

# Terms & Conditions

Effective as from May 24, 2018

Hi, and welcome to our Terms and Conditions for the use of the PrioTicket Platform. These are important and affect your legal rights and obligations, so please read them carefully.

The PrioTicket Platform is run by PrioTicket B.V., a private corporation under the laws of the Netherlands, based in Amsterdam and with its office at the address Prins Hendrikkade 21 (1012 TL) Amsterdam. We also request you to take note of our PrioTicket Privacy Policy for use of the PrioTicket Platform.

## ***First of all: Why all the rules?***

Bottom line: because we value your trust and loyalty and need a consistent set of rules to fairly, consistently and respectfully ensure that the PrioTicket Platform and PrioTicket Service on this website is only used properly. If you have any questions about these Terms of Use email us at [support@prioticket.com](mailto:support@prioticket.com).

## **1. Intro & Applicability**

We're pleased to make our PrioTicket Service available to you on this website. By using the PrioTicket Platform and/or our PrioTicket Services you agree to a binding agreement with us in your country of residence (you current/local Country) under applicability of these Terms and Conditions and the Privacy Policy. These Terms and Conditions and the Privacy Policy also apply to all pursuing agreements and legal relationships between you and PrioTicket.

By signing up for PrioTicket, you accept this agreement. If you do not accept this agreement, do not use the PrioTicket Platform or PrioTicket Service as a User.

## **2. Scope**

The PrioTicket Platform facilitates a generic ticket sales, reservation and management platform for the tourism industry. Part of this platform is an innovative entry ticket system called PrioTicket.

The platform enables guests of hotels and booking websites to get the most out of their city experience. It facilitates the interests of guests before arrival, during their stay and after departure.

The PrioTicket gives customers direct access to museums, attractions with a single entry code. The price of entry is charged to the customer's credit card or hotel bill.

## **3. Access to the service and PrioTicket Account**

- When registering to become a User and upon activating your PrioTicket account, you must provide personal information such as your age, gender, credit card details and a valid email

address. We need this information for providing our services. You agree to provide accurate and complete information and to keep this information up to date at all times.

- You are solely responsible for the activity that occurs on your account, and you must take all necessary actions and precautions to keep your PrioTicket secure.
- If you suspect or become aware of any unauthorised use of your PrioTicket or that your credit card or payment method is no longer secure, you agree to notify us immediately by sending us an email at [support@prioticket.com](mailto:support@prioticket.com).
- You can ask the reception desk to update your data or email address at any time or by contacting PrioTicket Support, [support@prioticket.com](mailto:support@prioticket.com).
- You authorize PrioTicket, directly or through third parties, to make any inquiries we consider necessary to validate your identity. This may include asking you for further information or documentation, requiring you to provide a taxpayer or national identification number, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report or verifying your information against third party databases or through other sources.
- The PrioTicket is strictly personal and non-transferable and you may also not use someone else's PrioTicket, unless otherwise agreed. We have the right to refuse or limit your access to the Services.

#### **4. Using our Services**

You may use our Services only as permitted by this agreement and any applicable laws. Don't misuse our Services. Your right to use PrioTicket is subject to the conditions that you:

- agree not to access (or attempt to access) any part of the PrioTicket Platform website by any means other than through the interface and the instructions provided by us;
- agree that you will not engage in any activity that interferes with or disrupts the Website or the servers and networks that host the Website. You may not use data mining, robots, screen scraping or similar data gathering and extraction tools on the Website except with PrioTicket' prior written consent;
- agree not to, or attempt to, circumvent, disable or otherwise interfere with security-related features of the Website or features that prevent or restrict use or copying of any content or enforce limitations on the use of the Website or the content therein;
- agree not to use, copy, distribute or commercialize website content (data, pictures etc.) of the PrioTicket Platform except as permitted by this agreement, by law or with our prior written consent;
- agree that we are entitled and in no way liable for reporting to the appropriate judicial authorities and providing any and all information (including your personal data) in case of any suspected fraudulent, abusive or illegal activity.

## **5. Product delivery and pricing**

PrioTicket makes leisure/travel products and services of third party Suppliers available to you. PrioTicket acts as an agent or reseller for the relevant Suppliers. You will find the specifications and information of the Supplier's Service and of the Product in the "product description" on PrioTicket.com. In this section you will also see the price of the relevant Product, which shall be calculated in the local currency of the Supplier and includes the local applicable taxes. Please ensure that all pricing information on the Website is correct before placing an order. PrioTicket is not responsible for any faults in presentation or specified pricing on the website. By placing your order you state to have fully read and understood the "product description" of the selected Supplier's Service and Product.

### **5.1 Conclusion of agreement**

An order shall be deemed submitted when PrioTicket receives your Order Form electronically and the information submitted herein has been verified as correct.

The contract shall be deemed as executed when – upon any authorized payment through the website – PrioTicket delivers your electronic voucher or ticket.

### **5.2 Confirmation from PrioTicket**

Upon acceptance of the order and any authorized payment through the website, PrioTicket will immediately send you by e-mail the electronic voucher or ticket to enjoy the requested product or service.

Products and services provided by Suppliers are subject to the Service Conditions enacted by the Supplier (the main conditions of which are available at any time on the Supplier website).

Products and services directly provided by PrioTicket are subject to the Service Conditions enacted by PrioTicket (available at any time on the website).

### **5.3 Invoice**

PrioTicket will issue the invoice by email or make the invoice retrievable from the PrioTicket website by using the unique ticket code. The relevant invoice issued by PrioTicket will show the indication and details of the sums received by PrioTicket.

Local Tax will be applied in the relevant invoice to both, local tax residents and consumers, which are non-local tax residents.

### **5.4 Cancellation and Refunds**

Confirmed reservations or bookings and purchased products or services cannot be transferred, exchanged, or refunded other than for the reasons set out in these Terms and Conditions. No refunds will be offered under any circumstances if you fail to comply with these Terms and Conditions. If for any reason you are entitled to a refund please contact [support@prioticket.com](mailto:support@prioticket.com).

## **5.5 Cancellation fee**

You must attend the Supplier's Service at the day and time provided for in your Order Form. No reimbursement is granted for failure of timely attendance. If you wish to cancel your reservation, please note that you may be charged for your cancellation in accordance with the relevant supplier cancellation and no-show policy. We recommend that you read the cancellation and no-show policy of the relevant supplier carefully prior to making your reservation.

## **6. Limitations usage**

- All promoted products or services mentioned on the PrioTicket Platform are free of any obligation to enter into an agreement with you. No rights can be derived in any way if the product or service to which the offer relates is not available at any certain moment in time.
- If the distributor, supplier or user in any way acts contrary to the Terms and Conditions of PrioTicket, PrioTicket may invalidate the products or services.
- PrioTicket and supplier reserve the right to limit the number of products or services available for a user to a maximum.
- Due to possible additional credit card fees or price increases by suppliers, prices for products or services to the User can be higher than listed on the Content of PrioTicket or Supplier.

## **7. Content**

- Information about goods and services promoted on the website, is based on material provided by the suppliers of product and services, and PrioTicket relies in good faith upon the information supplied to it by suppliers and does not independently check the accuracy of the information supplied.
- The PrioTicket Service may include links to other websites, content or resources. These linked websites, content or resources may be operated by third parties and we may have no responsibility or control over them. The existence of these links does not imply that we endorse the linked website, content or resource. You acknowledge that we have not reviewed any of these third party websites, content or resources and we are not responsible for the material contained therein.
- You understand that we do not control and are not responsible for content made available through the website unless it originates from us. Consequently, by using the website you may be exposed to content provided by third parties that is offensive, indecent, inaccurate, misleading or otherwise objectionable. You use the website at your own risk and to the extent permissible by law we do not accept liability.
- You understand and agree that except to the extent required by law, we do not accept liability in respect of errors or omissions caused by incorrect or inadequate information supplied to us by Suppliers or third parties.
- You agree to make your own enquiries to verify information provided about the goods and services promoted on the Website and to assess the suitability of these goods and services.

Your participation in any provision of goods and or services offered by a supplier is conditional upon your acceptance of the Supplier's terms and conditions as notified.

- You understand that all information, such as comments, messages, text, files, images, photos, video, sounds and other materials posted on, transmitted through or linked from the website are the sole responsibility of the person from whom such content originated. We do not endorse nor accept any responsibility for that content.

## **8. Privacy**

All processing of (personal) data by PrioTicket is subject to the PrioTicket Privacy Policy to be found at <https://web.prioticket.com/storage/pdf/PrivacyPolicyPrioTicket.pdf>

## **9. Payments**

### **9.1 Authorization**

By accepting these Terms and Conditions, you authorise PrioTicket to charge the debit or credit card account you have provided. During the time that your account is valid you authorize PrioTicket to collect automatic payments for a confirmed reservation and booking or for the purchase of a third party product or service.

### **9.2 Secure PCI compliant payments processing**

All credit card handling and payments instructions will be processed directly by Adyen ([www.adyen.com](http://www.adyen.com)) and are subject to the Terms and Conditions of Adyen.

Credit card data is protected by a high level of encryption before transmitted over the Internet.

PrioTicket does not store or have access to your credit card details except for performing the procedure relevant to your purchase or issuing refunds in the case of cancellation, in compliance with the exercise of your withdrawal right, or for reporting cases of fraud to the police.

You can cancel your recurring card payment authorisation by contacting [support@prioticket.com](mailto:support@prioticket.com)

### **9.3 pre-authorization amounts**

Upon registration a pre-authorization amount may be deducted from your card. This pre-authorization amount will be released upon deactivation of your PrioTicket Account.

### **9.4 Fees and Charges**

For each transaction, in addition to the charge you have authorized, your credit card issuer and network may assess their customary transaction or handling charge, if any.

For each transaction, PrioTicket shall charge a credit card processing fee. This processing fee is equal to the transaction cost charged by the payment processor and depends on your credit card issuer or network.

Each transaction shall be subject to a minimum credit card processing fee of 3%.

If a charge is declined or reversed by the credit card issuer or network, you agree to pay us a service charge and to reimburse us for all reasonable costs related to the transaction.

### **9.5 Dishonored Requests for Payment**

If your credit card issuer or network does not honor an online payment transaction, then we have the right to charge or to collect the amount of any such transaction by any available alternative payment method or in any other way.

### **9.6 Changes**

PrioTicket Terms and Conditions for online credit card payments are subject to change at any time. Each transaction shall be subject to the specific Terms and Conditions that were in place at the time of the transaction.

### **9.7 Payment Overview**

PrioTicket will provide a payment overview via email. The payment overview can also be received by entering your PrioTicket code on the PrioTicket website.

### **9.8 Question**

If you have any questions regarding your payment, please contact PrioTicket support@prioticket.com

## **10. Changes to Agreement**

Occasionally we may make changes to the PrioTicket Service and Terms and Conditions. By continuing to use the Service after those changes are made, you are expressing and acknowledging your acceptance of the changes in both PrioTicket Service and Terms and Conditions. PrioTicket reserves the right to change, modify, add or remove portions of the website at any time. We do not guarantee that you will be able to access the website or PrioTicket Service in the same way or with the same equipment or software you used prior to the change. PrioTicket may change or discontinue the website or any of the PrioTicket Services at any time without prior notice.

## **11. Termination**

These Terms and Conditions will continue to apply to you after termination of the PrioTicket Account. If PrioTicket suspends or terminates your Account, you will not be allowed to create a new Account.

You may terminate the PrioTicket Account at any time by completing the account cancellation process or by sending an email to support@prioticket.com. The PrioTicket Account will be considered terminated within 10 business days after receipt of your notice.

PrioTicket may terminate or suspend your access to the PrioTicket Platform and Service at any time, including in the event of your actual or suspected unauthorised use of the PrioTicket Service or non-compliance with the Terms and Conditions. You agree that PrioTicket shall have no liability or responsibility to you and that PrioTicket will not refund any amounts that you have already paid, to the fullest extent permitted under applicable law.

## **12. Warranty**

we endeavor to provide the best service we can, but you understand and agree that the PrioTicket Service is provided “as is”, without express or implied warranty or condition of any kind. you use the PrioTicket Service at your own risk. PrioTicket disclaims any warranties or conditions of merchantability (supplier ability), fitness for a particular purpose or non-infringement. In addition, PrioTicket does not warrant, endorse, guarantee or assume responsibility for any Third Party Applications, Third Party Application content, User Content, or any other product or service advertised or offered by a third party on or through the PrioTicket Service or any hyperlinked website, or featured in any banner or other advertising. You understand and agree that PrioTicket is not responsible or liable for any transaction between you and third-party providers of Third Party Applications or products or services advertised on or through the PrioTicket Service. As with any purchase of a product or service through any medium or in any environment, you should use your judgment and exercise caution where appropriate. No advice or information whether oral or in writing obtained by you from PrioTicket shall create any warranty on behalf of PrioTicket in this regard. Some aspects of this section may not apply in some jurisdictions.

## **13. Disclaimer**

PrioTicket will make reasonable efforts to keep the PrioTicket Platform and PrioTicket Service operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. PrioTicket reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the PrioTicket Platform or PrioTicket Service, with or without notice, all without liability to you for any interruption, modification, or discontinuation of the PrioTicket Platform or PrioTicket Service or any function or feature thereof. You understand and agree that PrioTicket has no obligation to maintain, support, upgrade, or update the Service, or to provide all or any specific content through the Service.

## **14. Limitation of Liability**

You agree that, to the extent permitted by applicable law, your sole and exclusive remedy for any problems or dissatisfaction with the PrioTicket Platform, PrioTicket Service or any third party goods or services is to deactivate your PrioTicket Account and to stop use.

Except if and to the extent required by law in respect the PrioTicket Service under this agreement, PrioTicket accepts no liability for issues or refunds in relation to the product and or services supplied or to be supplied by the third party Supplier. PrioTicket accepts no liability, including for loss or damage, whether direct or indirect, for any act, omission or default, whether negligent or otherwise of any Supplier or third party. You acknowledge that PrioTicket cannot be held responsible or liable for any damages, however arising, in relation to personal accidents, injury death, theft or any other damages resulting from activities offered by Supplier or any third party.

to the fullest extent permitted by law, in no event will PrioTicket, its officers, shareholders, employees, agents, directors, subsidiaries, affiliates, successors, assigns, suppliers or licensors be

liable for (i) any indirect, special, incidental, punitive, exemplary or consequential (including loss of use, data, business, or profits) damages, arising out of the use or inability to use the PrioTicket Service, third party applications or third party application content, regardless of legal theory, without regard to whether PrioTicket has been warned of the possibility of those damages, and even if a remedy fails of its essential purpose; (ii) aggregate liability for all claims relating to the PrioTicket Service, third party applications or third party application content more than the amounts paid by you to PrioTicket during the prior three months in question.

Nothing in these Terms and Conditions removes or limits PrioTicket' liability for fraud, fraudulent misrepresentation, death or personal injury caused by its negligence.

## **15. Miscellaneous**

### **15.1 Entire agreement**

This agreement and these Terms and Conditions supersede any prior whether written or oral. Any additional or different terms or conditions in relation to the subject matter of the agreement in any written or oral communication from you to PrioTicket are void. You represent that you have not accepted the agreement in reliance on any oral or written representations made by PrioTicket that are not contained in these Terms and Conditions.

### **15.2 Severability**

Should any provision of the agreement and these Terms and Conditions be held invalid or unenforceable for any reason or to any extent, such invalidity or unenforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Terms, and the application of that provision shall be enforced to the extent permitted by law.

### **15.3 Force Majeure**

Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes or any other cause which is beyond the reasonable control of such party.

### **15.4 Choice of law and jurisdiction**

This agreement and all ensuing agreements with PrioTicket shall be governed by the laws of the Netherlands, without giving effect to any principles that may provide for the application of the laws of another jurisdiction.

Should a dispute arise between you and PrioTicket then PrioTicket will try to resolve the dispute with you. PrioTicket requests you to submit a complaint directly through the helpdesk so that PrioTicket can act upon this immediately and if possible reduce the adverse effects as soon as possible. PrioTicket aims for an effective solution. *The Court of Amsterdam has jurisdiction to hear all disputes arising out of legal relationships or agreements between you and PrioTicket, except if*



*the law in a specific case precludes the dispute to a court other than the court of the domicile of the user.*

### **15.5 General Provisions**

We shall not be liable for any delay in performing any of our obligations under this agreement if such delay is caused by circumstances beyond our reasonable control.

If any part of this agreement is found to be void, unlawful or unenforceable then that part will be deemed to be severable from the balance of this agreement and the severed part will not affect the validity and enforceability of any remaining provisions.

If we do not exercise or enforce any right or provision under this agreement, it will not constitute a waiver of such right or provision. Any waiver of any provision under this agreement will only be effective if it is in writing and signed by us.

### **16. Contact**

PrioTicket B.V. is part of the PrioTicket Group of companies.

You are requested to send all correspondence to PrioTicket to the email address [support@prioticket.com](mailto:support@prioticket.com) or contact PrioTicket by phone on +31 (0) 88 000 8830.

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