

C-TIX – Terms and Conditions



1. Definitions

- 1.1 C-TIX is a service of Cango Tickets B.V. hereafter called Cango Tickets, a limited liability company established under Dutch law having its statutory seat in Maarssen, the Netherlands.
- 1.2 Organizer – the organizer of an Event.
- 1.3 Customer – individual or company booking an Event using the C-TIX booking system.
- 1.4 Event – Activity organized by Customer using the C-TIX online booking system.
- 1.5 Booking – Booking of an Event by Customer using the C-TIX booking system.
- 1.6 Ticket – Ordered element by Customer using the C-TIX booking system. Usually a number chosen from a dropdown on a form that is multiplied by the set price of that Event.
- 1.7 E-Ticket – Proof of paid Booking sent by email to Customer and Organiser.
- 1.8 Fee – The remuneration agreed between C-TIX and Organizer for the services provided by C-TIX.
- 1.9 Revenue – Total amount transferred to C-TIX bank account by Customers using the C-TIX online booking system.
- 1.10 Extra services – Services not offered through the C-TIX website.

2. Applicable Terms and Conditions

By creating an account the Organizer confirms that these terms and conditions apply to all services performed by Cango Tickets unless determined differently between Cango Tickets and Organizer in writing.

3. Services performed by Cango Tickets

- 3.1. C-TIX is an online booking system enabling Organizers from Events to accept bookings and payments on their own website.
- 3.2 By signing up, Organizer is provided with his or her own account that enables Organizer to create and to manage one or more Events.
- 3.3 Organizer is able to track all bookings for Events that are booked using the online C-TIX booking system.
- 3.4 After booking and payment of the Event, Customer receives an automatically generated e-mail from C-TIX confirming their booking and payment. Organizers also receive an automatically generated e-mail from C-TIX confirming the booking and payment by Customer.
- 3.5 The automatically generated e-mails that are sent to Customer and Organizer contain a unique booking number enabling Organizer to verify the booking and payment at the Event.
- 3.6 Payments made by Customers are processed using a third-party payment service provider.
- 3.7 Revenues are transferred to Organizer's bank account minus the agreed Fee on the Wednesday of the next week after booking and payment by Customer.
- 3.8 If requested by Organizer, Cango Tickets can perform extra services for Organizer. The fees for these extra services will be agreed upon between Organizer and Cango Tickets.

4. Fee

4.1 C-TIX charges a service fee for every booking and payment made by Customer (4.2), hereinafter called "Fee".

4.2 The fee as published on the C-TIX website at the time of creating an Event includes VAT and applies to all the transactions relating to this Event unless agreed differently in writing between C-TIX and Organizer.

4.3 C-TIX charges one service fee per transaction irrespective of the number of tickets ordered by Customer.

4.4 C-TIX does not charge a fee for the transfer of Revenue to Organizer's bank account.

4.5 The Fee will be deducted from Organizer's Revenue upon transfer of the Revenue to Organizer's bank account.

4.6. For specific payment methods other than iDEAL, C-TIX may charge an extra surplus fee to the Customer (for instance an extra percentage for the use of the credit card method).

5. Pay-out

5.1 Revenue minus Fee will be transferred to Organizer's bank account on the Wednesday of the following week after booking the Event by Customer.

5.2 C-TIX will transfer the Revenues minus Fees to the bank account number known to C-TIX. C-TIX is not responsible for checking the accuracy of the bank account number.

6. Cancellation of Bookings and Events

6.1 C-TIX does not support the return of payments to Customers upon cancellation of an Event or Booking.

6.2 In the automatically generated e-mail sent to Customer after a Booking, Customer is informed that he/she needs to contact Organizer directly for information concerning the Booking.

6.3 C-TIX does not inform Customers of the cancellation terms or actual cancellation of an Event and does not return payments to Customers, unless agreed on between C-TIX and Organizer.

6.4 Fees incurred by Organizer are not refunded upon cancellation of an Event.

6.5 C-TIX and Organizer can agree on refund services upon cancellation of an Event. Organizer must contact C-TIX if he or she wants C-TIX to support with such refund services.

7. Fraud or misuse

7.1 Organizer guarantees that he or she is of age and that all data provided for the creation of an account is correct. C-TIX is not responsible for the verification of Organizer's data.

7.2 Organizer guarantees that the booking system is not used for the sale of illegal or immoral products or services and that it has the intention to let the Event(s) take place.

7.3 If, in contrary to the above, C-TIX is used for the sale of illegal or immoral products or services or if C-TIX has the suspicion that Organizer has no intent for the Event to actually take place, C-TIX has the right to block Organizer's account and to terminate all services.

7.4 The consideration of illegality or immorality of Events is determined by C-TIX. C-TIX does not engage in discussion with Organizer whether Events, products or services can be considered illegal or immoral.

7.5 C-TIX reserves the right to ask the Organizer for proof of legal personal identification, a copy of a bank statement, a copy of the Chamber of Commerce registration, a copy of a company's Articles of Association and a signed copy of these terms and conditions. Upon request, Organizer must provide copies of these documents to C-TIX. C-TIX has the right to delay the payout to the Organizer according to section 5 of these terms and conditions, until the correct and legal documents mentioned in this clause are provided to and verified by C-TIX. Verification of the documents may take no longer than 7 days.

8. Limited liability

8.1 C-TIX and Cango Tickets BV shall only be liable for loss or damages caused directly and reasonably foreseeable by its own breach of this Agreement. Cango Tickets's liability is in such case limited to an amount equal to the Fees incurred by Organizer.

8.2 For performing its services, C-TIX uses third-party service providers such as payment service providers and providers of internet services. Cango Tickets will do everything in its power to recover damages as a result of the malfunctioning of any of these service providers or its tools. Cango Tickets will however not be liable for any damages resulting from these malfunctionings.

9. Final provisions

9.1 Cango Tickets has the right to change these general terms and conditions at any time. Cango Tickets will inform Organizer of these changes. If Organizer does not object to these changes within two weeks after receipt, the changed terms and conditions will apply to the services provided to Organizer.

9.2 If any provision of these terms and conditions is, for any reason, invalid and/or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law. Cango Tickets and Organizer agree to replace an invalid and/or unenforceable provision with a valid and/or enforceable provision which most closely approximates the intent and economic effect of the invalid and/or unenforceable provision. This also applies to contractual loopholes.

9.3 The place of performance and the place of jurisdiction is Maarsse.

9.4 These terms and conditions as well as the contractual relationship between Cango Tickets and Organizer are governed by Dutch Law.

WE HOPE YOU ENJOY USING C-TIX!

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