



## Terms & Conditions

Whereas Exclusivestream Group OU is intending to sell, by electronic means, tickets to all kinds of events, shows and entertainment packages, and considering that the client is interested in purchasing tickets, the parties agree to the following provisions.

**1. Responsibilities of Exclusivestream Group OU.**

Exclusivestream Group OU will provide the customer with the services previously agreed to on the first page of this document. Also, Exclusivestream Group OU is responsible for managing the transaction and related Customer Services such as but not limited to the delivery of the tickets. Ticket will be understood as any document, regardless of its format, which permits to attend an Event (ordinary ticket, seasonal ticket, Eticket, etc).

**2. Responsibilities of the Client.**

The Customer undertakes the responsibility to pay the full price of the tickets using any of the means and terms of payment stipulated on the first page of this document.

**3. Limitation of Liability.**

Exclusivestream Group OU is not responsible for any changes in the schedule, date, or seat; or for cancellation by the event organizer or promoter. Exclusivestream Group OU is only a provider of information for the events. Therefore, Exclusivestream Group OU does not guarantee that the events are held in the place, date and time stipulated.

**4. Ticket Categories.**

Exclusivestream Group OU can offer the Customer superior-category tickets for a failure to meet the entire demand in the category previously agreed upon, by informing the Client. Exclusivestream Group OU ensures that successive tickets are at a minimum in "pairs", i.e. 2 adjacent localities.

**5. Price and Payment of the Tickets.**

The total amount of the Tickets will be met in full in one payment under the Payment Means and Terms stated in the first page of this document. The Customer shall submit proof of payment made to Exclusivestream Group OU.

**6. Method of Delivery.**

Exclusivestream Group OU reserves the exclusive rights in terms of the form of delivery of the tickets and it will vary under the circumstances and the approximation of the date of the event. The delivery of the tickets can take place up until the day of the event. The Customer must demonstrate conclusively the identity of the person(s) receiving the Tickets. Also, having delivered the Tickets, Exclusivestream Group OU is excluded from any liability or fraudulent use thereof.

**7. Change in the Ticket Details.**

Exclusivestream Group OU is not responsible for any changes of seats, times, dates or cancellations by the event organizer or promoter. After satisfying the purchase, the Customer will own the tickets, so it will be the full responsibility of the customer to verify the seat, time, date and other specifications of the tickets before the arrival of the event.

**8. Cancellations and Modifications.**

Exclusivestream Group OU does not admit cancellations. However, Exclusivestream Group OU, on a case by case basis, at its own criteria and with no obligation before the Client and/or third parties, might provide assistance for situations where cancellations have been requested. Should the Customer wish to change the order, Exclusivestream Group OU must also be notified as soon as possible. Exclusivestream Group OU reserves the right to accept changes and modifications requested by the CLIENT to the Customer's request. If Exclusivestream Group OU does accept the modification, it will notify the Client of any cost that said changes incur, if any.

**9. Behaviour.**

The event organizer or promoter reserves the right to refuse admission to the Customer if the behaviour of the Customer, in the opinion of the promoter or organizer, may cause damage or offense to a third party or the organization itself. Furthermore, the Customer will be responsible for losses, damages, and costs that affect Exclusivestream Group OU resulting from the behaviour. Exclusivestream Group OU may claim the compensation it deems appropriate and necessary.

**10. Access to the Event**

In the event that the Client cannot access the venue due to any reasons other than the event organizer or promoter exercising their right of admission, the Client must inform Exclusivestream Group OU immediately of this fact and request from the event organizer or promoter or organizer a document in which clearly states that the access to the Event was denied as well as the reason why the entrance was not permitted. The document must be sent to Exclusivestream Group OU by the Client as soon as possible.

**11. Indemnification to the Customer.**

In the event that Exclusivestream Group OU fails in delivering all or some of the tickets, the Client will receive compensation for an equivalent number of undelivered tickets.

**12. Duration and Resolution.**

This Agreement shall enter into force upon signature by both Parties and shall take effect until the date of full realization of the obligations under this Agreement. In any event, this Agreement may be terminated without notice if the Customer fails to fulfil an essential obligation. In case of default in paying the full price within the prescribed period or in any of its obligations, Exclusivestream Group OU will cancel this Agreement unilaterally and immediately. This does not exclude that Exclusivestream Group OU can separately claim compensation for other damages or lost profits.

**13. Protection of Data.**

Data provided by the Client will be collected, recorded, and managed by Exclusivestream Group OU for the purposes connected with the implementation of the Present Conditions and the fulfilment of the obligations under Estonian law and Community legislation. The Client is responsible for communicating any changes in data in order to keep them up to date. The conferment of data is strongly required for the execution of the Present Conditions. Some data may be communicated to the transport company or other subsidiaries of or related to Exclusivestream Group OU. The Customer and Exclusivestream Group OU demonstrate compliance with current regulations regarding the protection of personal data and in particular security measures for their files. The liability for breach shall rest upon the party responsible for it and shall not be extended to the Party.

**14. Arbitration.**

Any dispute arising from this Agreement or in relation to it, including any question regarding its existence, validity, or termination, shall be finally settled by arbitration administered by the Law Court of Arbitration of Tallinn, in accordance with the Arbitration Rules in effect the date of the request for arbitration. The venue of arbitration shall be the city of Tallinn, Estonia.