

TIBBAA

Seller Agreement & Terms of Service

1. Parties.

These Terms of Service constitute an agreement (this “Agreement”) between TIBBAA a limited liability company with offices located at Laan van Waalhaven 82 Den Haag (“Provider,” we, our) and an organization or individual customer of Provider’s TIBBAA service (“Seller,” you, your).

2. Definitions.

- “Admin” is a User who has responsibility and control over at least one Organization Account, and over the Users associated with the Organization Account. An Admin has the ability to modify their Organization’s Account, and to add or delete Users from that Organization Account. An Admin also serves as a point of contact between Provider and an Organization.
- “Acceptable Use Policy” refers to Provider’s acceptable use policy, posted at [TIBBAA.com/legal/acceptable-use](https://tibbaa.com/legal/acceptable-use), as such policy may change from time to time.
- “IP” means Intellectual Property, and includes copyright, trademark and trade secrets.
- “Organization” refers to a theater, group, club or other entity selling tickets to events or managing Patron information through the TIBBAA Service.
- “Organization Account” consists of an Organization, at least one Admin, at least one User and the associated information about events, tickets, prices and Patrons.
- “Patron” is a customer of an Organization, about whom an Organization may collect information.
- “Patron Data” is information about Patrons collected by an Organization and entered in to the TIBBAA Service.

- “Payout Amount” is the amount of the total direct debit / credit card charges to be paid to Seller for debit card / credit card transactions processed through TIBBAA.
- “Privacy Policy” refers to Provider’s privacy policy, which can be found via a link on the main TIBBAA page, at TIBBAA.com/legal/privacy, as such policy may change from time to time.
- “Rollover Amount” is any Payout Amount that does not meet the minimum for disbursement as described in the TIBBAA Guide to Direct debit / Credit Card Sales, available at TIBBAA.com/guides/credit-card-sales. Rollover Amounts are incorporated into the next month’s Payout Amount.
- “Service” or “TIBBAA Service” is the online box-office management service offered by Provider. The Service includes such features as are set forth on Provider’s TIBBAA website, <http://TIBBAA.com>, as Provider may change such features from time to time, in its sole discretion.
- “Service Fees” are those fees charged by Provider for credit card transactions processed through TIBBAA. Service Fees include transaction fees, ticket fees and refund fees.
- “User” is a Visitor to the TIBBAA site or a user of the TIBBAA Service, who has a TIBBAA account and login, and who is associated with one or more Organizations.
- “Visitor” is anyone who visits the TIBBAA website or any other page hosted at <http://TIBBAA.com>.

3. Your Use of the TIBBAA Service.

Your use of the TIBBAA Service is subject to the terms of this Agreement, including the Acceptable Use Policy and the Privacy Policy, as amended from time to time. If you do not agree to be bound by this Agreement, you may not use the TIBBAA Service.

4. Term & Termination.

4.1 Term. This agreement is “at will” for both parties, and either party may terminate the agreement at will at any time.

4.2 Termination. You may terminate this agreement at any time by terminating and deleting Your account, on your account preferences page.

4.3 Effects of Termination. The following provisions will survive termination of this Agreement: (i) the sections relating to data use, retention and deletion, indemnity, limitation of liability, and arbitration; and (ii) any other provision of this Agreement that must survive termination to fulfill its essential purpose.

5. Fees, Direct Debit /Credit Cards & Account Settlement.

5.1 Fees. TIBBAA provides the basic TIBBAA box office management service to Sellers free of charge. TIBBAA charges a minimum added to the Payment Fee for any Direct debit / credit card transactions processed through TIBBAA, as described on the TIBBAA Pricing page, available at [TIBBAA.com/pricing](https://www.tibbaa.com/pricing) as modified from time to time.

5.2 Direct Debit / Credit Card Processing. TIBBAA provides Direct Debit / credit card processing services through the TIBBAA Service for certain Sellers, at TIBBAA's sole discretion. TIBBAA also provides integration with a third-party payment processor. Terms of Service and Privacy Policy as well as applicable national and international laws govern seller's use of the payment provider. Seller agrees that Seller will enter direct debit / credit card information into TIBBAA only via the direct debit / credit card purchase form, and to never enter or store Patron direct debit / credit card information in any element of TIBBAA other than the direct debit / credit card purchase form. Provider may suspend or terminate direct debit / credit card processing for Seller's account without notice if Provider believes Seller to be in violation of the TIBBAA Acceptable Use Policy or Privacy Policy, as they may change from time to time, or this Agreement.

5.3 Seller Account Settlement. The Payout Amount to Seller will be in the amount of the total direct debit / credit card charges processed through the TIBBAA Service for the preceding payout period, minus Payment Fees, chargebacks, refunds and any outstanding charges on Seller's account, plus any Rollover Amount. If a Payout Amount does not meet the minimum, it is deemed a Rollover Amount, and will be paid to Seller in a subsequent Payout Amount. Provider will calculate and disburse the Payout Amount in accordance with the TIBBAA Guide to Payments and Billing, available at <https://secure.TIBBAA.com/guides/payments-billing>, as updated from time to time. If Seller does not receive an expected Payout Amount within fifteen (15) days of the end of the payout period for which payment is expected, Seller should contact TIBBAA Support to resolve the issue.

6. Policies.

6.1 Acceptable Use Policy. Seller will comply with the TIBBAA Acceptable Use Policy, as modified from time to time, the current version of which is available on the TIBBAA website at [TIBBAA.com/legal/acceptable-use](https://www.tibbaa.com/legal/acceptable-use). Seller is also

responsible for ensuring that Users on Seller's Organization Account also abide by the Acceptable Use Policy. In the event of a User's or Seller's material breach of the Acceptable Use Policy, including without limitation any copyright infringement, Provider may suspend or terminate that User's or Seller's access to the Service, in addition to such other remedies as Provider may have at law or pursuant to this Agreement. Provider may also suspend or terminate an Organization's Account if that Organization's Users are in violation of the TIBBAA Acceptable Use Policy. Neither this Agreement nor the Acceptable Use Policy requires that Provider take any action against Seller or any other customer for violating the Acceptable Use Policy, but Provider is free to take any such action it sees fit.

6.2 Privacy Policy. Seller agrees that its collection and use of Patron Data in the context of the TIBBAA Service will at all times be in accordance with the TIBBAA Privacy Policy, as updated from time to time. The Privacy Policy can be found via a link on the main TIBBAA website, and at [TIBBAA.com/legal/privacy](https://tibbaa.com/legal/privacy). Seller agrees that it is responsible for ensuring that Users on Seller's Organization Account abide by the Privacy Policy at all times. The Privacy Policy applies only to the Service and does not apply to any third party site or service linked to the Service or recommended or referred to through the Service or by Provider's employees.

7. Materials, IP & Data.

7.1 TIBBAA Content. We may include various written or graphical content in the course of providing the Service, including but not limited to text, photographs, illustrations, and designs. This content may be the protected IP of Provider or third parties. You do not acquire any right, title, or interest in or to such content, except the limited and temporary right to use it in the course of your use of the Service.

7.2 IP in General. Provider retains all right, title, and interest in and to the Service, and this Agreement does not grant Seller any intellectual property rights in or to the Service or any of its components. Provider also retains all applicable IP rights to any suggestions or feature requests submitted by Seller or any Users.

7.3 Seller's Data. Seller retains all applicable IP interests to Patron Data Seller inputs into the TIBBAA Service. Seller may download information associated with Seller's Organization Account at any time, subject to Service availability, including reports, sales data and Patron Data.

7.4 Data Use, Retention and Deletion. Our collection, use and retention of data about Organizations, Admins, Users and Patrons will be in accordance with our Privacy Policy, as updated from time to time, and as posted on the TIBBAA



website. As an Admin, you may delete your Organization Account, your own User Account and any Patron Data at any time. When you delete data, the data immediately becomes inaccessible through the service, and will be permanently deleted by Provider within 30 days, unless an Admin un-deletes it. However, Provider may retain some data for internal record keeping purposes, as necessary.

7.5 Trademarks. Neither party will use the trademarks or service marks of the other party without the express permission of that party. Seller is hereby granted the right to use the TIBBAA trademarks, including the TIBBAA name and the TIBBAA logo, solely in relation to and in reference of Seller's use of the TIBBAA Service. All uses of the TIBBAA trademarks will inure to the benefit of Provider.

7.6 Copyright. Seller retains all applicable IP interests in written or visual content uploaded to the TIBBAA Service or the TIBBAA website. Seller hereby grants Provider all necessary rights to use Seller's IP in providing the TIBBAA Service, including but not limited to the right to display and the right to distribute Seller's IP. Provider reserves the right to disable the account of, or otherwise punish, Sellers who repeatedly infringe on third parties' copyright interests via the TIBBAA Service. If you believe that your copyrighted works have been posted without permission and outside of the fair use exceptions, send a proper notice to legal@TIBBAA.com or TIBBAA BV, Laan van Waalhaven 82, 2497 GP The Hague, The Netherlands.

8. Each Party's Representations & Warranties.

8.1 Seller's Identity. Seller represents that it has provided truthful and accurate information about Seller's identity in Seller's account registration and profile. Seller also represents that Seller is an individual 18 years old or older.

8.2 Right to Do Business. Seller also represents that it has authority to enter into, execute and perform its obligations under this Agreement. Seller represents that it has authority to sell tickets to events of the Organization.

8.3 Disclaimers. The TIBBAA Service is provided "as is" and as available, and Provider makes no warranties, either express or implied, including without limitation any implied warranties of merchantability, fitness for a particular purpose, non-infringement of intellectual property rights or any implied warranties arising under any applicable law. Provider has no obligation to indemnify or defend Seller against claims related to infringement of intellectual property rights; and Provider does not warrant that the Service will perform without error or interruption. Provider shall not be liable for the quality or

accuracy of information provided by Seller or third parties for or via the website nor for any inaccurate results due to Provider's processing of any such data.

8.4 Limitation of Liability. In no event will Provider be liable for any damages, including consequential, indirect, special, incidental, or punitive damages. The limitations of liability in this section apply to liability for negligence, apply regardless of the form of action and apply even if Provider is made aware in advance of the possibility of the damages in question and even if such damages were foreseeable. The limitations of liability also apply even if Seller's remedies fail of their essential purpose. If applicable law limits the application of the provisions of this section, Provider's liability will be limited to the maximum extent permissible.

9. Indemnification.

Indemnification. At its own expense, Seller agrees that it will indemnify and hold harmless Provider from and against all claims, demands, losses, costs, penalties, damages, judgments and suits, brought against Provider arising from, in connection with, or incident to the performance of, or failure to perform the provisions of this Agreement by Seller, its agents, employees or assigns. The above indemnity obligation does not include claims, costs, damages or expenses caused by the sole responsibility of Provider. Additionally, if the claims or damages are caused by or the result from the concurrent negligence of Seller and Provider, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Seller and that of its agents, employees or assigns.

10. Disputes.

10.1 Self-resolution. In the event of a dispute between the parties arising out of or related to this Agreement, excluding IP infringement, the parties will attempt to reach a written resolution of the issue directly between the parties.

10.2 Arbitration. The parties agree that if an agreement is not reached within forty-five (45) days, the dispute will be submitted to mandatory, binding arbitration under the auspices of the American Arbitration Association in Maryland, with the parties sharing equally the costs of arbitration. This section does not limit either party's right to provisional or ancillary remedies from a court of competent jurisdiction before, after, or during the pendency of any arbitration, and the exercise of any such remedy does not waive either party's right to arbitration. Any court with competent jurisdiction may enter judgment on an arbitration award.

11. Miscellaneous.

11.1 Notices. Provider may send notices pursuant to this Agreement to Seller's email address as listed in Seller's account, and such notices will be deemed received three days after they are sent. Seller may send notices pursuant to this Agreement to legal@tibbaa.com, and such notices will be deemed received three days after they are sent.

11.2 Amendment. Provider may amend this Agreement from time to time by posting an amended version at its website and sending Seller notice of the amendment. Seller must acknowledge and accept the amended Agreement within 14 calendar days of such notice, or the Agreement will be terminated according to the Termination section 4.1 above. This Agreement may not be amended in any other way except through a written agreement executed by authorized representatives of each party. Notwithstanding the foregoing, Provider may amend the Acceptable Use Policy or Privacy Policy at any time by posting a new version at its website, <http://TIBBAA.com>, and sending Seller notice thereof, and such amended version will become effective 14 calendar days after such notice is sent.

11.3 No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than (i) by an Authorized Representative and (ii) in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.

11.4 Force Majeure. To the extent caused by act of God, no delay, failure, or default will constitute a breach of this Agreement.

11.5 Assignment & Successors. Neither party may assign this Agreement or any of its rights or obligations hereunder without the other's express written consent, except that Provider may assign this Agreement to the surviving entity in a merger of Provider into another entity. Except to the extent forbidden in the previous sentence, this Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the parties.

11.6 Applicable Law – The Netherlands / The Hague Court. This Agreement has been made, executed and delivered in The Netherlands / The Hague Court. The parties mutually stipulate and agree that this Agreement is in all respects (including, but not limited to, all matters of interpretation, validity, performance and breach) to be exclusively construed, governed and enforced in accordance with the laws of The Netherlands, as from time to time amended and in effect.

11.7 Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

11.8 Certain Notices. Provider hereby notifies Recipient that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist in limiting access to material that is harmful to minors. Information regarding providers of such protections may be found on the Internet by searching “parental control protection” or similar terms.

11.9 Conflicts among Attachments. In the event of any conflict between this Agreement and any Provider policy posted online, including without limitation the Acceptable Use Policy and Privacy Policy, the terms of this Agreement will govern.

11.10 Entire Agreement. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter. Neither party has relied upon any such prior or contemporaneous communications.

11.11 Taxes. Seller is solely responsible for collecting and remitting any and all applicable taxes on tickets sold through the TIBBAA Service for which Seller is liable, including, but not limited to, international, national, state or local sales, amusement, entertainment, or use taxes.

Other legal documents

TIBBAA Privacy Policy

TIBBAA Acceptable Use Policy

TIBBAA Seller Agreement & Terms of Service

TIBBAA Online Sales Terms of Service