customer acknowledges that all intellectual property rights are and shall remain the property of Event Vault.
- **Protection of Rights:** The Customer agrees to take all reasonable steps to protect the intellectual property rights of Event Vault and to prevent any unauthorized use, reproduction, or distribution of the products or related materials. Should the Customer become aware of any such unauthorized use by third parties, the Customer agrees to promptly notify Event Vault of such activity.

PRICING AND PAYMENT

- **General Pricing:** All prices set by Event Vault are in euros, exclusive of VAT and of secondary costs such as administration fees, and any potential shipping or transport expenses.
- **Price Adjustments:** Event Vault reserves the right to adjust prices for its products or services, as displayed on its shop, website, or any other channels, at any given time. Customers will be notified of any pricing adjustments in advance. An adjustment does not change the price of an Order that has already been accepted or paid.
- **Service Pricing:** Plans are charged at the fixed price stated in the Order or, for an Online Purchase, at checkout. Work outside a Plan, such as custom development or integration work, is charged on the actual hours worked at the agreed hourly rates, unless a fixed price is agreed.
- **Attendee Allowance:** The Attendee Allowance is never a limit. Event Vault does not refuse registrations or restrict features when it is exceeded. Attendees are counted as the highest number of people assigned to the event's guest list at any one time, whether they were added, invited, imported or registered, and whether or not they use the app or attend. Attendees above the allowance are invoiced after the event at the per-attendee rate stated in the Order or, if the Order states none, on event-vault.com/pricing/ on the date of the Order.

PAYMENT TERMS

- **Down Payment:** For Orders other than Online Purchases, a down payment ranging from 20% to 50% of the total agreement cost may be required at the time of contract signing. The exact percentage will be determined based on the scope and nature of the project.
- **Full Payment:** The balance of the payment is due within one month following the delivery of the product or completion of the service.
- **Late Payment Reminder:** If payment is not received by the due date, Event Vault will send a reminder to the customer 7 days after the payment becomes overdue, providing an additional opportunity to settle the outstanding balance without immediate default or penalty.
- **Grace Period:** A grace period of one month from the original due date will be allowed before any interest charges or collection costs are applied. This grace period is intended to accommodate unforeseen circumstances that may delay payment.
- **Consequences Of Late Payment**
    - **Interest on Late Payments:** If the full payment is not received within the grace period, the Customer owes the statutory commercial interest (article 6:119a of the Dutch Civil Code) on the overdue amount, from the day following the end of the grace period.
    - **Collection Costs:** In the event of non-payment beyond the grace period, the customer will be liable for reasonable extrajudicial collection costs, calculated according to the standard Reimbursement for Extrajudicial Collection Costs. Event Vault aims to keep these costs fair and will only initiate such actions as a last resort.
    - **Suspension of Services:** Should the payment remain overdue after the grace period, Event Vault reserves the right to temporarily suspend the delivery of services or access to products until the outstanding balance is settled.
    - **Immediate Due in Specific Circumstances**: In cases of liquidation, bankruptcy, seizure, or suspension of payment by the customer, all claims by Event Vault become immediately due and payable.
- **Severability:** If any provision of the pricing and payment terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect. Event Vault and the

customer agree to replace the invalid or unenforceable provision with a valid and enforceable provision that most closely aligns with the original intent of the agreement.

DELIVERABLES AND PERFORMANCE

- **Commitment to Quality:** Event Vault is dedicated to delivering services of the highest quality, adhering to industry standards and best practices. Our approach to service execution is informed by our extensive expertise and commitment to excellence.
- **Best Effort Obligations:** Event Vault endeavors to perform all services with best efforts, ensuring that every reasonable effort is made to achieve the desired outcomes. While we strive for optimal results, the nature of certain projects may introduce complexities or unforeseen challenges that could impact performance.
- **Collaboration with Third Parties:** Event Vault reserves the right to engage third-party service providers as necessary to fulfill the agreed-upon services. Event Vault selects such providers with care. The sub-processors of personal data are listed in Annex 1.
- **Mutual Consultation and Agreement:** The commencement and execution of all services are subject to mutual agreement between Event Vault and the Customer, including any necessary advance payments. This collaborative approach ensures that both parties are aligned on expectations and deliverables.
- **Customer's Responsibility:** It is crucial that the Customer provides all necessary information, access, or materials required for Event Vault to begin work on the project promptly. Timely and effective communication is essential for the smooth execution of the agreement.
- **Consequences of Delay:** Should the Customer fail to provide what is necessary for the commencement of the project, leading to delays, Event Vault reserves the right to adjust the project timeline and budget to account for any additional costs or extra hours incurred as a result.

TICKET SELLING SERVICE AND ROLE OF EVENT VAULT

- **Service Provision:** The Customer may be provided with features to sell tickets for their event(s) through the Event Vault platform ("Ticket Selling Service").
- **Platform Role:** The Customer acknowledges and agrees that Event Vault provides a technology platform only to facilitate these transactions. Event Vault is not the seller, merchant of record, or reseller of any tickets.
- **Contract of Sale:** The contract for the sale of a ticket is a direct agreement between the Customer (the "Organizer") and the individual purchasing the ticket (the "Ticket Buyer").
- **No Financial Involvement:** Event Vault is not a party to the ticket sale agreement and does not handle, control, or hold any funds related to ticket sales.
- **Customer's Terms of Sale:** The Customer agrees to provide their own legally compliant terms of sale, including a refund policy, to all Ticket Buyers at the point of purchase. Event Vault is not responsible for the content or enforcement of these terms.

THIRD-PARTY PAYMENT PROCESSING

- **Exclusive Processor:** All payments processed through the Ticket Selling Service are handled exclusively by a third-party payment processor, Stripe.
- **Stripe Account Requirement:** To use the Ticket Selling Service, the Customer must create, connect, and maintain an active account with Stripe and agree to the terms of the Stripe Connected Account Agreement and any other applicable Stripe terms of service.
- **Accuracy of Information:** The Customer is solely responsible for the accuracy and completeness of the information they provide to Stripe.
- **Responsibility for Stripe Fees:** The Customer is solely responsible for the payment of all fees charged by Stripe for payment processing ("Stripe Fees"). Event Vault charges no fee on ticket

sales unless the Order states otherwise. Any fee Event Vault does charge does not include or cover Stripe Fees.

PAYOUTS, REFUNDS, AND DISPUTES

- **Payouts:** All payouts of ticket revenue to the Customer are managed by Stripe according to Stripe's policies and payout schedules.
- **Refund Policy:** The Customer is solely responsible for establishing and communicating their own refund policy to Ticket Buyers.
- **Dispute and Refund Management:** The Customer is solely responsible for managing and processing all Ticket Buyer communications, refund requests, payment disputes, and chargebacks.
- **Event Vault Liability:** Event Vault holds no liability and has no obligation to fund or process any refunds or to manage any payment disputes or chargebacks. All such liability rests entirely with the Customer.

TAXES AND INVOICING

- **Tax Responsibility:** The Customer is solely responsible for determining, calculating, collecting, and remitting all applicable taxes, including but not limited to Value Added Tax (VAT), associated with their ticket sales.
- **Platform Tools:** While the Event Vault platform may provide tools via its integration with Stripe to assist in the application of taxes, this does not make Event Vault a tax partner or transfer any tax liability.
- **No Tax Advice:** Event Vault does not provide tax advice. The Customer is responsible for ensuring compliance with all applicable tax laws and regulations.
- **Invoicing Responsibility:** The Customer is also solely responsible for providing valid tax invoices to their Ticket Buyers as required by law.

CUSTOMER CONTENT

- **Ownership of Customer Content:** The Customer retains all ownership rights to the information, data, logos, text, and other materials they provide to Event Vault for the purpose of configuring the event app ("Customer Content").
- **License for Service Provision:** The Customer grants Event Vault a temporary, non-exclusive, royalty-free, worldwide license to use, reproduce, and display the Customer Content solely for the purpose of providing the agreed-upon services under this agreement. This license terminates upon the conclusion of the service period.
- **Promotional Use:** The Customer grants Event Vault a non-exclusive, royalty-free right to use the Customer's name and logo on Event Vault’s website and in other marketing or promotional materials. The Customer may opt out of this use at any time by submitting a written request to info@event-vault.com. Upon receipt of such a request, Event Vault will make reasonable efforts to remove the Customer’s name and logo from its materials going forward.
- **Responsibility for Content:** The Customer is solely responsible for the accuracy, legality, and integrity of their Customer Content. The Customer warrants that they have all necessary rights and permissions to use the Customer Content and that it does not infringe upon any third-party intellectual property or privacy rights.

- **Prohibited Content:** The Customer agrees not to upload or use any Customer Content that is unlawful, defamatory, obscene, or otherwise objectionable. Event Vault reserves the right, but not the obligation, to remove any content that violates this provision.

ACCEPTABLE USE

- **Permitted Use:** The Customer agrees to use the event app and related services only for their intended purpose in connection with their event. The Customer is responsible for use of the app by their authorized users and event attendees.
- **Prohibited Actions:** The Customer and its users shall not:
    - Attempt to reverse engineer, decompile, or otherwise discover the source code of the software or application.
    - Use the services to send spam or unsolicited messages in violation of applicable laws.
    - Knowingly use the services to transmit or store infringing, threatening, or otherwise unlawful material.
    - Knowingly upload or transmit malicious code, such as viruses or Trojan horses.
    - Interfere with or disrupt the integrity or performance of the services.
- **Moderation:** The Customer moderates its event's feed, chat and other attendee content with the tools in the console and the app. Event Vault may hide or remove content, or suspend a user, where the Customer does not act or where the law requires it.

SUPPORT AND MAINTENANCE

- **Support Channel:** The Customer can submit all technical support requests via email to support@event-vault.com. This ensures that the customers request is logged and can be addressed efficiently.
- **Commitment to Support:** Event Vault is committed to providing timely and effective support. All requests are handled personally and will be prioritized based on their urgency and impact on the Customer's service.
- **Response Efforts:** Event Vault will use its best efforts to respond to all support requests promptly. While specific response hours are not guaranteed, requests are monitored regularly. You can typically expect a response to general inquiries within one to two business days. Critical issues, such as a service outage, will be given immediate attention.
- **Maintenance:** To ensure the quality and security of the service, Event Vault may occasionally perform scheduled maintenance. Whenever practical, such maintenance will be scheduled during periods of low usage.

DURATION OF THE SERVICE AGREEMENT

- **Per-Event Plans:** An agreement for a Plan covers one event. It ends when the service period for that event, as stated in the Order or the Plan description, has ended and all amounts have been paid, unless agreed otherwise.
- **Fixed-Term Contracts:** For ongoing services agreed for a fixed term, such as a white-label app or an annual licence, upon the expiration of this term, the contract will automatically transition to an indefinite duration unless terminated by either party. Termination requires two months' notice, given before the end of the fixed term or, after it, at any time.
- **Completion Deadlines:** When a specific timeline for completing certain services has been agreed upon, such deadlines are intended as guidelines rather than strict cutoffs, unless an explicit exception is made in writing. Should the initially agreed timeline be exceeded, the customer is

encouraged to provide Event Vault with a reasonable extension to fulfill the contract obligations before any termination or damages claims are considered.

MUTUAL CONFIDENTIALITY

- **Protection of Confidential Information:** Just as the Customer is obligated to protect the confidentiality of information received from Event Vault, Event Vault equally commits to maintaining the confidentiality of any information received from the Customer. This includes, but is not limited to, business operations, customer data, product information, and any other information deemed sensitive by the Customer.
- **Scope of Mutual Confidentiality:** Event Vault shall treat all information received from the Customer with the same degree of care as its own confidential information but with no less than a reasonable degree of care. Event Vault will not use the Customer's information for any purpose outside the scope of the agreement without the Customer's prior written consent.
- **Exclusions from Confidentiality Obligations:** The mutual obligation to maintain confidentiality does not apply to information that:
    - Is or becomes publicly known through no wrongful act of the receiving party.
    - Is received from a third party without breach of an agreement of confidentiality.
    - Is independently developed by the receiving party without direct access to or use of the disclosing party's confidential information.
    - Is disclosed under the order of a court or governmental agency, provided that the disclosing party is given reasonable notice of such order and an opportunity to attempt to preclude or limit such disclosure.
- **Duration of Mutual Confidentiality Obligations:** The obligation of both parties to protect each other's confidential information remains in effect for the duration of their agreement and extends for a period of three years after its conclusion, ensuring ongoing protection of all parties involved.

MUTUAL INDEMNITY

- **Customer Indemnification:** The Customer agrees to indemnify and hold harmless Event Vault and its officers, directors, employees, and agents from and against any and all third-party claims, demands, liabilities, costs, or expenses, including reasonable attorney's fees, arising out of: the Customer's use, misuse or unauthorised modification of the products or services contrary to this agreement; Customer Content, including claims that it infringes third-party intellectual property or privacy rights; the Customer's ticket sales and terms of sale; the Customer's processing of personal data as Data Controller; and the Customer's gross negligence or wilful misconduct.
- **Limitations of Indemnity:** The indemnity obligations of the Customer are conditioned upon Event Vault:
    - Notifying the Customer promptly in writing of any claim for which it seeks indemnification.
    - Granting the Customer sole control of the defense and settlement of the claim (provided that the Customer may not settle any claim unless it unconditionally releases Event Vault of all liability).
    - Providing the Customer, at the Customer's expense, all reasonable assistance necessary to defend or settle the claim.
- **Reciprocal Indemnification by Event Vault:** Event Vault agrees to indemnify and hold harmless the Customer against third-party claims that the Event Vault software, as provided by Event Vault, infringes that third party's intellectual property rights, except where the claim results from Customer Content or from changes or combinations not made by Event Vault. This indemnity is subject to the 'Limitation of Liability' clause.
- **Insurance:** Event Vault holds professional indemnity insurance covering financial loss, personal injury and property damage, and cyber and data risks. A certificate of insurance is available on request. Each party maintains insurance appropriate to its obligations under this agreement.

- **Survival Clause:** The indemnification obligations of both parties shall survive the termination or expiration of the agreement.

LIMITATION OF LIABILITY

- **Scope of Liability:** Event Vault is liable to the Customer only for direct damage resulting from an attributable failure in the performance of its obligations under this agreement, within the limits of the Liability Cap.
- **Exclusion of Indirect Damages:** Under no circumstances shall Event Vault be liable for any indirect, incidental, consequential, special, or exemplary damages arising out of or in connection with this agreement, including, but not limited to, loss of profits, loss of business, loss of savings, or damage to third parties, even if Event Vault has been advised of the possibility of such damages.
- **Liability Cap:** In the event that Event Vault is found liable for any damages, the total liability under this agreement is limited to the amount paid out under Event Vault's professional indemnity insurance for the claim in question, plus the deductible. If the insurance does not pay out, Event Vault is not liable, unless the refusal is due to Event Vault's own failure to meet the policy conditions, in which case liability is limited to the amount invoiced for the Services concerned. Event Vault reports claims to its insurer promptly and in line with the policy conditions.
- **Intent and Gross Negligence:** The Liability Cap and the exclusion of indirect damages do not apply to damage caused by intentional misconduct or gross negligence of Event Vault's management.
- **Representational Accuracy:** The Customer acknowledges that all representations including images, photos, colors, and descriptions provided by Event Vault on its website, catalogs, or promotional materials are for illustrative purposes only and may not precisely reflect the actual service or product. Such representations do not constitute a warranty regarding the service or product and shall not be grounds for compensation, dissolution of the agreement, or suspension of obligations under this agreement.
- **Best Effort Basis:** The Customer acknowledges that all services provided by Event Vault are based on best efforts. Event Vault will make reasonable efforts to fulfill its obligations under this agreement, but does not guarantee specific results or outcomes beyond its best efforts.
- **Acknowledgment of Limitations:** The Customer agrees that the limitations of liability included in this clause are a reasonable allocation of risk and are a fundamental element of the basis of the bargain between Event Vault and the Customer. Event Vault's pricing reflects this allocation of risk and these limitations.

TERM AND TERMINATION

- **Expiry Period for Claims:** Any claim for compensation against Event Vault must be made within 12 months from the event giving rise to the claim. This limitation does not affect the rights provided under article 6:89 of the Dutch Civil Code.
- **Termination Rights:**
    - **Customer's Right to Dissolve:** The Customer may terminate the agreement if Event Vault materially fails to fulfill its obligations, except where such failure is deemed minor or does not justify termination. Before termination for failure to perform, Event Vault must be officially deemed in default, allowing a reasonable period for rectification.
    - **Event Vault's Right to Dissolve:** Event Vault reserves the right to terminate the agreement if the Customer fails to meet their obligations, including timely payment and cooperation necessary for Event Vault to deliver its services. This right is also reserved if there is a justifiable concern that the Customer will not meet their obligations in the future.
- **Conditions for Dissolution:** Termination by either party for failure to fulfill obligations is subject to a formal default notice and, where applicable, a reasonable time frame for remedying any breaches. Dissolution is permissible only after these conditions are met, aiming to protect both parties' interests and encourage resolution before termination.
- **Termination for Non-Payment and Right to Withhold Services:**
    - Event Vault retains the right to terminate the agreement after providing written notice to the customer in the event of non-payment. The notice shall specify the outstanding amount and provide a reasonable period for the customer to remedy the situation. If the outstanding amount remains unpaid within the specified period, Event Vault may terminate the agreement without further notice.
    - Event Vault also retains the right to withhold or suspend services or products in the event of non-payment by the customer. Services or products may be reinstated upon full settlement of the outstanding balance. Event Vault will communicate any conditions or procedures necessary for reinstatement of services or products in writing to the customer.

FORCE MAJEURE

- **Definition and Impact:** Force majeure events, beyond Event Vault's control, excuse Event Vault from fulfilling its obligations to the Customer without constituting a breach of contract. These events include, but are not limited to, natural disasters, civil unrest, strikes, unforeseen government restrictions, disruptions in utilities, issues with third-party suppliers, and unavailability of backend services crucial for service delivery.
- **Examples of Force Majeure:** Specific instances encompassing force majeure include, without limitation, extreme weather conditions, earthquakes, floods, fires, acts of war or terrorism, industrial disputes not involving Event Vault employees, unforeseen technological or communication interruptions, legal or regulatory changes affecting service delivery, and unavailability of backend services.
- **Obligation Suspension:** Event Vault's obligations are temporarily suspended during force majeure events. Event Vault is committed to resuming contractual duties promptly when the situation allows.
- **Termination Rights:** If the force majeure condition persists for 30 consecutive days or more, either party has the right to terminate the affected parts of the agreement through written notice, without incurring liability for such termination.

- **Liability Exemption:** Event Vault is not liable for any damages, losses, or compensation arising from its inability to perform obligations due to force majeure, regardless of any potential benefits it may receive during such periods.

AMENDMENTS TO TERMS AND CONDITIONS

- Event Vault reserves the right to amend or supplement these general terms and conditions at any time. Minor changes may be implemented without prior notice to ensure the relevance and compliance of these terms.
- For significant modifications, Event Vault will engage in discussions with the customer beforehand, aiming for transparency and mutual agreement. If a significant change adversely affects the Customer, the Customer may terminate the affected agreement from the date the change takes effect. A change does not affect an Online Purchase already paid.

TRANSFER OF RIGHTS

- Customers may not transfer or assign their rights or obligations under this agreement to third parties without Event Vault's explicit written consent. This clause is enforceable under property law as per Section 3:83 (2) of the Dutch Civil Code, ensuring that contractual rights are securely managed and acknowledged.

VALIDITY OF PROVISIONS

- **Determining Nullity or Voidness:** In the event that a provision of these terms is contested or found to be null or void, the determination shall be made through a court ruling or by mutual agreement between Event Vault and the Customer.
- **Process for Proposing Replacements:** If a provision is deemed null or void, either party may propose a replacement provision that aligns with Event Vault's original intent and legal requirements. The process for proposing and implementing such replacements shall be agreed upon by both parties and documented accordingly.

GOVERNING LAW AND JURISDICTION

- **Resolution under Applicable Law:** If mandatory law stipulates a different jurisdiction than the court in The Hague, disputes shall follow the provisions of such law. Both Event Vault and the Customer agree to adhere to the jurisdiction outlined by the applicable law.
- **Language of Proceedings:** Legal proceedings arising from this agreement will be conducted in either Dutch or English, as mutually agreed upon. This ensures clear communication and understanding during dispute resolution, particularly in cases involving multilingual parties.
- **Exclusive Dutch Law Application:** Dutch law governs this agreement and any disputes arising from it, providing a consistent legal framework for Event Vault and its customers.
- **Jurisdiction of Local Courts:** The competent court in The Hague has exclusive jurisdiction over disputes unless mandatory law dictates otherwise. This clarity ensures efficient resolution under Dutch law, promoting effective legal recourse for both parties.

ANNEX 1 - DATA PROCESSING TERMS

- **Subject Matter and Duration:** Event Vault processes personal data on behalf of the Customer to provide the Services, for the duration of the agreement and until the data has been deleted or returned under this Annex.

- **Nature and Purpose:** Hosting, storing and displaying event data in the event apps, the console, the guest portal and published programmes; registration, ticketing, check-in and badge printing; sending event emails and push notifications; attendee interaction such as the feed, chat, Q&A, polls and meetings; analytics for the Customer; and importing from or synchronising with systems the Customer connects.
- **Data Subjects:** Attendees, guests and ticket buyers; speakers, chairs and moderators; sponsor and exhibitor contacts; and the Customer's own staff and console users.
- **Personal Data:** Names, email addresses, phone numbers, job titles, organisations, countries, profile photos and biographies; registration, ticket, check-in and attendance data; content attendees create, such as posts, chat messages, questions, votes and the contacts they collect; device tokens and app usage data; and, where the Customer uses speaker logistics, travel and accommodation details and, with the speaker's consent, passport details. The Customer does not use the Services for special categories of personal data unless agreed in writing.
- **Instructions:** Event Vault processes the personal data only on the Customer's documented instructions, which include this agreement and the settings the Customer chooses in the console. Event Vault informs the Customer if it believes an instruction infringes the GDPR.
- **Sub-processors:** The Customer gives general authorisation for the sub-processors below. Event Vault informs the Customer of an intended change at least 30 days in advance. The Customer may object on reasonable grounds and, if no solution is found, terminate the affected Services.
    - Google Cloud and Firebase (Google): hosting, database, file storage, server functions, sign-in, push notifications, app analytics and crash reporting. The database and files are stored in the EU (Belgium and the Netherlands). Sign-in accounts are processed in the United States by Firebase Authentication; push notifications and crash reports are processed globally.
    - Postmark (ActiveCampaign, United States): sending transactional email.
    - Cloudflare (United States, global network): website hosting, storing and delivering published programme data, and image delivery.
- **Not Sub-processors:** For ticket sales the Customer contracts with Stripe directly through Stripe Connect, and the platforms the Customer connects, such as a registration system or CRM, are the Customer's own processors. Event Vault exchanges data with them on the Customer's instruction.
- **International Transfers:** Where a sub-processor processes personal data outside the European Economic Area, the transfer relies on the EU-US Data Privacy Framework where the provider is certified under it, and otherwise on the European Commission's Standard Contractual Clauses.
- **Security:** Event Vault takes appropriate technical and organisational measures, including encryption in transit and at rest, role-based access for the Customer's team, access to personal data only for staff who need it, and backups. Its personnel are bound to confidentiality.
- **Assistance:** Taking into account the nature of the processing, Event Vault assists the Customer with data subject requests, security, personal data breaches, data protection impact assessments and prior consultation (articles 32 to 36 GDPR). Assistance beyond normal use of the console may be charged at the agreed rates.
- **Personal Data Breaches:** Event Vault notifies the Customer without undue delay, and in any case within 48 hours of becoming aware of a breach, with the information then available.
- **Audits:** Event Vault makes available the information needed to demonstrate compliance with article 28 GDPR, and allows an audit by the Customer or an independent auditor it appoints, on 30 days' notice and at most once a year unless a breach gives reason for one. Audits are at the

Customer's cost. The certifications of Event Vault's sub-processors may be relied on where relevant.

- **End of Processing:** Within 30 days after the agreement ends, Event Vault deletes or returns the personal data as the Customer instructs, unless the law requires it to be kept. Copies in backups are deleted as the backup cycle runs.