

# TERMS AND CONDITIONS

## of Evenzy.io Online Service

### § 1 General provisions

1. the Evenzy.io online service is designed to enable consumers to create, record and in some cases pay for group individual requests and tickets. These Terms and Conditions define, among other things, the rules for using the online service. The online service and these Terms and Conditions apply to consumers and other entities using the online service, subject to those provisions that expressly apply only to consumers or other entities.

2. The Evenzy.io online service, available at [www.Evenzy.io](http://www.Evenzy.io), is operated by Trofimov Kosiantyn, Tax Code: 2851614635, Address: 02068, Ukraine, 02068, Kyiv city, Dragomanova str., 14A, apartment 200; [trofimov@udance.org](mailto:trofimov@udance.org),

3. the Evenzy.io online service provides the Event Organizer with an accounting and sales management tool based on a separate cooperation agreement between Evenzy.io represented by Trofimov Kostiantyn and the Event Organizer.

4. Upon the request of the Event Organizer, payment systems may be connected to the Event page by the Evenzy.io technical service. In this case, the organizer is obliged to place on the Event page the links to the **REGULATIONS OF THE EVENT, TERMS AND CONDITIONS OF THE EVENT** where he will indicate all the necessary data required to connect the payment system.

5. The Event Organizer accepts all 100% payments into his accounts and controls all payments. Evenzy.io does not charge any additional fees to the Buyer, nor does it accept payments into its accounts.

6. Evenzy.io acts as an accounting system. All financial responsibility to the Buyer rests with the Event Organizer.

7. The Evenzy.io online service is not an Event organizer, does not accept payments or a portion of payments for Tickets and Group or individual applications for the Event.

### § 2 Definitions

In these Rules, the following terms and definitions shall mean the following:

1. TICKET - a ticket, a carrier of the right to participate in the Event.

2. GROUP OR INDIVIDUAL APPLICATION - a type of ticket, the bearer of the right to participate in the Event as a participant, the application may contain the data of other participants.

3. WORKING DAY - A business day Monday through Friday, except public holidays.

4. ORDER FORM means the Electronic Service, that is, the interactive form available on the online service and used by the Buyer to place an Order.

- 5.ACCOUNT means an Electronic Service, i.e. a database in an IT system protected by a unique name (login) and password of the User and containing the User's data and information on the Orders placed by the User on the online Service.
- 6.BUYER, CLIENT - a person who makes a Purchase using Evenzy.io.
7. ORGANIZER means any third party with respect to BPM MEDIA that organizes a particular Event and is listed on the Evenzy.io website, in the description of the particular Event.
- 8.TERMS AND CONDITIONS means these online service terms and conditions.
- 9.EVENT RULES AND CONDITIONS means these rules and events posted by the Organizer on the Event page.
- 10.SALE AGREEMENT shall mean the contract of sale entered into or having been entered into between the Buyer and the Organizer.
11. ELECTRONIC SERVICE means an electronic service provided by the Organizer to the User through an online service.
- 12.USER - a person using the online service.
- 13.EVENT - any musical, cultural, sporting or other event organized by the Organizer on a certain day or during a certain period, for which the sale of Tickets through the online service is carried out.
- 14.ORDER means an expression of will of the Buyer, the direct intention of which is to conclude a Purchase and Sale Agreement with the Organizer.

### § 3 Electronic services at Evenzy.io

- 1.Evenzy.io provides the following Electronic Services: Account and Order Form.
- 2.In order to use the Account, the User must complete the following three steps - (1) fill out the registration form, (2) click on the "Register for the Service" field, and (3) automatically click on the confirmation link. In the registration form, the User provides the necessary data (mandatory data is marked accordingly). The User can also create an Account using his Facebook.com account - to do this, select the option "Facebook" and follow the instructions available on its website.
- 3.The User can at any time and without giving a reason delete the Account (cancel the Account) by sending a corresponding request to the Provider, e.g. by e-mail to [info@evenzy.io](mailto:info@evenzy.io).
- 4 The Electronic Services available in the online service are used free of charge if the Service Fee and its amount were not clearly stated when placing the Order using the Order Form. The Customer shall pay the Service Fee only if this was specified when placing the Order.
- 5.In order for Evenzy.io to work properly the following technical requirements are required: (1) computer, laptop or other multimedia device with internet access; (2) access to email; (3) web browser: Mozilla Firefox 17.0 or higher or Internet Explorer 11.0 or higher, Opera 12.0 or higher, Google Chrome 23.0 or higher, Safari 5.0 or higher; (4) recommended minimum screen resolution: 1024x768; and 320px for mobile devices - smartphones (5) Javascript support in web browser. For some features to work properly it is necessary to enable the option of saving and reading cookies on the User's device. For more information, see the Privacy Policy, available here.
- 6.The User shall use the online service in accordance with applicable laws and good manners, taking into account respect for personal rights, copyrights and intellectual property rights of

Evenzy.io and any third parties. The user enters data in accordance with the actual state of affairs. The User is prohibited from submitting illegal content.

## § 4 Ticket buy-sale agreement

1. the Evenzy.io online service is intended to enable its Customers to purchase the Tickets posted by the Organizer and available on the Evenzy.io website.
2. At the latest when the Customer, who is a Consumer, expresses his willingness to undertake the obligations under the Purchase Contract, the Organizer shall notify such Customer in a clear and understandable manner of the necessary information obligations, in particular the Customer shall always be notified of the main features of the Ticket, the total price of the Ticket, including taxes and other fees that the Consumer is obliged to pay, as well as the method of payment.
3. The Customer shall be notified of the total price arising under the Ticket Purchase Agreement, including any applicable taxes, as well as other fees due and their amounts (including, if any, fees for electronic or card payments, delivery charges and Service Charges) in a clear and understandable manner each time the Customer places an Order, before placing the Order and before entering into the Purchase Agreement.
4. The Buyer can place the Order using the Order Form
5. The Sales Contract between the Buyer and the Organizer is concluded after the Buyer places the Order. When placing the Order, the Seller shall immediately confirm the receipt of the Order and, at the same time, accept the Order for execution. The confirmation of receipt of the Order and its acceptance for execution shall be made by sending by the Event Organizer via Evenzy.io to the Buyer an appropriate e-mail to the Buyer's e-mail address specified when creating the account, which shall contain at least a statement by the Event Organizer of receipt of the Order and its acceptance for execution and as confirmation of conclusion of the Sales Agreement.
6. The Sales Contract shall be registered, protected and provided to the Buyer by posting the Terms and Conditions on the page of the Event and sending an email to the Buyer.
7. The organizer of the particular Event may also prohibit the resale of the Tickets, especially the Tickets that are not transferable to other persons.

## § 5 Ticket, ticket format

1. Evenzy.io places Tickets for a specific Event in accordance with a separate cooperation agreement entered into between Evenzy.io represented by Trofimov Kostiantyn and the Event Organizer. Evenzy.io is not an Event organizer.
2. Information about the Tickets, their types, formats and prices, as well as information about the Events is available on the Evenzy.io website on the Event page and is posted by the Event Organizer.
3. the organizer determines the types and prices of Tickets for the Event. The price of the Ticket may include additional fees, such as commission for electronic payments or card payments, delivery costs (for paper Tickets), Service Fee, of which the Buyer shall be notified in a clear

and understandable form when placing the Order, before placing the Order and before entering into the Purchase and Sale Agreement.

4. Evenzy.io enables both individual tickets and group applications (registrations).

5. A person who creates a User Account for group registration of several participants by placing the data of one or more participants must obtain official permission from the persons or official representatives of the persons he/she is registering for the placement of personal data in the registration system.

6. The person who creates an Account for the registration of one or more participants, who registers one or more participants, is not allowed to post personal data of other persons without obtaining official permission from those persons or their official representatives.

7. The person who creates an Account for the registration of one or more participants, registers one or more participants, is considered an official representative of the participants registered by him.

## § 7 Payment methods and conditions

1. In the Evenzy.io online service, payment methods and conditions, control of payment status, management of financial receipts and refunds shall be the responsibility of the Event Organizer. The organizer undertakes to inform on the Event page in the RULES AND CONDITIONS OF EVENT.
2. Evenzy.io online service does not receive any payments from the Buyer, all payments are directly received by the Event Organizer, accordingly, Evenzy.io online service disclaims all financial obligations to the Buyer. The full responsibility for the financial transactions lies with the Organizer.
3. The available payment methods shall be provided to the Buyer each time the Order is placed, prior to placing the Order and concluding the Purchase and Sale Agreement, and they may vary depending on the Event and the time prior to the Event.

## § 8 Monitoring the status of purchased tickets

The status of tickets is monitored exclusively in the User Account. Each User Account has a unique ID number.

## § 9 Complaint Procedure

1. Any complaints related to the operation of the online service may be submitted by the User or the Buyer, by e-mail to: [info@evenzy.io](mailto:info@evenzy.io)
2. The description of the complaint must contain the following information: (1) information and circumstances regarding the subject of the complaint, in particular the type and date of defects or irregularities; (2) the request; and (3) the contact details of the complainant - this will facilitate and accelerate the handling of the complaint by the Seller. The requirements set forth in the preceding sentence may be a recommendation only and should not affect the effectiveness of complaints filed without the recommended complaint description.

3. The complaint will be reviewed no later than fourteen (14) calendar days from the date of filing.
4. Any complaints regarding Sales Contracts, Service Contracts and other complaints should be sent to the Event Organizer, to the addresses listed on the Event page