

## General terms and conditions TMSQR (version Oct 2026)

We are happy that you are interested in TMSQR. We appreciate that you take note of the general terms and conditions that apply to TMSQR. If you would like to know more, you can always contact us at: [info@tmsqr.com](mailto:info@tmsqr.com).

### Article 1 – Definitions

In these general terms and conditions the following definitions apply:

1. **Customer:** the party with whom TMSQR enters into an agreement or to whom TMSQR makes an offer.
2. **TMSQR:** TMSQR B.V., with offices in Leiden (2315 WC) at Dorus Rijkersweg 15, KVK: 62546473.
3. **Agreement:** any agreement concluded between TMSQR and the customer, any amendment or addition thereto, as well as all legal acts in preparation and implementation of that agreement.
4. **SaaS subscription:** the TMSQR app for festivals, venues and artists that is made available to customer by TMSQR as Software-as-a-Service (SaaS). The TMSQR app is made available as a standalone 'white label' app or as an 'in-app' in the TMSQR platform app.

### Article 2 – Applicability

1. These general terms and conditions apply to every offer from TMSQR and to every agreement concluded between TMSQR and the customer, insofar as the parties have not expressly and in writing deviated from these general terms and conditions.
2. The applicability of any purchasing or other terms and conditions of the customer is expressly rejected.

### Article 3 – The agreement

1. In all cases, TMSQR is only bound after it has accepted or confirmed an assignment or arrangement in writing (including by e-mail). Oral commitments only bind TMSQR after it has confirmed them in writing.
2. Quotations or offers, or any part thereof, do not bind TMSQR if there is an obvious mistake or typo.

### Article 4 – Price

1. Unless stated otherwise in writing, the prices quoted by TMSQR are always exclusive of VAT.
2. TMSQR is entitled to index its prices and rates annually in accordance with the CBS consumer price index (CPI). TMSQR is also entitled to charge price increases from third party suppliers.

### Article 5 – Payment

1. Unless otherwise agreed, amounts owed by the customer must be paid within 14 days after the invoice date into the account number specified by TMSQR.
2. In the absence of an agreed payment schedule, all amounts relating to the SaaS subscription provided by TMSQR are payable in advance each calendar year.
3. If the customer does not fulfill his payment obligation(s) on time, he will be in default (*verzuim*) without any notice of default

(*ingebrekestelling*). In that case, the customer owes the statutory commercial interest on the outstanding amount. The interest on the amount due will be calculated from the moment the customer is in default until the moment the full amount is paid.

4. If timely payment is not made, TMSQR is entitled to immediately suspend the execution of the agreement.
5. If the customer is in default (*verzuim*) or defaults in the (timely) fulfillment of his obligations, TMSQR has the right to charge the customer for all costs reasonably incurred in obtaining payment out of court.
6. Customer is never entitled to settlement or suspension of amounts owed to TMSQR.
7. TMSQR may retain the data, documents, software or data files received or realized in the context of the agreement, despite an existing obligation to return or transfer such materials, until the customer has paid all amounts owed to TMSQR.

### Article 6 – Duration of the agreement

1. The SaaS subscription to be provided by TMSQR (and associated support) commences within a reasonable period after entering into the agreement. Unless otherwise agreed, the SaaS subscription commences when TMSQR makes available the means to gain access to the SaaS subscription. The customer ensures that, after entering into the agreement, he provides all data required for the start-up phase in a timely and complete manner, including but not limited to the corporate identity designs, festival, venue and artist info and, where applicable, APIs.
2. The term of the agreement is one year from the start of the SaaS subscription, unless otherwise agreed. The duration of the agreement is tacitly extended each time for the same period, unless the customer or TMSQR terminates the agreement in writing with observance of a notice period of 60 days before the end of the relevant period.

### Article 7 – Terms and deadlines

1. Delivery terms and/or (delivery) deadlines always apply as target dates and will not be considered strict deadlines (*fatale termijnen*).
2. In the event of late delivery or compliance, the customer must notify TMSQR in writing, granting TMSQR a reasonable period to comply. Default (*verzuim*) and the right to terminate (*ontbinding*) only arise when the latter term is also exceeded by TMSQR.

### Article 8 – Confidentiality

1. The parties are obliged to maintain confidentiality of all information from the other party that they know or should reasonably know to be confidential, including in any case financial data and the content of the agreement.

2. The obligations included in this article do not apply if and insofar as provision of the relevant information is necessary pursuant to a court decision, a statutory requirement or for the proper performance of the agreement.
3. If TMSQR carries out work in relation to customer data based on a request or authorized order from a government agency or in connection with a legal obligation, all associated costs will be charged to the customer.

#### **Article 9 – Performance of services**

1. TMSQR will endeavor to provide the services to the best of its knowledge and ability and in a professional and careful manner. All TMSQR services are performed on the basis of a best-efforts obligation (*inspanningsverplichting*), unless and insofar as TMSQR has expressly promised a result in a written agreement and the relevant result is also described with sufficient specificity in the agreement.

#### **Article 10 – SaaS implementation**

1. During the term of the SaaS subscription, the SaaS subscription will be available in the agreed app stores. Unless otherwise agreed, the SaaS subscription is only made available in the Google Play Store and the Apple App Store. The SaaS subscription is offered either as a standalone 'white label' app or as an 'in-app' in the TMSQR platform app.
2. TMSQR may adjust the content or scope of the SaaS subscription. If such adjustments are substantive and result in a change in customer's current procedures, TMSQR will inform the customer about this as soon as possible and the costs of the adjustment will be borne by the customer. In that case, the customer can terminate the agreement (*opzeggen*) in writing on the date on which the adjustment takes effect, unless the adjustment is related to amendments in relevant legislation or other instructions issued by competent authorities or TMSQR bears the costs of the adjustment.
3. TMSQR may continue to provide the SaaS subscription using a new or modified version of the underlying software. TMSQR is not obliged to maintain, modify or add particular features or functionalities of the SaaS subscription specifically for the customer, unless expressly agreed otherwise.
4. TMSQR may temporarily put all or part of the SaaS subscription out of service for preventive, corrective or adaptive maintenance. TMSQR ensures that the period of time during which the SaaS subscription is out of operation does not take longer than necessary and ensures, where possible, that maintenance takes place at times when the SaaS subscription is usually used least intensively.
5. TMSQR is never obliged to provide the customer with a physical carrier or download of the underlying software.

#### **Article 11 – Guarantees**

1. TMSQR does not guarantee that the SaaS subscription is free of errors and functions without any interruptions. TMSQR will make every effort to repair errors in the underlying

software within a reasonable period if and insofar as underlying software is concerned that has been developed by TMSQR itself and the relevant errors have been reported to TMSQR in writing by the customer in detail. Where appropriate, TMSQR may postpone repairing errors until a new version of the underlying software is put into service. TMSQR does not guarantee that errors in parts of the SaaS subscription that have not been developed by TMSQR itself, including errors caused by third-party services and APIs, will be repaired. TMSQR is entitled to implement temporary solutions, program bypasses or problem-avoiding restrictions in the SaaS subscription. If the SaaS subscription, or a part of it, has been developed on customer's instructions, TMSQR may charge the customer for the costs of repair at its usual rates. TMSQR is never obliged to repair imperfections other than those referred to in this article. In the event that TMSQR is prepared to carry out repair activities with regard to such other imperfections, TMSQR is entitled to charge a separate fee for this. Customer indemnifies TMSQR against any claim from a third party in connection with any errors and interruptions in the SaaS subscription.

2. Where these general terms and conditions refer to the term 'errors', this is understood to mean a substantial failure of the SaaS subscription to meet the functional or technical specifications explicitly made known by TMSQR in writing. An error only exists if it can be demonstrated by the customer and if it is reproducible. Customer is obliged to report errors without delay.
3. When customer creates a festival or event on the SaaS subscription, customer guarantees to TMSQR that it has the right to sell the tickets for the festival or event in question and that it plans to fulfil all the obligations arising from holding the festival or event, such as obtaining permits, preparing tax returns and paying tax and any social contributions, paying copyright and related fees, in accordance with applicable laws, rules and regulations.
4. TMSQR endeavours to ensure that the TMSQR platform app complies with applicable laws, rules and regulations. TMSQR does not guarantee that the TMSQR platform app will always be adapted in a timely manner to changes in relevant laws, rules and regulations.
5. The standalone 'white label' app does not make TMSQR's name as supplier explicitly known to users of the app. Customer offers the standalone app to users in its own name and at its own expense and risk. Customer is solely responsible for ensuring that the standalone app complies with all applicable laws, rules and regulations, including consumer and data protection laws. Customer indemnifies TMSQR against any claim from a third party in connection with non-compliance with applicable laws, rules and regulations.

#### **Article 12 – Support**

1. If TMSQR's services under the agreement also include support to users and/or administrators of the SaaS subscription within the customer's

organization, TMSQR will advise online, by telephone or by e-mail about the use and functioning of the SaaS subscription. Customer will describe reports in the context of support as completely and detailed as possible, so that TMSQR is given the opportunity to respond adequately. TMSQR may impose conditions on the reporting method, qualifications and the number of people eligible for support. TMSQR will process properly substantiated requests for support within a reasonable period in accordance with its usual procedures. TMSQR does not guarantee the accuracy, completeness or timeliness of responses or support provided. Support is provided on working days during TMSQR's usual opening hours.

#### **Article 13 – Acceptable use**

1. TMSQR offers the customer the opportunity to upload content, including but not limited to text, images and video, into the SaaS subscription or link to such content via the SaaS subscription. Customer guarantees that such content (i) is not unlawful or discriminatory and does not incite violence; (ii) does not infringe any proprietary rights, including but not limited to the copyright, trademark or trade secret rights, of any third party; (iii) does not infringe the privacy of third parties; (iv) does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content; and (v) is not spam or promotes or facilitates other unlawful acts.
2. TMSQR has the right to refuse, edit or remove content that, in TMSQR's reasonable opinion, violates the above rules.
3. Customer indemnifies TMSQR against any claim from a third party based on the allegation that content uploaded by the customer in the SaaS subscription or to which the customer has linked via the SaaS subscription infringes a right of that third party.

#### **Article 14 – Intellectual property**

1. All intellectual property rights to the digital content made available to the customer under the agreement, such as software, websites and data files, or other materials such as analyses, designs, documentation, reports, quotations, as well as preparatory material thereof, rest exclusively with TMSQR, its licensors or its suppliers. Customer obtains the rights of use that are expressly granted under the agreement concluded between the parties and by law. A right of use granted to the customer is non-exclusive, non-transferable, non-pledgeable (*niet-verpandbaar*) and non-sublicensable.
2. If TMSQR is prepared to undertake to transfer an intellectual property right, such undertaking may only be explicitly effected in writing.
3. TMSQR indemnifies the customer against any claim from a third party which is based on the allegation that software, websites, databases, equipment or other materials developed by TMSQR itself infringe an intellectual property right of that third party, on the condition that the customer immediately informs TMSQR in writing of the existence and content of the

claim and leaves the handling of the claim, including any settlements, entirely to TMSQR.

#### **Article 15 – Termination for cause**

1. If the customer has already received services in performance of the agreement at the time of termination for cause (*ontbinding*), these services and the associated payment obligations cannot be made undone (*ongedaanmaking*), unless the customer proves that TMSQR is in default (*verzuim*) with regard to the essential part of the performance due. Amounts that TMSQR has invoiced before the termination in connection with what it has already properly performed or delivered in the execution of the agreement, remain due without prejudice to the provisions of the previous sentence and become immediately due and payable at the time of termination for cause.

#### **Article 16 – Liability**

1. TMSQR is only liable for direct damage. Liability for indirect damage, including lost profits, consequential damage, losses suffered, missed savings and damage due to business stagnation, is expressly excluded.
2. Any liability for direct damage of TMSQR towards the customer, on whatever grounds, is limited per event (where a related series of events counts as one event) to the price stipulated for that agreement (excl. VAT). If the agreement is mainly a continuing performance agreement with a term of more than six months, the price stipulated for that agreement is set at the total of the fees (excl. VAT) stipulated for twelve months.
3. Under no circumstances will TMSQR's total liability for damage, on whatever legal basis, including obligations to undo within the meaning of Article 6:271 of the Dutch Civil Code, exceed € 25,000.
4. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of TMSQR's management staff.

#### **Article 17 – Force majeure**

1. TMSQR is not obliged to fulfill any obligation towards the customer if it is prevented from doing so as a result of circumstances beyond its control (*overmacht*).
2. TMSQR may suspend its obligations under the agreement during the period that the force majeure situation continues.

#### **Article 18 – Information security**

1. TMSQR will implement reasonable organizational and technical security measures to secure data center facilities, servers, network equipment, storage media and host software systems under TMSQR's control and that are used to provide the SaaS subscription. TMSQR may change these and other security measures from time to time if this is necessary due to changing circumstances.
2. The customer has studied the measures referred to in the previous paragraph, together with any additional security measures, as further agreed, and has concluded that these measures, taking into account the state of the art, the implementation costs, as well as the

nature and extent, the context and the processing purposes – and in combination with the security measures that the customer takes himself – result in an appropriate level of protection.

3. TMSQR does not guarantee that information security is effective under all circumstances.
4. Unless the parties expressly agree otherwise, the customer is responsible for a backup of digital data.
5. The access or identification codes, certificates and other security resources provided to the customer by or on behalf of TMSQR are confidential and will be treated as such by the customer and will only be made known to authorized members from the customer's own organization. TMSQR is entitled to change assigned access or identification codes and certificates. Customer is responsible for managing authorizations and providing and revoking access and authorization codes in a timely manner.

#### **Article 19 – Privacy**

1. Where TMSQR processes personal data on behalf of the customer, in such a way that TMSQR qualifies as the 'processor' within the meaning of the GDPR, the parties will conclude a data processing agreement with each other in accordance with a model to be drawn up by TMSQR that meets the requirements of Article 28(3) GDPR.
2. Where TMSQR processes personal data for its own purposes, such that TMSQR is considered the 'controller' within the meaning of the GDPR, TMSQR will process this data in accordance with its privacy statement. This privacy statement can be consulted on the TMSQR website under the link: <https://tmsqr.com/privacy-policy>.

#### **Article 20 – Governing law and venue**

1. Agreements between TMSQR and the customer to which these general terms and conditions apply are exclusively governed by Dutch law, even if an obligation is fully or partially executed abroad. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention) is excluded.
2. All disputes arising from offers or agreements, however named, will be subject to the judgement of the competent court in The Hague (the Netherlands).
3. Parties will only appeal to the court after they have made every effort to settle a dispute by mutual agreement, whereby they will expressly consider mediation.