

## GENERAL TERMS AND CONDITIONS FOR RE-TICKET.COM B.V. (1 June 2009)

### Article 1: General, applicability of terms and conditions

- 1.2 These general terms and conditions shall apply to all agreements (that have been) entered into with Re-ticket.com C.V., hereinafter referred to as "Re-ticket.com". The following details apply for Re-ticket.com:

Re-ticket.com C.V.  
Van Eeghenstraat 33k  
1071 ET Amsterdam  
The Netherlands  
info@re-ticket.com  
Amsterdam chamber of commerce: 34323259  
VAT number: NL0028583776

- 1.3 The activities undertaken by Re-ticket.com include making advertising space available on its website for transferable tickets of different types, such as, but not limited to, plane tickets, as well as the collection of taxes and duties paid to the airline by the Client when purchasing plane tickets where these plane tickets are not used.
- 1.4 A Client shall be understood to mean: any natural person and/or legal entity that has entered into an agreement with Re-ticket.com or which has issued an instruction to it, its representative(s), authorised representative(s), successor(s) in title and/or heir(s).
- 1.5 An agreement shall be understood to include – but not be limited to:  
a) the agreement between the Client and Re-ticket.com, which agreement shall serve to achieve the availability of advertising space for tickets belonging to the Client on the Re-ticket.com website. Re-ticket.com itself shall not be a party to the purchase agreement in respect of the ticket.  
b) the instruction from the Client to Re-ticket.com to collect a claim consisting of taxes that the Client has unduly paid to an airline in relation to plane tickets.
- 1.6 These terms and conditions shall apply to the exclusion of any other conditions whatsoever. Terms and conditions to the contrary shall only form part of the agreements entered into with Re-ticket.com if and insofar as agreed on explicitly in writing.
- 1.7 Re-ticket.com shall be entitled to make amendments to these general terms and conditions.
- 1.8 Where one or more provisions of these general terms and conditions are not valid and/or non-binding, the remaining terms and conditions shall remain in full force.

- 1.9 Insofar as Re-ticket.com makes use of intermediaries and/or other third parties when implementing agreements, these terms and conditions shall also be stipulated in relation to these intermediaries and/or third parties.

## **Article 2: Agreements**

- 2.1. All offers made by Re-ticket.com, in whatever form the said offers have been made, shall be free of obligation and shall only apply as invitations to enter into agreements, except where Re-ticket.com explicitly states otherwise.
- 2.2. An agreement shall only be concluded and shall only become binding for Re-ticket.com if and insofar as Re-ticket.com has confirmed the agreement to the Client by means of an e-mail or otherwise in writing, or where Re-ticket.com has already implemented the agreement.
- 2.3. It shall never be possible to oblige Re-ticket.com to place advertising for the Client or to accept a collection instruction and/or any other agreement. Re-ticket.com shall be entitled to decide not to enter into an agreement, but to refuse to do so, without any obligation to provide reasons for its refusal. In this situation, Re-ticket.com shall communicate this as soon as possible.
- 2.4. By entering into an agreement with Re-ticket.com, the Client is declaring that he/she is authorised to enter into the agreement or issue the instruction.
- 2.5.** By entering into an agreement with Re-ticket.com (for example, an agreement relating to the collection by Re-ticket.com of a claim that the Client has against a debtor), the Client authorises Re-ticket.com to carry out the (collection) actions necessary and/or useful in the opinion of Re-ticket.com, in the name of the Client, or in its own name.
- 2.6.** Only after the seller has accepted the (highest) bid, there is an agreement between seller and buyer. So even if an auction has ended, this doesn't mean that there is an agreement yet.

## **Article 3: Data and information from the Client / fraud**

- 3.1 The Client shall be obliged to make available to Re-ticket.com all data or information required by Re-ticket.com for implementation of the agreement and shall do so on first demand. The data and information provided shall be complete and correct; the Client shall guarantee this. The Client shall also render its full cooperation and, by doing this, ensure the successful settlement of the claim against the debtor.
- 3.2 The deliberate provision of incorrect and false data or information, as well as fraud, in any manner whatsoever, shall be reported.
- 3.3 The Client shall indemnify Re-ticket.com against all claims from third parties arising as a result of incorrect communications by the Client and incorrect

data/information provided by the Client and/or fraudulent acts committed by the Client.

#### **Article 4: Prices**

- 4.1. All prices charged by Re-ticket.com shall have been expressed in Euros and shall be inclusive of turnover tax (BTW/VAT), all this except where indicated explicitly otherwise in writing.
- 4.2. Re-ticket.com shall be entitled to charge the debtor for (extra) judicial (collection) costs and (default) interest, which costs shall benefit the Client exclusively when paid by the debtor.

#### **Article 5: Payment and funds received**

- 5.1. Payment (where applicable) may be effected in (one of) the manner(s) indicated during the entry or application process. Payment (where applicable) shall be effected when entering into the agreement or immediately afterwards. Re-ticket.com shall not commence its activities before payment (where applicable) has been received.
- 5.2. Re-ticket.com shall only implement a collection instruction where the fee due from the Client has been paid in full.
- 5.3. Re-ticket.com shall be entitled to suspend or dissolve (performance of) the agreement and related agreements where the Client defaults in any payment.
- 5.4. Payments made to Re-ticket.com by the debtor or directly to the Client shall be regarded as a collection result and shall first be applied to settle (extra)judicial collection costs and administration costs and shall accrue directly to Re-ticket.com.
- 5.5. Re-ticket.com shall be notified immediately of payments made directly to the Client by the debtor, to be calculated from the date on which the agreement commences.
- 5.6. Re-ticket.com shall pay the Client the amounts destined for the Client in the context of the purchase or sale of tickets, in accordance with the agreement, and shall do so 7 days after the actual departure date, in accordance with the agreement and with due observance of the provisions of the previous paragraphs.
- 5.7. Where Re-ticket.com fails to successfully complete its collection instruction, regardless of the reason for this failure, Re-ticket.com shall refund the fee paid by the Client, except where the collection was unsuccessful where information provided by the Client was false, incorrect or incomplete.

#### **Article 6: Deadlines**

- 6.1. Any deadlines specified by Re-ticket.com for (performance of) the agreement shall not be strict deadlines for Re-ticket.com, but shall only be approximate

deadlines.

- 6.2. Re-ticket.com shall not undertake to provide any guarantee whatsoever in respect of the deadlines agreed on. Late performance of the agreement by Re-ticket.com shall not give the Client any right to compensation, to dissolve the agreement, suspend or fail to fulfil any obligation arising for the Client in relation to Re-ticket.com. However, where the deadline is exceeded to such an extent that the Client cannot reasonably be expected to maintain the agreement, the Client shall be entitled to dissolve the agreement.

#### **Article 7: File access**

- 7.1 The Client shall be entitled to require access to its file from Re-ticket.com at any time. This file access shall be understood to mean:
- Access to the data and documents provided by the Client
  - Access to the correspondence sent to the debtor by Re-ticket.com.
- 7.2 The Client shall be able to exercise its right to access its file via the Re-ticket.com website and this access shall be free.

#### **Article 8: Liability**

- 8.1. Re-ticket.com shall only make advertising space for tickets available to the Client. Re-ticket.com shall not be one of the parties in the purchase agreement between the Client and the buyer of the ticket. Re-ticket.com shall never be liable for compliance with the obligations arising for parties from the purchase agreement entered into between them, such as, but not limited to, payment of the purchase price and delivery of the ticket.
- 8.2. If and insofar as Re-ticket.com were to fail imputably in its fulfilment of an obligation in relation to the Client, Re-ticket.com shall never be liable for any indirect loss sustained or still to be sustained by the Client as a result. Indirect loss shall be understood to include consequential loss, immaterial damage, trading loss, loss of orders and loss of profits.
- 8.3. The liability arising for Re-ticket.com shall only extend to direct loss and shall never exceed the amount (including BTW) that Re-ticket.com has charged or would charge the Client in accordance with the agreement.
- 8.4. The provisions of the previous paragraphs shall not affect any liability arising for Re-ticket.com under mandatory provisions.

#### **Article 9: Personal data**

- 9.1 Re-ticket.com will process personal data relating to the Client in the context of its performance of the agreement. Re-ticket.com shall comply with the provisions of privacy legislation, including the Personal Data Protection Act [*Wet Bescherming Persoonsgegevens*].

- 9.2 Re-ticket.com shall be able to collect and analyse information about the use of its Internet site, including the domain name, the number of hits, the pages visited, the Internet sites visited before and afterwards and the length of the user session. Re-ticket.com shall use cookies to do this. You may opt whether or not to use cookies by changing the settings for your browser.
- 9.3 Re-ticket.com shall not pass on any data to third parties that would jeopardise your privacy.
- 9.4 When requested to do so by you, Re-ticket.com shall remove your data from the database. You shall also be able to amend (or arrange for the amendment of) or change (or arrange for changes to be made to) your data via [www.re-ticket.com](http://www.re-ticket.com).

#### **Article 10: Applicable law and disputes**

- 10.1 All agreements entered into with Re-ticket.com shall be governed by Dutch law, which law shall be supplemented or, where not opposed by mandatory provisions, deviated from by these terms and conditions.
- 10.2 Any disputes with Re-ticket.com shall be submitted to the competent court in Amsterdam.