

Article 1 - Scope of application

1.1 Terms beginning with a capital letter have the meaning defined in this Contract, or, failing that, by the definition given in the Infomaniak Lexicon available on the Site.

1.2 The Special Conditions apply without restriction or reservation to the Ticketing Service (hereinafter referred to as "the Ticketing Service") offered by Infomaniak Entertainment SA (hereinafter referred to as "Infomaniak Entertainment"), a Swiss company based in Geneva, to any individual or legal entity under private or public law (hereinafter referred to as the "Customer"), having a Customer Account with Infomaniak Network SA (hereinafter referred to as "Infomaniak"). They complete but will prevail over the General Conditions of Use (hereafter referred to as "GCU") if a contradiction should appear between these documents.

1.3 In accordance with Infomaniak's GCUs and according to the terms set out therein, these Special Conditions may be modified in order to take into account any legal, jurisprudential or technical evolution.

1.4 The contractual relationship between the Customer and the purchasers of the tickets (hereinafter the "Purchasers") is not governed by the present Contract. The parties agree that the rights and obligations arising from the ticket sales contract are exclusively between the Purchasers and the Customer. To this end, the Customer informs the Purchaser clearly and unequivocally that no contractual relationship is concluded between the Purchaser and Infomaniak Entertainment or Infomaniak.

1.5 By accepting these conditions, the Customer authorises Infomaniak Entertainment to issue, manufacture and exchange tickets (hereinafter the "Tickets") for the Customer's events (hereinafter the "Event(s)").

Article 2 - Description and scope of the Service

2.1 Infomaniak provides the Customer with software for the management and sale of Tickets online (hereinafter the "Software"). This Software allows the Customer to autonomously define the sale of its Events within the framework provided by these conditions.

2.2 The online software allows the management of physical sales points, which are then collected directly by the Customer at the venue of the Event.

2.3 A ticket is the materialisation of a right of entry to an Event. It enables Purchasers to attend the Event to benefit from the service offered by the Customer.

2.4 It is up to the Customer to integrate the ticket ordering module on a third party site. The Customer expressly authorises Infomaniak Entertainment to integrate the order module, for the Event(s) concerned, on the Infomaniak public ticketing portal.

Article 3 – Customer's obligations and responsibilities

3.1 The Customer's Events marketed via the ticketing service must take place exclusively in Switzerland or in France.

3.2 The Customer undertakes not to present its Events in such a way as to mislead Buyers, nor to make false claims, false indications or false presentations (false advertising).

3.3 The Customer undertakes to organise Events which are not of a political or ideologically critical or immoral nature, or which may be construed as a threat to public order or health.

3.4 The data required for marketing via the Ticketing Service is entered by the Customer himself. In this respect, the Customer is responsible for all entries made on the Ticketing Service, in particular with regard to the title of the Event, photos, advertising texts, prices, quotas and dates of sale.

Article 4 - Ticket Prices and Sales Charges

4.1 The gross ticket price (price to be paid by the Buyer for an Event) is determined by the Customer. The gross selling price includes the selling costs as well as the costs of using the ticketing service due to Infomaniak Entertainment by the Customer and as defined on the Infomaniak Site. In addition, bank transaction fees, which vary according to the payment method of the final customer, may apply to online ticket sales.

Article 5 - Rights

5.1 The Customer undertakes to respect the legislation on copyright, third party rights, personality rights, licensing rights, patent rights, trademark rights and broadcasting rights for each Event offered for sale via the Ticketing Service.

5.2 The Customer undertakes to release Infomaniak Entertainment and Infomaniak from all third party rights, such as claims for damages, which arise despite the correct use of the rights of use granted. Furthermore, the Customer undertakes to reimburse Infomaniak Entertainment and Infomaniak in full for any direct or indirect costs (in particular judicial costs, procedural costs and lawyers' fees) related to the defence against such claims.

5.3 The Customer grants Infomaniak Entertainment the rights of use for all the intellectual property rights of the Customer and of the Events put on sale by the customer through the Ticketing Service, and this for the whole world, in particular the logos, brands, design concepts as well as the various media, design concepts as well as the various image media related to the Event with the sole purpose of promoting the Customer's Event on Infomaniak's advertising media and publications (such as on the ticketing portal, posters, advertisements in the print media for the Event in question). The granting of rights also includes a possible right to process the material in order to adapt it to the respective form of use (e.g. cutting out or limiting it to a photo extract, etc.).

5.4 The Customer informs Infomaniak or Infomaniak Entertainment without delay in writing if the free use of the rights to use an Event is limited during the term of the contract.

Article 6 - Taxes and duties

6.1 Infomaniak Entertainment draws up a statement of the Customer's Events in accordance with the applicable legal provisions. The Client is solely responsible for the accounting of the Events vis-à-vis the offices and administrations (for example the tax office in charge of tickets, copyright, neighbouring rights, VAT or others).

6.2 Infomaniak Entertainment will not be held responsible in the event that a sentence is pronounced against the Customer in relation to the non-respect of the fiscal provisions in force with regard to the sales set up by the Customer for his Buyers via the Ticketing Service.

Article 7 - Interruption and updating

7.1 Infomaniak Entertainment reserves the right to modify the Ticketing Service in order to carry out optimisations, in particular to improve the ease of use.

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

Article 8 - Counting and payment of ticket purchase receipts

8.1 Infomaniak Entertainment transfers the balance of the ticket payment to the Customer's bank or postal account. Infomaniak Entertainment will not be able to make any payment if the Customer's bank details are empty, incomplete or erroneous.

8.2 Subject to the article Termination for important reasons or if there are legitimate doubts as to the proper running of an Event (important risk of cancellation, contrary to the rules of public order, etc.), Infomaniak Entertainment reserves the right to deactivate the sales and to suspend the payment of the sales of tickets already collected as well as any request for a deposit.

8.3 Infomaniak Entertainment may require the Client to provide documents attesting to the reality and seriousness of the organisation of the Event, such as, but not limited to, a rental contract, an official authorisation, an extract from the Trade Register, proof of address of the person in charge, an identity document of the Client, etc. Infomaniak Entertainment alone can assess whether the transmission of these documents is sufficient to pay the sums concerned and also expressly reserves the possibility of contacting one or more Purchasers to verify the Customer's statements.

8.4 In the event of legitimate doubt about an Event or about the Customer, the amounts collected will be retained by Infomaniak Entertainment pending the successful completion of the Event or pending reimbursement to the Purchasers.

8.5 The count of the tickets sold and the transfer to the Client of the balance of the remuneration for the tickets, after deduction of all the costs and indemnities within the framework of this contract, is carried out every 1st of the month within a maximum of seven (7) working days on the basis of the sales made during the previous month.

8.6 The Customer may request advance payments on outstanding receipts from the Administration Console for a fee of CHF 5 per transfer. The request will be subject to an identity verification procedure.

8.7 Taking into account the incompressible inter-bank delays and working days, the actual payment can be made between two (2) and five (5) days. For the first payment, an additional delay related to control and security operations is to be expected.

8.8 The Client is obliged to raise any objections concerning the payments made by Infomaniak Entertainment without delay, but at the latest within one month of receiving the first payment.

8.9 Infomaniak Entertainment has an unlimited right of compensation towards the Customer. The Client only has the right to claim compensation insofar as the Client's rights have been legally established or insofar as they have been recognised by Infomaniak Entertainment in writing.

Article 9 - Issuance of tickets

9.1 The Tickets sold via the Infomaniak Entertainment Sales Software are made available to the Buyer in the form of either print@home tickets, mobile tickets or thermal tickets.

9.2 With the print@home process, the Purchaser receives the purchased Tickets as an electronic PDF document and can also print them out. The print@home Tickets can be sent by post to the Purchaser's home address at an additional cost. The Ticket bears, among other things, the order number and a unique barcode identifier.

9.3 Mobile Tickets are tickets that are transmitted electronically by e-mail. The Mobile Ticket is provided with a QR code. In addition, a corresponding print@home ticket can be downloaded for each mobile ticket.

Article 10 - Ticket control and access controls

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

10.2 Infomaniak Entertainment expressly recommends that the Customer checks, identifies and stamps the print@home tickets and/or mobile tickets at the venue of the Event with a suitable QR code reader (see 10.4) in order to avoid possible misuse (e.g. presentation of multiple prints or a copy of a print@home ticket). The costs of carrying out appropriate control measures shall be borne by the Customer.

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

10.4 On request, the Client may rent or purchase equipment (access control, printing, etc.) from Infomaniak Entertainment.

10.5 The equipment rented by the Client from Infomaniak Entertainment remains the ex-clusive property of Infomaniak Entertainment. The Customer is responsible for any loss and/or deterioration suffered by the rented equipment as well as the related costs, even if this is due to the fault of a third party. The Customer will be obliged to return the rented equipment to Infomaniak Entertainment at his own expense. Infomaniak Entertainment will be expressly authorised to invoice the Customer, at the current price, for the equipment not returned within 5 days after the Event.

Article 11 - Sales report

11.2 Each Event gives rise to a sales report. The Customer can access the sales report via the Ticketing Service at any time.

Article 12 - Security deposit

12.1 Infomaniak Entertainment may at any time demand the deposit of a bank guarantee from the Customer in order to guarantee the return of the price of the tickets to the Purchas-ers and the cancellation fees due to Infomaniak Entertainment.

Article 13 - Procedure in case of bankruptcy of the Customer

13.1 The Customer is obliged to inform Infomaniak Entertainment, without delay, of a possible bankruptcy by the creditor or requested by the Customer, of a requisition for bank-ruptcy, of a filing for bankruptcy (notification of over-indebtedness) and/or of the opening of a bankruptcy.

13.2 If there is a risk of bankruptcy of the Client, Infomaniak Entertainment and Infomani-ak are entitled to suspend the sale of tickets for all the Client's Events.

13.3 If an Event is cancelled as a result of the Client's bankruptcy, the Purchasers may only assert their claims by applying to the competent debt collection and bankruptcy office. A return of the tickets to Infomaniak Entertainment against reimbursement of the gross sales price is expressly excluded. Infomaniak Entertainment will inform the Ticket Purchasers ac-cordingly.

13.4 If an Event is cancelled due to the bankruptcy of the Customer, Infomaniak Enter-tainment is entitled to withhold all income already received from the sale of the respective tickets until such time as it is no longer possible to make chargebacks of the ticket price by credit institutions. The payment of the remaining income from the sale of tickets is made ex-clusively to the debt enforcement office or to the judicial representative competent for the liquidation of assets. Infomaniak Entertainment expressly reserves the right to proceed with the settlement with the receivables due from the Customer.

Article 14 - Postponement or cancellation of Events

14.1 The Customer alone assumes full responsibility for the possible cancellation of an Event.

14.2 Substantial alteration of an Event shall be deemed to be cancellation of the Event for the purposes of these Terms and Conditions and the statutory regulations.

14.3 If an Event is substantially modified (modification of the date, time, place of the Event or its programme) while tickets have been sold or are still being offered for sale, the Organiser must inform these Purchasers and Infomaniak without delay.

14.4 The Client shall cover Infomaniak Entertainment and Infomaniak for any damage that the latter may suffer as a result of the modification or cancellation of the Event.

14.5 It is the responsibility of the Customer to reimburse the Ticket Purchasers in the event that the Customer is unable to honour an Event.

Article 15 - Liability and compensation

15.1 Infomaniak Entertainment or Infomaniak 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 truthfulness of the data and information of the Event, transmitted by the Client; - The inability of the Customer or the Purchasers to access the Ticketing Service due to difficulties linked to the Internet network or any other cause independent of Infomaniak Entertainment or Infomaniak; - A bad setting of the Ticketing Service by the Customer.

15.2 The Customer releases Infomaniak Entertainment and Infomaniak from all claims (in particular legal costs, proceedings and lawyers' fees as well as any claims for damages) that Purchasers may have against them in connection with the purchase of a Ticket and/or claims related to the Customer's Events (in particular the execution, non-execution or running of an Event) or the violation by the Customer of the regulations on data protection. In this respect, it should be noted that the Customer is the Data Controller (in the sense provided for by the legislation on data protection) with regard to the personal data communicated by the Purchasers when purchasing a Ticket and that Infomaniak Entertainment and Infomaniak act as subcontractors with regard to said personal data.

Article 16 - Termination for important reasons

16.1 This Contract can be terminated at any time for an Important Reason without having to respect the notice period. The following is considered to be an Important Reason - The manifest insolvency of a party; - The opening of bankruptcy or succession proceedings for one of the parties; - Violation of a contractual obligation of these Terms and Conditions or the GTC; - Complaints from Buyers to Infomaniak in relation to Events organised by the Customer; - Late payment for more than two months or repeated incomplete payments made by the Customer; - The organisation of Events by the Customer that could be considered by Infomaniak Entertainment, in good faith, as politically and ideologically unsuitable, dangerous for good morals, health and/or public order. Infomaniak Entertainment has the right to question the financial solidity of the Customer and to ask for all the evidence it deems necessary to prove the solvency of the Customer.

Article 17 - Termination

17.1 The Contract may be terminated at any time from the Infomaniak Administration Console as long as all the Events put up for sale by the Customer have reached their end.

17.2 Termination of the Contract may give rise to damages, in particular, and without the following list being exhaustive, termination in the event of failure to comply with legal, fiscal, social or safety obligations in relation to the organisation of the Events or in the event of in-fringement of the rights of third parties, dissemination of illegal content, infringement of the provisions relating to the reimbursement of Purchasers. Termination of the Contract may give rise to claims for damages, in particular, but not exclu-sively, in the event of non-compliance with legal, fiscal, social or safety obligations in connec-tion with the organisation of the Events or in the event of infringement of the rights of third parties, dissemination of unlawful content, infringement of the provisions relating to the reim-bursement of Purchasers.

Article 18 - Contractual relationship between the Customer and the Purchasers

18.1 The Customer submits its own terms and conditions of sale to its Buyers via the online ticketing software.

18.2 In the event of any inconsistency between the said terms and conditions and these Conditions, only the terms and conditions of this Agreement shall prevail.

Article 19 - Advertising

19.1 If the Customer has also chosen to sell its tickets via its own marketing channels, the Customer undertakes in particular to highlight and quote Infomaniak Entertainment with its logo in accordance with Infomaniak's regulations on its advertising materials and products for its Events (e.g. leaflets, posters, advertisements, on the radio, in television spots etc.).

Article 20 - Administrative authorisations

20.1 The customer is solely responsible for the authorisation procedures and any asso-ciated costs with the competent authorities and the fire brigade for the execution of the Event.

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