1. **Scope of application**

1.1 These Special Terms and Conditions of the Ticketing Service apply without restriction or reservation to all services related to the ticketing service that Infomaniak Entertainment SA (hereinafter referred to as "Infomaniak Entertainment"), a company under Swiss law based in Geneva, offers to any natural person or legal entity under private or public law (hereinafter referred to as the "Customer") who has a customer account with Infomaniak Networks SA (hereinafter referred to as "Infomaniak").

1.2 The ticketing service may only be used in accordance with Infomaniak's General Terms and Conditions of Use (hereinafter referred to as the "GTCUs").

1.3 These Special Terms and Conditions shall take precedence over the GTCUs should these documents contradict one another.

1.4 The contractual relationship between the Customer and ticket buyers (hereinafter referred to as the "buyers") is not governed by this contract.

1.5 By accepting these Special Terms and Conditions, Infomaniak Entertainment is authorised to issue, produce and exchange tickets (hereinafter referred to as "tickets") for the Customer’s events (hereinafter referred to as "event(s)").

2. **Description and scope of the service**

2.1 Infomaniak Entertainment shall provide the Customer with software for managing and selling tickets online (hereinafter referred to as "software"). This software allows the Customer to autonomously define the sale of its events in the framework provided by these Special Terms and Conditions. The Customer can also view the sales report in real time.

2.2 Tickets are sold to the buyers through the online software, which also allows the management of physical points of sale and sales that the Customer makes directly at the event venue.

2.3 A ticket is a physical item that grants right of entry to an event. It allows buyers to come to the event venue to benefit from the service that the Customer is offering.

2.4 The ticketing software enables online ticket sales from its own technical interfaces and internet servers. The Customer is responsible for integrating the ticket ordering module on a third-party site. The Customer shall expressly allow Infomaniak Entertainment to integrate the ordering module into Infomaniak’s public ticketing portal.

2.5 The Parties agree that the rights and obligations arising from the ticket sales contract are exclusively between the buyers and the Customer.
2.6 The Customer shall clearly and unequivocally inform the buyers that a contractual relationship is not being concluded with the buyers and Infomaniak Entertainment or Infomaniak.

2.7 The Customer shall provide a guaranteed quota of tickets. The Customer undertakes not to make a number of tickets greater than these events’ actual capacity available.

3. The Customer’s obligations for putting events up for sale

3.1 The Customer’s events marketed using the ticketing service shall be held exclusively in Switzerland or France.

3.2 The Customer shall endeavour not to present events in a manner that is likely to mislead the buyers (misleading advertising) or to make false claims, indications and presentations (false advertising).

3.3 The Customer undertakes to organise events that are not of a political, ideologically critical or immoral nature, or that could be interpreted as a threat to public order or health.

3.4 Infomaniak Entertainment shall be entitled to terminate or block the ticketing service if it considers an event to be contrary to the aforementioned paragraphs.

3.5 The Customer shall enter the data required for marketing using the ticketing service themselves. The Customer is responsible for all entries made on the ticketing service, particularly with regard to the event name, photos and advertising texts.

4. Ticket prices

4.1 The ticket’s gross sale price (the price that buyers have to pay for an event) is determined solely by the Customer. The gross sales price includes the sales costs and ticketing service usage fees that the Customer has to pay to Infomaniak Entertainment.

5. Rights

5.1 The Customer undertakes to comply with legislation concerning copyright, third parties’ rights, personality rights, licensing rights, patent rights, trademark rights and broadcasting rights for each event sold using the ticketing service.

5.2 The Customer undertakes to hold Infomaniak Entertainment and Infomaniak harmless against all third-party rights, such as claims for damages and interest incurred despite the proper use of the rights of use granted. Additionally, the Customer undertakes to refund Infomaniak Entertainment and Infomaniak in full for any direct or indirect costs (particularly legal costs, costs of proceedings and lawyer’s fees) related to defence against such claims.
5.3 The Customer shall grant Infomaniak Entertainment global rights of use for all of the Customer’s intellectual property rights and the events that the Customer is selling through the ticketing service, particularly logos, brands and design concepts, as well as the various image media related to the event; the sole purpose of this is to promote the Customer’s event on Infomaniak’s advertising media and publications (e.g. on the ticketing portal, posters, advertisements in print media for the event in question). Granting of such rights shall also include a potential right to process the material to adapt it to the respective form of use (e.g. cutting it or limiting it to a photo excerpt, etc.).

5.4 The Customer shall inform Infomaniak or Infomaniak Entertainment without delay and in writing if the free authorisation to use the rights of use related to an event is limited during the contract term.

6. Taxes and duties

6.1 Infomaniak Entertainment shall draw up a summary of the Customer’s events in accordance with the applicable legal provisions. The Customer is solely responsible for the summary of the events vis-à-vis offices and administrations (e.g. the tax office in charge of tickets, copyright, related rights, VAT, etc.).

6.2 The Customer shall hold Infomaniak Entertainment harmless against any conviction that may be found against it relating to failure to comply with the tax provisions in force associated with sales set up by the Customer for its buyers using the ticketing service.

7. Interruptions and updates

7.1 Infomaniak Entertainment reserves the right to modify the ticketing service to adapt it, so as to make changes that are intended to make improvements, particularly to improve ease of use, and content-related changes.

7.2 Except in the case of gross negligence attributable to Infomaniak Entertainment or Infomaniak, Infomaniak Entertainment and Infomaniak cannot be held liable for service interruptions.

8. Summarising and repaying ticket purchase receipts

8.1 Infomaniak Entertainment shall transfer the remuneration balance for the tickets to the Customer’s bank or post office account, subject to the article entitled ‘Termination’ for due cause or if there are reasonable doubts as to whether an event will run smoothly, e.g.: an event at significant risk of cancellation, an event that may be contrary to public order rules, etc.

8.2 Infomaniak Entertainment may demand that the Customer provide documents that prove the reality and seriousness of the event’s organisation, such as a rental contract, an official authorisation, an extract from the Commercial Register, proof of address for the person in charge, the Customer’s identity card, etc. Only Infomaniak Entertainment can assess whether the
transmission of such documents is sufficient to pay the sums in question. Infomaniak Entertainment also expressly reserves the right to contact one or more buyers to verify the Customer’s statements.

8.3 In cases where Infomaniak Entertainment has reasonable doubt about an event or about the Customer, Infomaniak Entertainment shall withhold the amounts collected pending smooth running of the event or pending refunds to the buyers.

8.4 The summary of tickets sold and the remuneration balance accruing to the Customer shall be transferred to the same, once all the costs and compensation under this contract have been deducted, on the first of every month within a maximum of seven working days based on the sales made during the previous month.

8.5 The Customer may request an advance payment on current collections from the Administration Console for a CHF 5.- bank transfer fee.

8.6 Taking interbank lead times that cannot be shortened and working days into account, the actual payment may take between one and three days. Additional time related to auditing and security operations shall be expected for the first payment.

8.7 The Customer is obligated to raise any objections to the payments made by Infomaniak Entertainment without delay, but at the latest within one month of receiving the first invoice.

8.8. Infomaniak Entertainment has an unlimited right of compensation vis-à-vis the Customer. The Customer is only entitled to claim compensation to the extent that the Customer’s rights have been established in an enforceable manner or to the extent that they have been acknowledged by Infomaniak Entertainment in writing.

Infomaniak Entertainment shall be unable to make any payments if the Customer’s bank details are blank, incomplete or incorrect.

9. Issuing tickets

9.1 Tickets sold using Infomaniak Entertainment’s sales software are made available to the buyers in the form of print@home tickets, mobile tickets or thermal tickets.

9.2 With the print@home process, buyers receive the purchased tickets as electronic PDF documents and can print them themselves on normal paper with a printer that is suitable for this process. print@home tickets may be sent to buyers’ home addresses at an additional cost to the buyers. To name but a few examples, the ticket features the order number and a unique identifier in the form of a barcode.

9.3 Mobile tickets are electronically transmitted tickets that are transferred to mobile terminals, which
buyers select from a range of models adapted as part of the ordering process. If the buyers select the "mobile ticket" shipping method as part of their order, they shall receive the tickets ordered electronically on the selected mobile terminal. Mobile tickets are not sent by post. Mobile tickets have a barcode. A corresponding print@home ticket can also be downloaded for each mobile ticket.

10. Ticket and access control

10.1 The Customer is solely responsible for ticket control and access control. Infomaniak Entertainment and Infomaniak have no obligations in this area.

10.2 Infomaniak Entertainment expressly recommends that the Customer check, identify and stamp print@home tickets and/or mobile tickets at the event venue using a suitable barcode reader so as to avoid any possible misuse (e.g.: presentation of multiple print-outs or a copy of a print@home ticket). The costs for implementing the appropriate control measures shall be borne by the Customer.

10.3 Infomaniak Entertainment shall offer an electronic access control solution adapted to print@home and/or mobile tickets by means of a free application available for Apple (iOS) and Android.

10.4 The Customer can rent or purchase (access control, printing, etc.) hardware from Infomaniak Entertainment on request.

10.5 With regard to the hardware purchased, the Customer shall be responsible for using the same properly; Infomaniak Entertainment’s liability shall be limited to the warranty offered by the manufacturers.

10.6 The hardware that the Customer rents from Infomaniak Entertainment remains the exclusive property of Infomaniak Entertainment. The Customer shall be liable for any loss of and/or damage to the rented hardware, as well as for the related costs, even if this is attributable to third-party negligence. The Customer shall be obligated to return the hardware rented from Infomaniak Entertainment at their own expense. Infomaniak Entertainment shall be expressly authorised to invoice the Customer at the current price for hardware that has not been returned within 30 days of the event.

11. Selling expenses

11.1 For each ticket sold using the ticketing service, the Customer shall owe Infomaniak Entertainment sales fees that are calculated directly in the ticket price and invoiced based on the ticket’s gross sales price according to the rates defined on the ticketing service rates page available at all times at www.infomaniak.com.

11.2 A sales report is produced for each event. The Customer can use the ticketing service to
access the sales report at any time.

12. Security deposit

12.1 Infomaniak Entertainment may, at any time, demand that the Customer deposit a bank guarantee, to ensure that the buyers are refunded the ticket prices and Infomaniak Entertainment is sent a refund for the ticket cancellation costs.

13. Procedure if the Customer goes bankrupt

13.1 The Customer is obligated to inform Infomaniak Entertainment without delay of potential forced bankruptcy implemented by the creditor or requested by the Customer, of a petition for bankruptcy, of voluntary liquidation (notification of over-indebtedness) and/or of institution of bankruptcy proceedings. 13.2 If the Customer is at risk of going bankrupt, Infomaniak Entertainment and Infomaniak are entitled to suspend ticket sales for all of the Customer’s events.

13.3 If an event is cancelled as a result of bankruptcy proceedings being instituted for the Customer, buyers may only assert their claims by applying to the competent Office of Legal Proceedings and Bankruptcies. The possibility of returning tickets to Infomaniak Entertainment against refund of the gross sales price is expressly excluded. Infomaniak Entertainment shall inform the ticket buyers accordingly.

13.4 If an event is cancelled due to the Customer going bankrupt, Infomaniak Entertainment is entitled to withhold all revenue already received from the sale of the respective tickets until it is no longer possible for credit institutions to charge back the ticket price. Remaining revenue from ticket sales shall be paid exclusively to the Office of Legal Proceedings and Bankruptcies or to the judicial representative in charge of asset liquidation. Infomaniak Entertainment expressly reserves the right to proceed with settling outstanding debts that the Customer owes.

14. Postponing or cancelling events

14.1 The Customer alone shall assume full responsibility for an event potentially being cancelled.

14.2 If an event is substantially modified, in the context of these Special Terms and Conditions and the legal regulations this shall be considered to be an event cancellation.

14.3 If an event is substantially modified (date, time, event venue or scheduling changed) while tickets were or still are on sale, the Customer shall inform the buyers and Infomaniak without delay.

14.4 The Customer shall cover both Infomaniak Entertainment and Infomaniak for any damage that the latter entities may suffer as a result of an event being changed or cancelled.
14.5 The Customer shall be responsible for reimbursing ticket buyers in the event that the former is unable to honour an event.

14.6 Infomaniak Entertainment shall be unable to help the Customer to refund a credit card transaction. If Infomaniak Entertainment can help, it shall be entitled to charge the Customer CHF 5.- per transaction refunded.

15. Liability and indemnification

15.1 Infomaniak or Infomaniak Entertainment cannot be held responsible for the following points:

The sale of a minimum number of tickets

The economic success of the Customer’s respective event

The accuracy of the event data and information transmitted by the Customer

The Customer or the buyers being unable to access the ticketing service due to difficulties related to the internet network or for any other reason that is beyond Infomaniak Entertainment’s or Infomaniak’s control

Incorrect ticketing service settings made by the Customer

15.2 The Customer shall hold Infomaniak harmless against all claims (particularly legal costs, costs of proceedings and lawyers’ fees, as well as possible claims for damages and interest) that buyers may assert against Infomaniak Entertainment or Infomaniak in the context of a ticket purchase and/or rights related to the Customer’s events (particularly the holding, the failing to hold or the running of an event) or the Customer violating data protection regulations.

16. Termination for due cause

16.1 This contract may be terminated without notice at any time for due cause that makes it impossible for the Party terminating the contract to continue with the contractual relationship. The following situations constitute due cause in particular:

A Party clearly going bankrupt

Bankruptcy or succession proceedings being instituted for one of the Parties

A contractual obligation contained in these Special Terms and Conditions or in the GTCUs being violated
16.2 In addition to the reasons mentioned above, the following situations also constitute due cause for Infomaniak Entertainment and Infomaniak:

Buyers complaining to Infomaniak regarding events organised by the Customer

The Customer making late payments for more than two months, or repeatedly making incomplete payments

The Customer organising events that Infomaniak Entertainment could consider to be politically and ideologically delicate or dangerous to public morals and public health.

Infomaniak Entertainment has the right to question the Customer’s financial strength

16.3 In the event of termination for due cause, the Party receiving the notice of termination shall refund the Party terminating the contract for all damages caused by the early termination.

17. Termination

17.1 The contract may be terminated at any time from the Infomaniak Administration Console, as long as all the events that the Customer has put up for sale have already taken place.

17.2 Termination of the contract may give rise to damages, particularly – but not limited to – damages for termination in the event of failure to comply with legal, fiscal, social or security obligations concerning the organisation of events, or damages in the event of third-party rights being violated, illegal content being disseminated and the provisions relating to refunding buyers being violated.

18. Contractual relationship between the Customer and the buyers

18.1 The Customer shall submit its own terms and conditions of sale to its buyers using the online ticketing software.

18.2 Should the clauses set down in the present Special Terms and Conditions contradict the sales contract concluded between the buyers and the Customer, only the terms and conditions set down in the present contract shall prevail.

19. Advertising

19.1 In the event that the Customer has also chosen to sell their tickets through their own marketing channels, the Customer undertakes particularly to highlight and mention Starmaniak and its logo in accordance with Infomaniak’s regulations on its advertising media and products for its events (e.g. leaflets, posters, advertisements, in radio ads, in TV spots, etc.).
20. Administrative authorisations

20.1 The Customer is solely responsible for the clearance procedures implemented with the competent authorities and the fire brigade for holding an event.

Amendment dated 22/01/2020