

## 1. Definitions

The following definitions apply in these general terms and conditions:

- **Delftsche Studenten Sociëteit Phoenix**, the entity that offers the application subscription or ticket that someone pays within the app under the name “Lorre”, “Lorre XL” or “Lorre festival”, hereinafter referred to as Lorre and established on Phoenixstraat 30, 2611 AL in Delft, registered at the Chamber of Commerce under number 40397320.
- **Application platform**: the Lorre application where the User can buy an application subscription or Ticket(s) from Lorre as broker of the User.
- **Agreement**: the agreement concluded between de User and Lorre with respect to the use of the application subscription.
- **Ticket(s)**: the application subscription, or ticket for an event organised by Lorre, is sold by Lorre to the User via the application.
- **User**: the natural person and/or legal entity which uses the application and/or through the application buys a subscription or ticket from Lorre for an event organised by Lorre.

## 2. Applicability of the general terms and conditions

2.1 Accepting an offer from Lorre entails that you accept these general terms and conditions.

2.2 The terms and conditions of the User as well as the terms and conditions of the holders of the location of an event can be applicable on this Agreement. In case of conflict between the provisions from the various terms and conditions and these general terms and conditions, the provisions from these general terms and conditions will prevail.

2.3 Deviating from the provisions in these general terms and conditions is only possible in writing, in which case the other provisions remain in full force.

2.4 These general terms and conditions also apply on the execution of agreements with Lorre where third parties must be involved by or on behalf of Lorre.

## 3. Application platform

3.1 The application platform ensures that application subscription or Ticket(s) for an event are offered by Lorre to Users via the application platform. In addition, the application platform ensures that by-products can be offered to Users. When a User buys a ticket via the application platform of Lorre, a remote agreement is concluded between the User and Lorre.

3.2 Lorre provides the application platform as SaaS service to the User. The User is not allowed to let third parties use the services provided by Lorre.

3.3 Lorre grants the User access to the use of the Ticket service platform if and insofar as this is necessary for the compliance with the obligations included in the Agreement.

3.4 The application platform is - partly with a view to maximising subscriptions or Tickets to be sold - managed and maintained by Lorre at the expense of Delftsche Studenten Sociëteit Phoenix and, where necessary, repaired in accordance with the requirements of good workmanship.

3.5 If applicable Lorre provides, on its own accord and if reasonably possible under applicability of these general terms and conditions, new versions of the application platform to the User.

3.6 The Ticket(s) or subscriptions are bought and sold via the application platform where the User acts as buyer and Lorre as seller of the Ticket(s).

#### **4. Payments for subscriptions and tickets**

4.1 All payments by the User in connection with the sale of subscriptions or Tickets via the application platform are made to the account of Delftsche Studenten Sociëteit Phoenix.

#### **5. Privacy and personal data**

5.1 Because this is necessary for the execution of the Agreement, the User will Inform Lorre how the User will fulfil his obligations based on the General Data Protection Regulation (hereinafter: "GDPR").

5.2 The User indemnifies Lorre against claims of persons whose personal data is registered or processed in the context of the person registration that is kept by Lorre or for which the User, based on the GDPR, is otherwise the controller, unless the User proves that the facts on which the claim is based are attributable to Lorre.

5.3 With respect to processing personal data of the User, Lorre is the individual controller, the personal data is processed both inside the own organisation as by processors, the Users are the data subjects, all this as stipulated in the GDPR.

5.4 The responsibility for the personal data that is processed by the User with the use of the application platform, with the execution of the Agreement or another service of Lorre, lies fully with the User. The User guarantees towards Lorre that the content, the use and/or processing of the personal data is not unlawful and does not violate any right of a third party. The User indemnifies Lorre against any legal claim of a third party, for whatever reason, in connection with this personal data or the execution of the Agreement.

5.5 Lorre processes personal data in accordance with the Privacy Policy.

#### **6. Liability**

6.1 Parties are only liable to the extent as this appears from the Agreement or from these general terms and conditions.

6.2 Liability of Lorre due to an accountable failure in the compliance with the Agreement only arises if the Client gives Lorre a written notice of default as soon as possible, in which a reasonable period is stated to resolve this failure and if Lorre also remains to fail to comply with its obligations after this period.

6.3 Lorre is not liable for damage to any User, in whatever shape or form, due to refunds and/or complaints – for whatever reason – from other Users. The direct or indirect damage as a result of this is borne by the User her-/himself.

6.4 Lorre is not liable for indirect damage, consequential damage, loss of profit, missed savings, reduced goodwill, damage due to company stagnation, damage as a result of claims of Users.

6.5 Lorre is not liable for damage that is the direct or indirect result of malfunctions or maintenance of the computers or (electronic) systems or mobile equipment it uses.

6.6 Lorre is not liable for damage that is the direct or indirect results of Ticket(s) falsified by Users or third parties or any other type of misuse or unlawful use of Tickets by Users or third parties.

6.7 The liability restrictions referred to in these general terms and conditions are also stipulated on behalf of third parties engaged by Lorre, that can therefore appeal to this liability restriction.

6.8 The condition for being entitled to any damage compensation is always that the User must report the damage to the supplier in writing, as soon as possible after this has occurred. Any claim for damage compensation against Lorre expires by the mere lapse of twenty-four months after the claim arises, unless the User has initiated a legal claim for damage compensation before this period expires.