Terms and Conditions

Effective 1 July 2024

This is a translation of "Algemene Voorwaarden" (effective 1 July 2024). Only that version is legally binding and prevails if they differ.

The provisions in this document contain the rules and obligations relating to the provision of services through our website (the **Service(s)**). By using the Services, you indicate that you have read, understood and agree to these terms and conditions. If you do not agree with any of these terms or with future changes, do not use our Services or the Hipsy website at www.hipsy.nl (the **Website**).

Please read these Terms and Conditions carefully to make sure you understand every provision, and to acknowledge and agree that Hipsy is not a party to agreements concluded between buyers and sellers of tickets on our Website. Hipsy has no control over the conduct of buyers and sellers and disclaims all liability in this respect.

1. Definitions

1. **Services** means the services offered by Hipsy through the Website that relate to facilitating the sale of tickets for events by Organisers to Buyers through the Website.
2. **User** means both Buyers and Organisers under these Terms and Conditions.
3. **Hipsy** means the platform owned by Gruter Development, a company established in the Netherlands under Chamber of Commerce (KvK) number 67958389, registered at Laan van Vollenhove 925, 3706EE, Zeist, which offers the Services under these Terms and Conditions.
4. **Order Amount** means the total of the ticket price, the service fee and the transaction fee to be paid by the Buyer.
5. **Organiser** is the party that offers the tickets for sale to Buyers through the Website.
6. **Agreement** means the legally binding agreement between Hipsy and the User that is concluded when the User creates an account on the Website and accepts these Terms and Conditions.
7. **Balance** means the amount that Hipsy is to pay out to the Organiser.
8. **Revenue** means an Organiser's income from ticket sales, including the service fees and the transaction fees.
9. **Website** means our website at www.hipsy.nl, where the Services are advertised.

2. General Provisions

1. These Terms and Conditions apply to the relationship between Hipsy and every User of the Website.

2. Hipsy is a platform where a Buyer can buy tickets for events offered by Organisers.
3. Any general terms and conditions used by a User are expressly rejected for the relationship between Hipsy and the User.
4. When Buyers buy a ticket from an Organiser, they enter into a contract directly with the Organiser. Hipsy is not a party to this contractual relationship between Buyers and Organisers.
5. Nothing in these Terms and Conditions suggests that Hipsy owns, (re)sells, transfers, manages, offers or delivers any tickets offered by an Organiser. Organisers are responsible for their own offering.
6. By registering details on our website, or by using the Services provided by Hipsy, the User agrees to be bound by these Terms and Conditions. If the User does not accept all of these Terms and Conditions, the User must not use or access the Website and/or our Services.
7. By registering as a User on the Website, the User warrants and represents that they (a) can enter into legally binding contracts and (b) agree to these Terms and Conditions.
8. These Terms and Conditions, together with all amendments, all documents referred to, and all other legal notices and agreements published by Hipsy through the Services, form the entire legal agreement between the Customer and Hipsy regarding the Services.
9. If one or more provisions of these Terms and Conditions are found to be wholly or partly void, the other provisions remain in force. Hipsy will draw up new provisions to replace the void provisions, taking careful account of the scope of the original provisions.
10. Hipsy may change these Terms and Conditions unilaterally. The amended Terms and Conditions apply immediately to new Users and 30 days after notice to existing Users.
11. The use of the Services is also subject to our Privacy Policy, which applies to the personal data of both Buyers and Organisers.

3. Registration and Use of the Services

1. The User must register on the Website to create an account (the "**Account**") to access the Services on the Website.
2. The User must provide accurate, truthful, complete and up-to-date information when registering on the Website.
3. Users can deactivate their Account at any time by following the instructions on the Website.
4. The User must keep the login details of the Account secret and must not pass them on to third parties. Hipsy will never ask Users to disclose these details. If Users are asked for their login details by third parties, they must never provide them and must inform Hipsy immediately. If a User notices that an Account is being used by an unauthorised third party, the User must report this to Hipsy immediately and change the password.
5. If a User suspects that another User has provided false information, the User must inform Hipsy immediately.
6. Hipsy has the right to restrict your activity on the Website or to refuse your registration on our Website without prior notice for any reason, and in any case after a breach of these Terms and Conditions.

7. The User hereby agrees that if Hipsy reasonably suspects that the User has provided false information, Hipsy may carry out identity checks on the User. In that case, Buyers must send Hipsy proof of identity without delay, and Organisers must send supporting documentation showing that the Organiser is a legitimate business.
8. Hipsy will use commercially reasonable efforts to ensure that the offering uploaded by Organisers to the Website is as true and accurate a representation of the tickets and events as possible.
9. Buyers acknowledge that Organisers, and not Hipsy, are solely responsible and liable for the accuracy of the content they upload to the Website.
10. The Organiser has the option to publish an event on the Website themselves. However, Hipsy reserves the right to block or remove any published event without giving reasons or notice.
11. The User will not, directly or indirectly:
    a. Breach these Terms and Conditions;
    b. Monitor content on the Website using robots, spiders or other automated tools;
    c. Use the Website and the Services on the Website for any purpose other than buying and/or selling tickets for events;
    d. Post material on the Website that breaches applicable criminal or other laws, or encourages such breaches;
    e. Use the Website in a way that may endanger any computer system or network, including by using a virus;
    f. Post or send information that is in any way false, fraudulent or misleading, or perform an act that may be regarded as "phishing" (primary, secondary or otherwise) or that may give rise to criminal or civil liability; or
    g. Post unlawful, threatening, abusive, defamatory, obscene, vulgar, indecent, inflammatory, sexually explicit, pornographic or profane material.

4. Posting Events

1. Organisers offering events on Hipsy must ensure that these events comply with Hipsy's "Policy Guidelines for Events". These guidelines are intended to safeguard the safety, legality and integrity of the events posted. The policy guidelines can be found at the following link: https://hipsy.nl/help-center/page/beleidsrichtlijnen-voor-evenementen.
2. If a posted event does not comply with the "Policy Guidelines for Events", Hipsy reserves the right to remove such events without prior notice. Hipsy is not liable for any damage or loss resulting from the removal of events that breach the policy guidelines.

5. Closing an Account

1. Hipsy reserves the right to suspend, restrict or terminate the User's access to any or all Services with immediate effect for any reason, including but not limited to:
    a. Hipsy reasonably believes it must do so to protect its reputation;

b. Hipsy is required to do so under applicable laws or regulations, or by a court or other authority to which we are subject in any jurisdiction;
c. Hipsy reasonably suspects that the User is acting in breach of these Terms and Conditions;
d. Hipsy is concerned about the security of the Account or that the Services are being used in a fraudulent or unauthorised manner;
e. An Organiser or Buyer tries to bypass Hipsy and makes or wants to make a purchase directly, outside Hipsy;
f. An Organiser or Buyer has informed Hipsy of unreasonable behaviour by the User towards the Organiser or Buyer; or
g. Hipsy suspects or has evidence that the User is using a false identity.

2. If the User decides to end the relationship with Hipsy, the User can deactivate the Account by following the relevant instructions.

6. Buying Tickets

1. When a Buyer buys a ticket from an Organiser through the Hipsy platform, the Buyer is bound by this purchase. Once a ticket has been bought, the purchase cannot be changed unless the Organiser expressly allows it.
2. A purchase of a ticket from an Organiser may be subject to any general terms and conditions used by the Organiser. The Organiser must communicate such additional terms clearly to the Buyer before the ticket is bought.
3. The Organiser expressly allows Hipsy to process the Buyer's payment to Hipsy. However, it is the Organiser's responsibility to inform (potential) Buyers sufficiently and clearly about Hipsy's role and that Hipsy will at no time be part of the contractual relationship between the Buyer and the Organiser.
4. The Buyer is responsible for paying the full amount through the Hipsy platform to buy a ticket. If a digital payment is not successful, the ticket is not bought by the Buyer and the purchase is not reported to the Organiser.
5. The Order Amount payable by the Buyer consists of the ticket price, service fee and transaction fee.
6. Hipsy reserves the right to change the rates for the service fee and transaction fee at any time. Hipsy will inform the Organiser in good time before the new rates take effect.
7. The Organiser can also choose to pay the service fee themselves, which means it is deducted from the Order Amount before the Buyer pays.
8. The amount paid by the Buyer will, after deduction of Hipsy's applicable fee, be transferred to a (bank) account specified by the Organiser.
9. All prices and rates shown on the Website include VAT. Typing errors and price changes excepted.
10. The purchase of a ticket comes with a payment obligation for the Buyer. In the event of a chargeback by the Buyer or their payment provider, the payment obligation remains in full, and the Buyer is also liable for all additional damage, including but not limited to legal costs, collection costs and statutory interest.

11. We will send the Buyer an order confirmation of the purchase. If the Buyer wants a VAT invoice, the Buyer can request one from the organiser. The Organiser can create an invoice in the Dashboard and send it to the Buyer.
12. If a Buyer has questions about an Organiser's offering, the Buyer must contact the Organiser directly. The Organiser must handle all questions and complaints independently and reasonably. If the Organiser fails to do so, Hipsy can be called in as an intermediary. However, Hipsy is not responsible or liable in any way for handling questions and complaints, as these are part of the contractual relationship between Buyer and Organiser.

7. Delivery of Tickets

1. After a successful purchase, as described in article 5 of these Terms and Conditions, a purchase agreement is concluded between the Buyer and the Organiser, with Hipsy acting as intermediary.
2. A ticket is delivered electronically (by email), together with the order confirmation. This email will be sent to the Buyer without delay after the purchase.
3. If the email referred to in article 6.2 has not (properly) reached the Buyer for any reason, the Buyer can contact Hipsy at info@hipsy.nl. Hipsy will then ensure that the ticket still reaches the Buyer, in accordance with standards of reasonableness and fairness.

8. Cancellation

1. In accordance with article 6:230p(e) of the Dutch Civil Code, the right of withdrawal and the statutory cooling-off period for distance purchases do not apply to purchases of tickets for events on a specific date or in a specific period. Accordingly, tickets are ordered with a payment obligation and the Buyer agrees that the right of withdrawal and the statutory cooling-off period do not apply.
2. If an event is cancelled, the Organiser of the event sets the cancellation policy. Any cancellations must be settled between the Buyer and the Organiser.

9. Payouts to and Refunds by the Organiser

1. Payouts to the Organiser can only be made once the Organiser has provided complete and accurate details.
2. The Organiser can set a VAT rate per event.
3. A refund of the Order Amount (or part of it) to the Buyer can only take place with the cooperation and express instruction of the Organiser.
4. The Order Amount paid by the Buyer includes service fees and transaction fees. A refund by the Organiser is a refund of the Order Amount without the service fees and transaction fees.
5. If the Organiser refunds an Order Amount including the service fees and transaction fees to the Buyer, the Organiser must pay these service fees and transaction fees to Hipsy.
6. Hipsy processes the refund within 7 days after the Organiser has requested it.

7. Hipsy can only refund amounts to Users if the Organiser's Balance is sufficient.
8. After the event has ended, the Organiser can request payout of the Revenue of the event, less the service fees and transaction fees. The payout is made within 7 days of the request.
9. The Organiser can also request an interim payout before the event has ended. This can be at most 90% of the event revenue.
10. In the event of chargebacks by the Buyer, Hipsy will charge the additional costs to the Organiser. As a result, the Organiser's Balance may become negative. Negative Balances must be topped up by the Organiser within 14 days. If the Organiser fails to do so in time, Hipsy may charge collection costs and statutory interest on the outstanding amount.
11. If a chargeback takes place after a ticket has been released to the Buyer, the Organiser is responsible for invalidating that ticket.
12. If Hipsy, at its own discretion, reasonably suspects that the Organiser cannot pay any chargebacks and/or refunds to Hipsy, Hipsy has the right to withhold payout of the Balance indefinitely.
13. As an Organiser, you can view the orders of Buyers.

10. Invoicing

1. The Organiser is responsible for invoicing its Buyers. Hipsy provides tools the Organiser can use to create invoices in the Organiser's name.
2. The Organiser's Revenue consists of the entire Order Amount. The Order Amount consists of the ticket price, service fees and transaction fees.
3. The organiser is in all circumstances responsible and liable for correctly paying the VAT due on its Revenue.
4. After an event has ended, Hipsy sends the Organiser an invoice specifying the service and transaction fees. This invoice has already been settled and does not need to be paid, because the fees were deducted when the Revenue was paid out to the Organiser.
5. Hipsy charges 21% VAT on its service and transaction fees. The service and transaction fees in the Order Amount include VAT.
6. If the Organiser is established abroad and is a business entity, Hipsy reverse-charges the VAT to the Organiser (in accordance with article 12 of the Dutch VAT Act 1968). In that case, the service and transaction fees withheld exclude VAT.
7. An Organiser is only treated as a business entity if it has provided a valid VAT identification number.
8. If the event does not take place in the Netherlands and the Organiser is not a business entity, Hipsy will pay VAT on its service and transaction fees in the country where the event takes place. The VAT rate of that country is then applied to the service and transaction fees.

11. Reviews

1. The Organiser can enable reviews per event. If reviews are enabled, Hipsy invites participants of the event by email to write a review of the event.

2. Written reviews are shown on the Website on the Organiser's profile and with the Organiser's future events.
3. The Organiser can respond to each review. This response is also shown on the website below the review.
4. The Organiser cannot change or delete reviews. Hipsy will not delete or change reviews at the Organiser's request either.
5. The User who wrote a review can ask Hipsy to change or delete the review. Hipsy will always grant this request.
6. The Organiser can switch off reviews entirely. All reviews previously written about the Organiser are then hidden on the website, and invitations to write reviews for future events are no longer sent.

12. Liability, Indemnity and Force Majeure

1. Hipsy is not in default in the event of force majeure. In these Terms and Conditions, force majeure means any circumstance beyond Hipsy's control that permanently or temporarily prevents performance of the Agreement, as well as, insofar as not already included, war, danger of war, civil war, riot, strikes, transport difficulties, natural disasters, an epidemic or pandemic, computer failures, power cuts, illness of staff and all external causes, foreseen or unforeseen, over which Hipsy has no influence.
2. Hipsy does not guarantee the continuous and uninterrupted availability and/or accessibility of the Website. Hipsy reserves the right to restrict the availability of the Website or parts of it if this is necessary because of capacity limits, security or maintenance of the Website. Hipsy may improve and change the website and introduce new features from time to time. Where possible, maintenance is carried out at a time when it affects the User's use the least.
3. Hipsy is not liable for any damage caused by the performance of a contract between the Buyer and the Organiser, except in the case of intent or deliberate recklessness on Hipsy's part, as demonstrated by the User(s). If an Organiser does not sufficiently honour its commitments regarding an event or ticket, the Buyer must hold the Organiser liable, not Hipsy. Buyers cannot claim a refund from Hipsy.
4. To the extent permitted by applicable law, Hipsy is in no event liable for lost profits or indirect, consequential, special, incidental or punitive damages arising from, based on or resulting from the Website, your use of the Website, and/or a transaction between an Organiser and a Buyer.
5. The User indemnifies Hipsy against all claims by third parties for compensation of damage. If Hipsy is held liable by a third party in connection with its relationship with the User, the User must pay Hipsy all related costs and must take on responsibility for the liability directly.
6. The User is liable for all damage Hipsy suffers as a result of a failure attributable to the User in fulfilling the obligations arising from these Terms and Conditions.
7. Hipsy offers the Website and Services on an 'as is' and 'as available' basis. Any implied warranty of quality and fitness for a particular purpose is hereby excluded.
8. All transactions carried out through our Website are entirely at your own risk. To the extent permitted by applicable law, Hipsy excludes all liability for claims, demands, losses,

damage, costs and expenses arising from or in any way related to our Services and Website.

9. Organisers provide the information about their offering in good faith. Hipsy has no influence on the condition or nature of the offering and the tickets. The Buyer must undertake to use caution, common sense and safe trading practices when using the Website to buy tickets.

13. Intellectual Property

1. The User hereby indemnifies Hipsy against all claims for infringement of intellectual property rights committed by Hipsy as a result of materials provided by the User or uploaded by the User to the Website.
2. By uploading content to the Website, the User grants Hipsy a royalty-free, irrevocable, non-exclusive, sublicensable, worldwide licence to use this content on the Website, on Hipsy's social media, or for other marketing purposes or market research.
3. Unless otherwise agreed in writing, Hipsy retains all rights and powers relating to the intellectual property on the Website and all works it produces. Ownership of Hipsy's works such as texts, images, ideas, concepts, scripts, illustrations or (test) designs, etc. therefore remains entirely with Hipsy. The elements mentioned above that form part of the works produced by Hipsy may not be copied, reproduced or changed without Hipsy's written permission.
4. In general, Users are prohibited from using Hipsy's trademarks, logos, slogans and service marks for any purpose.

14. Privacy and Personal Data

1. Both the Organiser and Hipsy will comply with all applicable requirements of the General Data Protection Regulation (EU 2016/679) and any amendment or replacement of it in force from time to time (the "**GDPR**").
2. Under these Terms and Conditions, the Organiser is the "**Controller**" and Hipsy the "**Processor**" (where Controller and Processor have the meaning defined in the GDPR).
3. Due to the nature of the Services, Hipsy will have access to the personal data of Users. This Article 9 serves as a data processing agreement between the Organiser and Hipsy regarding the processing of this personal data by Hipsy.
4. Both Hipsy and the Organiser will at all times comply with the provisions of the GDPR and this Article 9. Hipsy will also follow the Organiser's reasonable instructions regarding the processing of personal data.
5. Hipsy has the right to engage sub-processors for the processing of Users' personal data. Hipsy will impose obligations regarding personal data on these sub-processors that are equal to Hipsy's obligations under these Terms and Conditions.
6. Hipsy ensures that appropriate technical and organisational measures are taken to protect against unauthorised or unlawful processing of personal data and against accidental loss, destruction of, or damage to personal data.

7. Hipsy will notify the Organiser without delay of a data breach involving personal data of Users. Hipsy will provide all reasonable information the Organiser needs to report the data breach.

15. Complaints Procedure

1. Complaints about the Services or a User must be reported to Hipsy, fully and clearly described, within a reasonable time after the User has discovered any defects.
2. The User must in any case give Hipsy two (2) weeks to resolve the complaint by mutual agreement.

16. Applicable Law

1. These Terms and Conditions are governed by and interpreted in accordance with Dutch law.
2. The court nearest to Hipsy's place of business stated above has jurisdiction (at first instance) over any dispute between Hipsy and the Customer, unless the law provides otherwise.
3. The parties will only go to court after they have made every effort to settle a dispute by mutual agreement.

17. Contact

1. Questions about these terms can be sent to info@hipsy.nl.