

Terms and Conditions EventCHI (End-users)

Private limited company EventX B.V., trading as EventCHI (hereinafter referred to as: EventCHI) is registered with the Chamber of Commerce under number 72745630 and has its registered office at Hofplein 20, 4th floor (3013AK) in Rotterdam.

Article 1 - General

In these general terms and conditions, the following terms are used in the following sense, unless explicitly stated otherwise.

1. **Provider:** the natural or legal person in the exercise of a profession or business offering services to Users through the Application.
2. **Offer:** the offer from a Provider to a User.
3. **Application:** the EventCHI Application that allows the User to make use of the offered Services of Provider(s) or the API's that are integrated in the services of the provider.
4. **Services:** A suite of apps or web services made available via <https://chi.app>, app stores to Users and Providers and facilitating the conclusion of an agreement between the User and Provider.
5. **User:** the natural person who is not acting in the course of a profession or business and who uses the Application.
6. **EventCHI:** the service provider that makes the use of the Application available to a User and a Provider.

Article 2 - Applicability

1. These terms and conditions of use apply to each Agreement between EventCHI and the User and to the use of the Applications by each User.
2. Deviation from these general terms and conditions is not possible.
3. The Applications of EventCHI are in principle not accessible to minors under 12 years old.
4. User must create an account before User can purchase a service from a Provider. This can be done via your telephone number.
5. By booking a Service, the User directly enters into an Agreement with the Provider for the execution of the Offer as chosen by the User. Unless otherwise agreed with the relevant Provider, the User is bound by the Service and is not entitled to a refund by EventCHI of the money that is already paid.
6. As provider of the Applications, EventCHI is not a contracting party to the agreement that may be concluded between the User and the Provider.

Article 3 - Offer

1. EventCHI provides a platform where Users can purchase tickets for events hosted by various Providers and also pay for food, beverages, and other products offered at these events. This is facilitated through connected card (Stripe), Online payments (Stripe) top-ups (Stripe) and non-tradable digital tokens issued and sold by the organizer or venue. Payments are made via a phone (QR) and/or linked 'NFC wearable'. EventCHI aims to make the purchasing process efficient, reducing the time spent on physical transactions and improving the overall event experience.
2. The Offer(s) from the Providers are facilitated by EventCHI. These Offers will be published on the Applications based on the information provided by the Provider. EventCHI shall in no way be liable for the content of the Offer and/or information about the Provider on the Applications.
3. The User acknowledges the content of the Offer as well as their rights and obligations associated with accepting the Offer by purchasing tickets and/or paying for the Provider's service.

Article 4 - Use of the Applications

1. The User is prohibited from copying the content of the Applications and/or reproducing, disclosing, or modifying it in any other way without prior written permission from EventCHI.
2. The User is expressly forbidden to infringe the intellectual property rights of EventCHI and the good name of EventCHI. All intellectual property rights and copyrights in the Applications, including the graphic designs, ideas, etc., related to the Applications, are vested exclusively in EventCHI and are expressly not transferred to the User.
3. User shall ensure that all data, including but not limited to those that EventCHI indicates as necessary or that the User should reasonably understand are necessary for access to and/or use of the Applications, are correctly provided.
4. EventCHI will not be liable for damage of any kind caused by incorrect or incomplete information provided by the User.
5. Users are at all times personally responsible for all data and information that they provide on the Applications or in their account. If a User suspects that the information provided by them is incorrect or incomplete, they shall notify EventCHI immediately and provide the correct information. Users must keep their own data up to date and can change their data in their own account for this purpose.
6. EventCHI reserves the right to modify the Applications and its Services.
7. The User is obliged to respect all technical safeguards and other provisions of the EventCHI Applications, as well as the associated intellectual property rights.

8. User bears an independent responsibility for the use of the Applications. User is at all times obliged to comply with the following rules during the use of the Applications. User must refrain from:
 - a. Publishing and distributing data through the EventCHI Applications in violation of Dutch laws and regulations, including but not limited to data without permission from the copyright holder, defamatory information, or information that insults, discriminates, threatens, is racist in nature, incites hatred, and information that contains child pornography or otherwise criminal pornography. Also, information that violates the privacy of third parties (including stalking), torrents, viruses, spam, backlinks and hyperlinks (which refer to such information on third-party applications), loans, lotteries and/or gambling, drugs, as well as any other type of content that may harm the internet or e-mail traffic of third parties.
 - b. Starting up and/or downloading, whether or not via the Applications itself, processes or programs that the User knows, should know or may reasonably suspect could hinder or damage EventCHI or third parties.
9. EventCHI will not be liable for damage caused by complications associated with the availability or operation of third-party information, as well as damage resulting from the use of the Applications in violation of the conditions or for purposes other than those for which the Applications are intended.
10. EventCHI may request proof of identity from the User for the use of the Applications.

Article 5 - User Accounts

In order to fully use the services offered on the EventCHI applications, the User must create an account.

1. The User is solely responsible for the accuracy of the information they provide during the creation of their account and for keeping this information updated. The User should understand that the provision of incorrect or incomplete information may result in the inability to provide certain services or may affect the level of service provided.
2. The User is responsible for maintaining the confidentiality of their account login information and for all activities that occur under their account. The User agrees to notify EventCHI immediately of any unauthorized use of their account or any other breach of security by email. The email address that can be used is support@chi.app.
3. EventCHI reserves the right to suspend or terminate the account of any User who provides inaccurate, untrue, or incomplete information, or who fails to comply with the account registration requirements.
4. By creating an account, the User agrees to receive periodic communications from EventCHI related to the services provided on the applications, such as transaction confirmations, event updates, promotional messages, and other notifications.
5. Users are prohibited from selling, trading, or otherwise transferring their EventCHI account to another party without the express written permission of EventCHI.

6. EventCHI reserves the right to refuse the registration of an account or to cancel an existing account at its sole discretion.
7. Users must be at least 12 years of age to create an account. By creating an account, the User certifies that they are at least 12 years old.
8. The User has the right to terminate their account at any time. The User understands and agrees that, upon termination of their account, their rights to use the services will cease immediately, and EventCHI will have the right but not the obligation to delete all of the User's information and account data stored on its servers except for data that is required to store by regulators and law.

Article 6 - Application Availability

1. EventCHI makes every effort to ensure the continuous, uninterrupted availability of its applications and services but cannot guarantee this under all circumstances. EventCHI cannot be held responsible for any damages or losses related to any disruption, interruption, or delay in services, or any errors or defects in the applications.
2. EventCHI is entitled to suspend or modify the applications and its services at any time, without prior notice, for operational reasons such as repair, maintenance or improvement, or because of any circumstances beyond its control or because EventCHI considers it necessary to do so.
3. EventCHI cannot guarantee that its applications will be compatible with any particular hardware or software which the User may use.
4. EventCHI reserves the right to limit a User's usage or access to the applications or services at any time, at its sole discretion, to ensure the effective operation of the applications.
5. While EventCHI takes all reasonable steps to ensure that the applications are free from malicious software, it cannot guarantee that any files available for downloading from the applications will be free from infection or viruses, worms, Trojan horses, or other code that may have contaminating or destructive properties. Users are responsible for implementing sufficient procedures and virus checks to satisfy their particular requirements.
6. EventCHI is not involved in any transactions, agreements, contracts, or disputes between Users and Providers. EventCHI bears no responsibility and has no control over the quality, safety, or legality of the events advertised, the truth or accuracy of any content posted by Users, the ability of Providers to provide the events, or the ability of Users to pay for events.

Article 7 - Formation of the Agreement

1. The Agreement is concluded when the User finalizes the Agreement by buying a ticket during the purchase process of an event ticket or a service or product from a Provider via the EventCHI applications.
2. EventCHI will electronically confirm the agreement with the Provider to the User in the apps or at the e-mail address provided by the User.

3. The Agreement can only be executed by the Provider if the User has provided all necessary contact and name details as required by the Provider correctly during the purchase of the Service or the event ticket. The User is obligated to immediately inform EventCHI of any inaccuracies in the payment details provided, or to inform the Provider directly.
4. The User is responsible for ensuring that their contact information, payment methods, and other account details are accurate and up-to-date. EventCHI is not responsible for any issues or damages arising from incorrect or outdated information.
5. The User's purchase of a ticket or service constitutes a direct agreement between the User and the Provider. EventCHI is not a party to this agreement and assumes no responsibility for the fulfillment, quality, safety, legality, or any other aspect of any services or events provided by the Provider.
6. By finalizing the purchase of a ticket or service, the User agrees to abide by the terms and conditions set forth by the Provider, which may include cancellation policies, refund terms, age restrictions, and other rules and restrictions.
7. EventCHI uses Stripe Connect for payment processing. By finalizing the Agreement, the User agrees to be bound by Stripe's Terms of Service, which can be found here: <https://stripe.com/connect-account/legal>.

Article 8 - Cancellation of the Agreement

1. The cancellation policy of the specific Provider applies, and the User is responsible for being aware of and understanding such policies.
2. The Provider has the right to cancel a service or event if the User has not filled in their details completely and/or correctly, or if the User fails to comply with the Provider's terms and conditions.
3. EventCHI reserves the right, on behalf of the Provider, to refuse service or cancel an agreement if EventCHI suspects that there has been misuse or fraudulent activity associated with the User's account.
4. In the event of a cancellation by the User, the User may be eligible for a refund according to the Provider's refund policy. EventCHI does not guarantee that refunds will be issued and is not responsible for processing refunds.
5. In the event of a cancellation by the Provider, the User may be eligible for a refund according to the Provider's refund policy. Refunds will be processed according to the payment method chosen by the User at the time of purchase.
6. EventCHI is not responsible for any losses, monetary or otherwise, that may result from the cancellation of a service or event. It is recommended that Users consider obtaining appropriate insurance where necessary.
7. Any changes or cancellations to the agreement must be communicated to EventCHI and the Provider in a timely manner. EventCHI will not be held liable for any losses incurred due to late or incorrect communication of changes or cancellations by the User.

Article 9 - Payment and Stripe Connect

1. EventCHI utilizes the Stripe Connect platform for managing payments and transactions between Users and Providers. By using the EventCHI Applications, you agree to be bound by Stripe's Terms of Service which can be found at <https://stripe.com/connect-account/legal>.
2. Provider can issue tokens via the EventCHI platform and sell the tokens onsite. These tokens are not tradable and can only be used at the event(s) hosted by Provider. These tokens can be used to pay for food, beverages, and other products. The provider reserves the right to decide whether to offer refunds. If they choose to do so, they are entirely responsible for managing the refund process.
3. In order to purchase tickets or services, or pay for food, beverages, and other products offered by the organizers, Users will need to provide valid payment information. Payments will be processed securely via Stripe Connect or via the tokens issued by Provider.
4. Providers receive payment for their services processed by EventCHI through Stripe Connect and are required to set up their own Stripe account to receive payments. The setup, usage, and any financial transactions via Stripe Connect are governed by the Stripe Connect Account Agreement.
5. EventCHI does not handle or store any credit card or bank information. All payment data is handled by Stripe, in compliance with their strict security standards.
6. In case of any disputes or discrepancies related to payments, Users and Providers should contact Stripe directly as EventCHI has no control over the processing of payments. EventCHI is not liable for any loss that a User or Provider may incur as a result of incorrect payment processing by Stripe.
7. EventCHI reserves the right to suspend or terminate a User or Provider's access to the Applications if there are any unresolved issues related to payments or fraudulent activity related to the User or Provider's Stripe account.
8. Users and Providers must be aware of and comply with all laws, regulations, and tax obligations in their jurisdiction that may apply to their use of Stripe Connect for payments. EventCHI is not responsible for any non-compliance with such laws, regulations, or tax obligations.

Article 10 - Privacy and Data Protection

1. EventCHI is committed to safeguarding the privacy of all Users and Providers who use the Applications. All data is processed in accordance with the applicable data protection laws and regulations.

2. Users and Providers are responsible for ensuring the accuracy of the information they provide to EventCHI. EventCHI cannot be held responsible for any inaccuracies in the information provided by Users or Providers.
3. By using the Applications, Users and Providers consent to the collection, use, and disclosure of their personal information in accordance with EventCHI's Privacy Policy. This policy can be found at <https://chi.app/privacy>.
4. EventCHI uses secure technologies and procedures to protect your personal information from unauthorized access, use, or disclosure.
5. EventCHI may share Users' and Providers' personal data with trusted third parties, such as Stripe, for the purpose of payment processing, as described in Article 9.
6. Users and Providers have the right to access their personal data, as well as to request the rectification, deletion, or restriction of their personal data, in accordance with the terms of EventCHI's Privacy Policy.
7. EventCHI may change the Privacy Policy from time to time. Users and Providers will be notified of any substantial changes and are advised to regularly check the Privacy Policy for updates.

Article 11 - Limitation of Liability

1. EventCHI shall not be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses, resulting from the use of or inability to use the Applications and/or the services.
2. While EventCHI makes every effort to ensure the smooth operation of the Applications, we do not guarantee that the Applications will be uninterrupted or error-free. EventCHI will not be responsible for any service interruptions, including, but not limited to, system failures, or other interruptions that may affect the receipt, processing, acceptance, completion, or settlement of payment transactions.
3. EventCHI is not liable for any damages or losses related to your use or inability to use the Applications. This includes losses resulting from unauthorized access to or alteration of your transmissions or data, fraudulent or otherwise illegal transactions, or any other matter relating to the Applications.
4. EventCHI is not responsible for the actions, content, information, or data of third parties. You release us, our directors, officers, employees, and agents from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties.
5. Notwithstanding any other provision of these terms and conditions, our liability to you for death or personal injury resulting from our negligence or for fraudulent misrepresentation will not be limited.
6. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations in this article may not apply to you.

7. Nothing in these terms and conditions shall affect your statutory rights. For more information about your statutory rights, contact your local consumer advice organization or attorney.

Article 11 - Complaints

1. If a user has a complaint about the services provided by EventCHI B.V. or the EventCHI applications, the user should contact the customer service department as soon as possible. Complaints can be sent to complaints@chi.app. EventCHI B.V. will do its utmost to address and resolve the complaint promptly.
2. Upon receiving a complaint, EventCHI B.V. will confirm receipt and provide an indication of the process and timeframe for resolving the issue.
3. If a user is not satisfied with the resolution of their complaint or the manner in which it was handled, they have the right to escalate the issue within EventCHI B.V. or, if applicable, to bring the issue to a relevant external regulatory or dispute resolution body.
4. EventCHI B.V. takes all feedback seriously and uses it to improve its services and applications.

Article 12 - Dispute Resolution and Applicable Law

1. These Terms and Conditions, as well as any disputes arising out of or in connection with it, shall be governed by the laws of the Netherlands.
2. All disputes arising out of or in connection with these Terms and Conditions shall be first addressed by negotiation and mutual agreement. If the Parties fail to resolve the dispute through negotiation within 30 days of its emergence, the dispute shall be submitted to the competent court in the Netherlands.
3. If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms and Conditions.
4. EventCHI B.V. may change these terms and conditions from time to time. The most recent version of the terms and conditions is always available on the EventCHI website.