

IIAM. Privacy Policy, Terms and Conditions & Terms and Conditions (App)

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IIAM, Hoefkade 9, 2526 BN, The Hague, Netherlands.

Privacy Policy

Collection and Use of Personal Information

1. Personal information is data that can be used to identify or contact an individual.
2. The User may be asked to provide personal information at any point you are in contact with the IIAM app.
3. IIAM. and its affiliates may share this personal information with each other and use it in consistency with this Privacy Policy.
4. You are not required to provide the personal information that we have requested, but, if you chose not to do so, in many cases we will not be able to provide you with our products or services or respond to any queries you may have.

Below you will find some example on how the personal information that IIAM. may collect and how we use it:

What Personal Information We Collect General

5. When you register with IIAM, we will need to collect a variety of information, including your name, your mailing address, phone number, email address, date of birth, university study.
6. Only through explicit and informed consent from you will we be allowed to collect your information. This consent is considered given when clicking the “consent given” tab within the IIAM App.
7. Your personal information will not be used for anything other than what you have given consent for.

8. If at any time you want to revoke this consent, an email will need to be sent to info@iiam.nl stating this. All the information we have on you will be removed immediately.
9. At any time if you want to know what information IIAM has on you, send an email to info@iiam.nl with this request, and it will be sent to you.
10. In some cases, we may collect credit card information (e.g. your credit card number and expiration date, billing address, etc), which may constitute Personal Data, to secure payments.

Redeeming Deals

11. If you redeem our “Deals”, we collect information about the transaction.

Device Information

12. We also obtain information about the devices you use. Information such as the operating system, hardware and software versions, battery level, signal strength, browser type, app and file names and types, and plugins may be collected.
13. We obtain information about operations and behaviours performed on the device, such as whether a window is foregrounded or backgrounded, or mouse movements (this helps distinguish humans from bots).
14. Unique identifiers and device IDs will be obtained too.
15. Bluetooth signals, and information about nearby Wi-Fi access points, beacons, and cell towers will be collected.
16. Information you allow us to receive through device settings you turn on, such as access to your GPS location, camera or photo.
17. Data from cookies stored on your device, including cookie IDs and settings will be collected.

How We Use Your Personal Information

18. The personal information we collect allows us to keep you up to date on IIAMs latest deals, software updates, and upcoming events.
19. We also use your personal information to help us create, develop, operate, deliver, and improve our products, services, content and advertising, and for loss prevention and anti – fraud purposes.
20. We may use your personal information, including your date of birth, to verify identity, assist with identification of users, and to determine appropriate services. For example, we may use the date of birth to determine the age of the IIAM account holders.
21. From time to time, we may use your personal information to send important notices, such as communications about new deals and changes to our terms and conditions, and policies. This information is important to your interaction with IIAM, and as such you may not opt out of receiving these communications.

Location

22. We use location – related information - such as your current location, where you live, and the businesses you’re near – to provide, personalize, and improve our Product. Location related information could be based on things like your precise device location (if you have allowed us to collect it) and IP addresses.

Product research and development

23. We use the information we have to develop, test, and improve our products (the App and deals), including conducting surveys and research, and testing and troubleshooting new product features.

Promote Safety, Integrity, and Security

24. We use the information we have to verify accounts and activity, combat harmful conduct, detect and prevent spam and other bad experiences, maintain the integrity of our Products, and promote safety and security.

Communicate with You

25. We use the information we have to send you marketing communications, communicate with you about our Products, and let you know about our policies and terms. We also use your information to respond to you when you contact us.

Collection and Use of Non – Personal Information

26. We also collect data in a form that does not, on its own, permit direct association with any specific individual. We may collect, use, transfer, and disclose non – personal information for any purpose.

27. The following are some examples of non – personal information that we collect and how we may use it:

- We may collect information such as post code, unique device identifier, referrer URL, location, and the time zone where an IIAM deal is used so that we can better understand customer behaviour and improve our products, and services.
- We may collect information regarding customer activities on our website, App store, and from other services. This information is gathered and used to help us provide more useful information to our customers and to understand which parts of our App, deals, and services are of most interest. Gathered data is considered non – personal information for the purpose of this Privacy Policy.

- With your explicit consent, we may collect data about how you use your device and applications in order to help app developers improve the app.
28. If we do combine non – personal information with personal information, the combined information will be treated as personal information for as long as it remains combined.

Cookies and Other Technologies

29. IIAM websites, online services, email messages, interactive applications, and advertisements may use “cookies” and other technologies such as pixel tags and web beacons. These technologies help us better understand user behaviour, tell us which parts of our websites people have visited, and facilitate and measure the effectiveness of advertisements and web searches.
30. We treat information collected by cookies and other technologies as non – personal information. However, to the extent that Internet Protocol (IP) addresses or similar identifiers are considered personal information by local law, we also treat these identifiers as personal information. Likewise, to the extent that non – personal information is combined with personal information, we will treat the combined information as personal information for the purposes of this Privacy Policy.
31. IIAM and our partners also use cookies and other technologies to remember personal information when you use our website, online services, and applications. Our goal in these instances is to make your experience with IIAM more convenient and personal. For example, knowing your first name lets us welcome you the next time you visit the IIAM app.

32. If you want to disable cookies, you are able to do so from your web browser. Please note that certain features of the IIAM website will not be available once cookies are disabled.
33. We gather some information automatically and store it in log files. This information includes Internet Protocol (IP) addresses, browser type and language, Internet service provider (ISP), referring and exit websites and applications, operating system, date/time stamp, and clickstream data.
34. We use this information to understand and analyse trends, to administer the site, to learn about user behaviour on the site, to improve our product and services, and to gather demographic information about our user base as a whole. IIAM may use this information in our marketing and advertising services.
35. In some of our email messages, we use a “click – through URL” linked to content on the IIAM website. When customers click one of these URLs, they pass through a separate web server before arriving at the destination page on our website. We track this click – through data to help us determine interest in particular topics and measure the effectiveness of our customer communications. If you prefer not to be tracked this way, please do not click text or graphic links in the email messages.
36. Pixel tags enable us to send email messages in a customer can read, and they tell us whether the mail has been opened. We may use this information to reduce or eliminate messages sent to customers.

Disclosure to Third Parties

37. We work with third – party partners who help us to provide and improve our Products or who use our App to grow their business, which makes it possible to operate our company. We do not sell any of your information to anyone, and we never will. We also impose strict restrictions on how our partners can use and disclose the data we provide.

38. At time IIAM may make certain personal information available to strategic partners that work with IIAM to provide products and services, or that help IIAM market to customers. Personal information will only be shared by IIAM to provide or improve our products, services and advertising; it will not be shared with third parties for their marketing purposes.

Here are the types of third parties we share information with:

Partners who use our analytics services:

39. We provide aggregated statistics and insights that help people and businesses understand how people are engaging with their posts, listings, Pages, videos, and other content on and off Facebook. For example, Page admins and Instagram business profiles receive information about the number of people or accounts that viewed, reacted to, or commented on their posts, as well as aggregate demographic and other information that helps them understand interactions with tier Page or account.

Measurement Partners

40. We share information about you with companies that aggregate it to provide analytics and measurement report to our partners.

Partners offering goods and services with our Products

41. When you subscribe to get tickets for events, or use the in – App deals, the content creator or seller can receive your public information and other information you share with them, as well as the information needed to complete the transaction.

Researchers and Academics

42. We also provide information and content to research partners and academics to conduct research that advances scholarship and innovation that support our business or mission and enhances discovery and innovation on topics of general social welfare, technological advancement, public interest, health and well – being.

Law enforcement or legal requests

43. We share information with law enforcement or in response to legal requests in circumstances.

Legal Basis for Processing Data

44. We collect, use and share the data that we have in ways described below:

- As necessary to fulfil our Terms and Conditions
- Consistent with your consent, which you may revoke at any time through the mechanisms explained above (email to info@iiam.nl)
- As necessary to comply with our legal obligations
- To protect your vital interests, or those of others
- As necessary in the public interest
- As necessary for our (or others') legitimate interest, including our interests in providing an innovative, personalized, safe, and profitable service to our users and partners, unless those interests are overridden by your interest or fundamental rights and freedoms that require protection of personal data.

How Can You Exercise Your Rights Provided under the GDPR?

45. Under the General Data Protection Regulation, you have the right to access, rectify, port and erase your data. You also have the right to object to and restrict certain processing of your data. This includes:
- The right to object to our processing of your data for direct marketing, which you can exercise by emailing info@iiam.nl to delete your info.
 - The right to object to our processing of your data where we are performing tasks in the public interest of pursuing our legitimate interests or those of a third party.

Data Retention, Account Deactivation and Deletion

46. We store data until it is no longer necessary to provide our services and App deals, or until your account is deleted – whichever comes first. This is a case – by – case determination that depends on things like the nature of the data, why it is collected and processed, and relevant legal or operational retention needs.
47. When you delete your account, we will delete all your personal data.

How Do We Respond to Legal Requests or to Prevent Harm?

48. It may be necessary – by law, legal process, litigation, and/or requests from public and governmental authorities within or outside your country of residence – for IIAM to disclose your personal information about you if we determine that for purposes of national security, law enforcement, or other issues of public importance, disclosure is necessary or appropriate.
49. We may also disclose information about you if we determine that disclosure is reasonably necessary to enforce our terms and conditions or protect our operations

or users. Additionally, in the event of a reorganisation, merger, or sale we may transfer any and all personal information we collect to the relevant third party.

50. We access, preserve and share your information with regulators, law enforcement or others:

- In response to a legal request, if we have a good faith belief that the law requires us to do so. We can also respond to legal requests when we have a good faith belief that the response is required by the law in that jurisdiction, affects users in that jurisdiction, and is consistent with internationally recognized standards.
- When we have a good faith belief it is necessary to detect, prevent and address fraud, unauthorized use of our Products, violations of our terms or policies, or other harmful or illegal activity; to protect ourselves (including our rights, property, or Products), you or others, including as part of investigations or regulatory inquiries; or to prevent death or imminent bodily harm.

How Will We Notify You of Changes to this Policy?

51. We will notify you before we make changes to this Policy and give you the opportunity to review the revised Policy before you choose to continue using our Products.

Protection of Personal Information

52. IIAM takes the security of your personal information very seriously. IIAM online services such as the website and app protect your personal information during transit using encryption such as Transport Layer Security (TLS).

53. When your personal data is stored by IIAM, we use computer systems with limited access housed in facilities using physical security measures.

Integrity and Retention of Personal Information

54. IIAM makes it easy for you to keep your personal information accurate, complete, and up to date. We will retain your personal information for the period necessary to fulfil the purposes outline in this Privacy Policy unless a longer retention period is required or permitted by law.

Access to Personal Information

55. You can ensure that your contact information and preferences are accurate, complete, and up to date by contacting us by email info@iiam.nl

56. For other personal information we hold, we will provide you with access (including a copy) for any purpose including to request that we correct the data if it is inaccurate or delete the data if IIAM is not required to retain it by law or for legitimate business purposes.

57. We may decline to process requests that are frivolous, jeopardize the privacy of others, are extremely impractical, or for which access is not otherwise required by local law. Access, correction of deletion request can be made via email (again email?).

Location – Based Services

58. To provide location – based services on IIAM deals, apps, website, and our partners may collect, use, and share precise location data, including the real – time geographic location of your computer or device.

59. Where available, location – based services may use GPS, Bluetooth and your IP Address, along with crowd – sourced Wi – Fi hotspot and cell tower location, and other technologies to determine your devices’ approximate location.
60. Unless you provide explicit consent, this location data is collected anonymously in a form that does not personally identify you and is used by IIAM and our partners to provide and improve location – based products and services. For example, your device may share its geographic location with application providers when you opt in to their location services.

Third – Party Sites and Services

61. IIAM website, products, apps, and services may contain links to third – party websites, products, and services. Our products and services may also use or offer products or services from third parties.
62. Information collected by third parties, who may include such things as location data or contact details, is governed by their privacy practices. We encourage you to read their privacy practices.

Our Companywide Commitment to Your Privacy

63. To make sure your personal information is secure, we communicate our privacy guidelines to IIAM employees and strictly enforce privacy safeguards within the Company.

Privacy Questions

64. If you have any questions or concerns about IIAM’s Privacy Policy or data processing or if you would like to make a complaint about a possible breach of local privacy laws, please email at info@iiam.nl.

65. When a privacy question or access/download request is received we have a dedicated team, which sorts through the contacts and seeks to address the specific concern or query, which you are seeking to raise.
66. Where your issue may be more substantive in nature, more information may be sought from you.
67. All such substantive contacts receive a request. If you are unsatisfied with the reply receive, you may refer your complaint to the relevant regulator in The Hague. If you ask us, we will attempt to provide you with information about relevant complaint avenues, which may be applicable to your circumstances.
68. IIAM may update its Privacy Policy from time to time. When we change the policy in a material way, a notice will be posted on our website along with the updated Privacy Policy.

Terms & Conditions IIAM

Definitions

1. General Terms and Conditions
 - These General Terms and Conditions apply to every legal relationship between the Client and an Organiser with regard to the matters governed by these terms and conditions.
 - The general terms and conditions apply in accordance with the provisions of Sections 231-234, Book 6 of the Dutch Civil Code.
2. “IIAM”
 - International I AM.
3. Organiser
 - IIAM, a company residing at Hoefkade 9, The Hague, 2526BN, Netherlands.
4. Venue
 - The location of the event as per the booking confirmation.
5. Client
 - Any natural person, corporate or unincorporated body (whether or not having separate legal personality) contracting for the organisers.
6. Ticket Holder
 - Any individual that receives tickets as part of the Booking.
 - This party is designated by law as “counterparty” in Section 231(C), Book 6 of the Dutch Civil Code.
7. Terms
 - These booking terms and conditions.
8. Locker
 - A locker is a storage area for objects, clothes, bags, cash and/or securities of the Visitor.

Applicability

9. All bookings accepted by us and arrangements made by us are subject to these terms and conditions.
10. Our terms and conditions prevail over the terms and conditions of the Client.
11. These General Terms and Conditions are also available on the Website and the Visitor can save them for subsequent examination as referred to in Section 243(2), Book 6 of the Dutch Civil Code.

Applicable law and jurisdiction

12. The Client recognizes that the Event is held in the Netherlands and is therefore covered under Dutch law.
13. The assigned court will be the court in The Hague.

Amendment of the Terms

14. These General Terms and Conditions may be amended from time to time.
15. An amended version will then be published on the Website. The amended terms and conditions will apply from the publication date.
16. If the Visitor does not wish to accept the amended terms and conditions, he must immediately inform the organiser.

Disclosure and Confidentiality

17. The Client shall keep in strict confidence all technical or commercial information, specifications, processes or initiatives that are of a confidential nature and have been disclosed to the Client by IIAM.
18. The Client may disclose such information:
 - to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the Client's obligations under this Contract; and

- as may be required by law, court order or any governmental or regulatory authority.
19. The Client shall not use any such information for any purpose other than to perform its obligations under these terms

Conditions for visiting events

20. General

- Application is to all admission tickets and accordingly forms an integral part of all agreements for the sale, and delivery of admission tickets for Events wherever these have or will be held.
- The Visitor accepts the content of these terms and conditions by acquiring and/or using an admission ticket, entering the Event venue and/or taking note of them via the Website. This also applies if an admission ticket is obtained via third parties in any way.

21. Admission Tickets

- Access to an Event is only obtained by showing a valid and an undamaged admission ticket. Valid tickets come in the form of e – tickets and hard copy printouts.
- Visitors wishing to enter the Event may be requested and will then be obliged to show proof of identity due to checks on the age limit. In the event, after entry, the Visitor leaves the Event or its location, the admission ticket will automatically lose its validity.
- People under the age of 18 will be refused entry. The Organiser will not be obliged to refund the admission fee.
- Admission tickets are and remain the property of the Organiser. The admission ticket gives the Visitor the right to attend the Event. Access is

given only to the first holder of the admission ticket scanned at the entrance of the Event. The Organiser presumes that the holder of the admission ticket is also the person who has the right to it. The Organiser is not obliged to perform any further verification of valid admission tickets. The Visitor must take the responsibility for ensuring that he/she is and remains the (sole) holder of the admission ticket issued by the Organiser or by an advance sales address that it has engaged.

- As of the time that the admission ticket has been provided to the Visitor, the Visitor bears the risk of any loss, theft, damage or misuse of the admission ticket.
- The admission ticket is only supplied once and gives access to only one person.
Admission tickets cannot be returned.
- The Organiser reserves the right to set a maximum on the number of admission tickets to be ordered by a Visitor, in that case the Visitor is obliged to comply with such maximum number.
- Solely purchases at the authorized (pre) sale websites or with the Organiser guarantee the validity of the admission tickets. The burden of proof in this regard rests on the Visitor.
- The admission ticket may consist of a barcode provided to the Visitor via electronic communication (e-mail). In the event the Visitor has chosen to receive the admission ticket in this manner, the Visitor must ensure that the admission ticket can be provided by electronic communication and that it can be provided in a safe manner. The Organiser cannot guarantee the confidentiality of the issued admission ticket or guarantee the receipt of the admission ticket. Scanning the admission ticket from a mobile device of the Visitor is done at the sole risk of the Visitor. Organiser cannot be

held liable in the event the ticket cannot be scanned and the Visitor is not entitled to a refund of the admission fee and/or compensation in this case.

- Free admission tickets are only valid until the time that is specified on them. After the time, the ticket is still valid for the Event however, additional charges will incur.

22. Resale

- Admission tickets for the Event may not in any way be resold by the Visitor in the context of commercial purposes.
- The Visitor is not allowed to make copies of the admission ticket.
- The Visitor is not allowed to make any type of advertising or any other kind of publicity relating to the event or any part of it.
- The Visitor who transfers on his admission ticket to a third party is obliged to impose on the one to whom he transfers the admission ticket the obligations that rest on him as Visitor, as reflected in these terms. Transferor remains responsible vis-à-vis the Organiser for the compliance of this person with the same obligations.
- Should the Visitor not comply with the provisions of these terms, the Organiser is entitled to invalidate/cancel the admission tickets or refuse the Visitor (further) access to the Event without the Visitor being entitled to reimbursement of the amount that he has paid the Organiser, directly or via an advance sales website, for the admission ticket (including the service charges). The holders of any such admission tickets will be denied entry to the Event, without any right to compensation.

23. Prohibited Items

- Visitors may not bring, either for himself or another person or have in his possession at the Event venue:
 - i. Glassware

- ii. Plastic bottles
 - iii. Beverages
 - iv. Food
 - v. Drugs (among other drugs that are listed in I and II of the Opium Act)
 - vi. Nitrous Oxide (cartridges)
 - vii. Cans
 - viii. Fireworks
 - ix. Animals
 - x. Weapons and/or dangerous objects
 - xi. Professional video and camera equipment
- Bringing any of these will confiscate these items and they will not be returned.
 - Specific venues may also add additional policies, which apply to this article, in which case, that also apply to the event.
 - Any Visitor who breaches this prohibition may be refused entry or further access without any right to a refund of the admission fee or may be removed from the event. Police and authorities may also be contacted if necessary. Confiscated items will be destroyed.

24. Searches

- The Organiser is entitled to search or arrange for Visitors to the Event to be searched before entering and/or during the Event. If the Visitor refuses to be searched, he may be refused entry to the Event or may be immediately removed from the Event, without any right to a refund of the admission fee.
- It is down to the discretion of the security team to assess whether individuals are deemed fit to enter the Event. This meaning Visitors who are too intoxicated, rude, and aggressive may not be allowed into the Event.

25. Refusal of entry

- The Organiser generally reserves the right to refuse specific people entry or further access to the Event or to remove them from the Event and/or hand the Visitor over to the police if it deems this necessary for maintaining public order and safety during the Event and/or there is a violation of an article from these terms.
- This also applies if a Visitor wears or carries clothing, texts or signs which, in the opinion of the Organiser, may be offensive, discriminating, insulting to or cause aggression or unrest among other Visitors or does not comply with dress code as specified by the Organiser, as well as to undressing during the Event (including but not limited, for instance, to exposing the upper part of the body). Even if an admission ticket is likely to be counterfeit, the Organiser is entitled to refuse to admit the holder of this admission ticket to the event without the Visitor or this holder being able to claim any compensation for any loss that this may cause him or restitution of the admission fee.

26. Personal liability

- The Visitor enters the Event/Venue at their own discretion and risk.
- Organiser cannot be held liable for any damage, which the Visitor has suffered in this regard.
- The Visitor is aware that loud music will be played during the Event. The Visitor is also aware that there is lighting and strobe lighting during the Event. It is advised that Visitors take reasonable rests throughout the Event in areas where there is quieter music and no light animation. The Organiser accepts no liability for hearing loss, damage to sight, blindness and/or other bodily injury and/or damage of goods, such as but not limited

to clothing, whether or not brought by other visitors to the Event. It is recommended to wear ear protection if necessary.

27. Smoking Areas

- Smoking is only prohibited outside, unless the Venue has designated smoking areas. Smoking inside the Venue, where there is no smoking area, is against the law and Visitors will be warned, and at times removed from the Event.

28. Programming

- The Organiser will aim for the Event programme to be carried out in accordance with the announced schedule as far as possible. It is however not liable for deviations from this. The Organiser is not liable for the content of the Event programme or how it is performed, expressly including the length of the programme/performances by artists. The starting time mentioned on the admission ticket is subject to change.
- Security cameras may be present at the Event venue.

29. Tokens

- Some Events work on the basis of tokens. Tokens purchased during an Event will only be valid for that Event.
- The Organiser will under no circumstances refund the purchase price of tokens after the Event.
- The Event Venue can use different methods, such as a cashless system. In that case, the general terms and conditions of the Event venue will apply with regard to payment options during and after the Event. These conditions may differ from what is stated in these Terms.

30. Lockers

- The Venue has the choice to provide the Visitor with the possibility to rent lockers at certain Events. In case of no lockers, there will be a cloakroom supplied by the Venue.

- If the Venue provides lockers, the Visitor will receive a personal key/code. With this key/code, the Visitor is able to operate the locker.
- On the use of the locker by the Visitor additional general terms (of a third party) may apply, to which general terms the Visitor agrees at the time of renting the locker.

31. Offers

- The Organiser at Events makes certain offers. These offers have been agreed on together with the Venue. All offers are valid for the night of the Event. They will expire at the end of the Event, the same offer may be made again but the rules of validity stay the same as abovementioned.
- Unless otherwise stated, all prices are inclusive of VAT.

32. Professional Image and Sound Recordings

- The performers (artists) and/or Organiser are authorised to make or arrange for image and/or sound recordings to be made of the Event and the Visitors to the Event. They are able to reproduce and/or publicise or arrange for the publication of these recordings in any form and in any manner.
- By obtaining an admission ticket to the Event and/or entering the Venue, the Visitor consents to the aforementioned recordings being made and to the proceeding production and publication, and use of thereof, in the broadest sense, without the Organise or any of its affiliated companies being liable to pay any compensation to him at any time.
- No unauthorised professional image and sound recording is allowed unless the Organiser gives consent in written form. No subsequent professional video publication is allowed unless authorised by the Organiser.

33. Postponing or Cancelling of Event

- The Organiser will not be responsible for damage arising from moving or cancelling the Event, as referred to above. If the Event is moved or

cancelled, the Organiser will publicise this fact as far as possible in the manner that it deems appropriate, including through mentioning the applicable terms for a refund on the Website. The Organiser is only obliged in case of full cancellation to refund the admission fee as mentioned on the admission ticket, but not the service- and/or transaction fees and any incurred travel and accommodation costs, to the Visitor at his request. This applies in the event the admission ticket was bought by the Visitor at the authorized (pre) sale website of the Organiser.

- In the event the Event has to be cancelled due to or in connection with force majeure, the Organiser will be required to refund only a part of the fee as specified on the admission ticket, or, failing that, only a part of the fee (excluding service costs) that the Visitor has paid via the authorized (pre) sale website. Service costs or other damages will not be refunded. Neither is the Visitor able to claim (replacement) access to a different event.
- In the event the Event is rescheduled by the Organiser due to or in connection with force majeure, the admission ticket will remain valid for the new date that the Event is moved to. If the Visitor is not able to attend the Event on the new date, he is entitled to submit his ticket at the (pre) sale address against refund of the fee as stated on the admission ticket, or, failing that, only a part of the fee (excluding service costs) that the Visitor has paid via the authorized (pre) sale website. This refund will only take place if the Visitor is able to deliver a valid and undamaged admission ticket on time to the (pre) sale website.
- Notification of postponement or cancellation will be made on the Event page, website, and IIAM Facebook page.

34. Force Majeure

- In case of force majeure in the broadest sense, which in this regard also includes strikes, terrorist threat, decision to cancel by the competent authority, fire, bad weather conditions, etc., the Organiser will be entitled to move the Event to another date or location or to cancel the Event.
- Announcement of this force majeure cancellation or postponement will be made on the Event page and Website.

Invoicing and Payment Conditions

35. Invoicing and payment of Clients is subject to individual agreements. There is no set condition for the payment of services rendered.
36. It is up to the artist/performer to agree on the conditions with the Organiser.

Conditions for Services or Products supplied by Third Parties

37. Third party terms and conditions and agreements

- The Visitor is linked in some cases via the Website to the website of a third party if this third party is responsible for performing a specific service or supplying a certain Product. This is visible when the Visitor enters into any distance purchase contract with this third party.
- If the Visitor proceeds to purchase a Product or Service from this third party, any terms of that party will be applicable thereto and the Visitor will enter into a purchase contract with this party. This third party is then liable for the fulfilment of any obligation towards the Visitor.
- Although the Organiser chooses all third parties concerned with care, it is not a party to any agreement between the Visitor and this third party. The Visitor indemnifies the Organiser against any claim for costs or damage that may arise from an agreement with this third party. Any applicable general terms and conditions of the third party may always be requested on the website of this third party.

Contact Details

38. The Website of the relevant Organiser clearly states the address and contact details of the Organiser that is responsible for the content of its Website. In the event this information cannot be found on the Website, the Visitor may request the Organiser by email to clarify this.

Invalidity and Written Form:

39. If any provision of these Terms should be partially or completely invalid or unenforceable, or should later lose their legal effect, the validity of the remaining terms shall not be affected. Amendments and addenda to the Terms must be made in written form. Any plea of verbal modification to the contract is expressly waived.

Force Majeure

40. Notwithstanding its possible other rights, the Organiser is entitled in case of force majeure to postpone the performance of any agreement or to terminate it out of court, without being liable to pay any compensation. Force majeure includes any breach that cannot be attributed to the Organiser, because it is not accountable by law, a legal act or according to generally accepted standards.

Intellectual Property Rights

41. Everything that is published on the Website or the IIAM Facebook page belongs to the Organiser including downloads, promotion videos, after movies, logos, designs, drawings, and trademarks forms part of the intellectual property of the Organiser or any licensor thereof by law or on the basis of an agreement.

42. The Visitor must recognise these intellectual property rights at all times and observe and comply with all restrictions placed on the use of protected works by law.
43. The provisions of the Dutch Copyright Act and other intellectual property laws apply fully at all times to any use and take precedence over these user rules:
- The Visitor may only make normal private use of an Event after he has paid for it in the normal way indicated on the Website. Any act of the Visitor, which circumvents, changes or otherwise avoids the method of payment is prohibited. The Visitor may not otherwise reproduce, alter, upload, play in public, display, make available to third parties, perform, sell, resell, misuse, etc. a download or any other material from the Website as all these acts are reserved for the entitled parties. The Visitor may not adjust, circumvent, decrypt, encrypt or disrupt any software, files or payment procedures;
 - The security method as applied to software also explicitly belongs to the protected portions of the Website;
 - The delivery of any file purchased by the Visitor does not entail any assignment or licensing of a right to the Visitor to promote or exploit that file.
44. If it is established that a Visitor has breached the statutory rules, the Organiser is within its rights to inform the entitled party hereof, which can then institute legal action against the Visitor.

Data Protection

45. By submitting registration details, Visitors agree to allow IIAM a to contact you as required for the organisation and administration of the event.
46. IIAM will not share any personal details acquired.

Terms and Conditions (App)

Terms of Use

1.1. By downloading, accessing, or using this Mobile Application, you agree to be bound by these Terms and Conditions of Use.

1.2. We reserve the right to amend these terms and conditions at any time.

1.3. If you disagree with any of these Terms and Conditions of Use, you must immediately discontinue your access to the Mobile Application and your use of the services offered on the Mobile Application.

1.4. Continued use of the Mobile Application will constitute acceptance of the Terms and Conditions, as may be amended from time to time.

Definitions

2.1. In these Terms and Conditions of use, the following bolded terms shall have the following meanings, except where the context otherwise requires:

“Account”

Means an account created by a User on the Mobile Application as part of the registration.

“Material”

Any text or image (including photographs) submitted.

“Mobile Provider”

Your own, personal, mobile network provider.

“Provider”

Refers to any entity whose products or samples can be purchased and/or redeemed via the Mobile Application.

“Privacy Policy”

Means the privacy policy set out in *** of these Terms and Conditions.

“Redeem/Redemptions”

Means to redeem a Provider’s products or samples of these Terms and Conditions.

“Register”

Means to create an Account on the Mobile Application and “Registration” means the act of creating such an Account.

“Samples”

Means samples of Provider’s products and/or services, including without limitation, any vouchers for the redemption of such services, and “Sample” means any one of them.

“Services”

Means all the services provided by IIAM via the Mobile Application to User, and “Service” means any one of them.

“Users”

Means users of the Mobile Application, including you and “User” means any one of them.

General Terms About the Mobile Application and The Services

3.1. Applicability of the Terms and Conditions:

The use of any Services and/or the Mobile Application and the making of any Redemptions are subject to these Terms and Conditions of Use.

3.2. App and Related Terms

Depending on the version of the Application you have downloaded, these App Terms incorporate Apple’s or Google Android’s terms and conditions and privacy policies (“Platform Terms”). If there is any conflict between these App Terms and the Platform Terms, then these App Terms will prevail.

We may from time to time vary these App Terms.

Please check these App Terms regularly to ensure you are aware of any variations made by us. If you continue to use this App, you are deemed to have accepted

such variations. If you do not agree to such variations, you should not use the App.

3.3. Location:

The Mobile Application, the Services and any Redemptions are intended solely for the use by Users who access the Mobile Application in the Netherlands. We make no representation that the Services (or any goods or services) are available or otherwise suitable for use outside of the Netherlands.

3.4. Scope:

The Mobile Application, the Service and any Redemptions are for your non – commercial, personal use only and must not be used for business purposes.

3.5. Prevention of use:

We reserve the right to prevent you using the Mobile Application and the Service (or any part of them) and to prevent you from making any Redemptions.

3.6. Equipment and Networks:

The provision of the Services and the Mobile Application does not include the provision of a mobile telephone or handheld device or any other necessary equipment to access the Mobile Application or the Services or to make any Redemptions.

To use the Mobile Application or Services or to make Redemptions, you will require Internet connectivity. You acknowledge that the terms of agreement with your Mobile Provider will continue to apply when using the Mobile Application.

As a result, you may be charged by the Mobile Provider for access to network connection services for the duration of the connection while accessing the Mobile Application or any such third-party charges as may arise.

You accept responsibility for any such charges that arise. Additionally, you may use a Wi-Fi connection, in which case the same responsibility is reliant on you.

3.7. Permission to use Mobile Application:

If you are not the Bill payer for the mobile telephone or handheld device being used to access the Mobile Application, it will be assumed that permission has been received from the bill payer for using the Mobile Application.

3.7. License to Use Material:

By submitting any Material via the Application, you represent that you are the owner of the Material or have proper authorization from the owner of the Material to use, reproduce, and distribute it.

Redemptions

4.1. Need for Registration:

You must Register to make a Redemption from the Mobile Application

4.2. Application of these Terms and Conditions of Use:

By making any Redemption, you acknowledge that the Redemption is subject to these Terms and Conditions of Use.

4.3. Redemption:

Any attempted Redemption not consistent with these Terms and Conditions of Use may be disallowed or rendered void at our relevant Provider's discretion.

4.4. Restrictions:

- (a) Reproduction, sale, resale, or trading of any products or Samples or Redeemed products is prohibited.
- (b) If any product or Sample is Redeemed for less than its face value, there is no entitlement to a credit, cash or Sample equal the difference between the face value and the amount Redeemed.
- (c) Redemption of products or Samples is subject to availability of the relevant Provider's stocks.

Location Alerts and Notifications

5.1. You agree to receive pre – programmed notifications (“Location Alerts”) on the Mobile Application from Merchants if you have turned on locational services on your mobile telephone or other handheld devices (as the case may be).

User Obligations

6.1. Provider terms:

You agree to (and shall) abide by the terms and conditions of the relevant Provider for which your Redemption relates to, as may be amended from time to time.

6.2. Accurate information:

You permit that all information provided on Registration and contained as part of your Account is true, complete, and accurate and that you will promptly inform us of any changes to such information by updating the information in your Account.

6.3. Content on the Mobile Application and Service:

It is your responsibility to ensure that any products, Samples or information available through the Mobile Application or the Services meet your specific requirements before making any Redemption.

6.4. Prohibitions in relation to usage of Services or Mobile Application:

Without limitation, you undertake not to use or permit anyone else to use the Services or Mobile Application –

6.4.1. Send or receive any material which is threatening, grossly offensive, of an indecent, obscene or menacing character, blasphemous or defamatory of any person, in contempt of court or in breach of confidence, copyright, rights of personality, publicity or privacy or any other third-party rights;

6.4.2. Send or receive any material for which you have not obtained all necessary licences and/or approvals (from us or third parties); or which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party in any country in the world;

6.4.3. Send or receive any material, which is technically harmful (including computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data);

- 6.4.4. Cause annoyance, inconvenience or needless anxiety;
- 6.4.5. To intercept or attempt to intercept any communications transmitted by way of a telecommunications system;
- 6.4.6. For a purpose other than which we have designed them or intended them to be used;
- 6.4.7. For any fraudulent purpose;
- 6.4.8. Other than in conformance with accepted Internet practices and practices of any connected networks;
- 6.4.9. In any way which is calculated to incite hatred against any ethnic, religious or any other minority or is otherwise calculated to adversely affect any individual, group or entity; or
- 6.4.10. In such a way as to, or commit any act that would or does, impose an unreasonable or disproportionately large load on our infrastructure.

6.5. Prohibitions in relation to usage of Service, Mobile Application:

Without limitation, you further undertake not to or permit anyone else to:

- 6.5.1. Furnish false data including false names, addresses and contact details and fraudulently use credit/debit card numbers;
- 6.5.2. Attempt to circumvent our security or network including to access data not intended for you, log into a server or account you are not expressly authorised to access, or probe the security of other networks (such as running a port scan);
- 6.5.3. Execute any form of network monitoring which will intercept data not intended for you;
- 6.5.4. Enter into fraudulent interactions or transactions with us or a Provider (including interacting or transacting purportedly on behalf of a third party where you have no authority to bind that third party or you are pretending to be a third party);
- 6.5.5. Extract data from or hack into the Mobile Application

6.5.6. Use the Services or Mobile Application in breach of these Terms and Conditions of Use;

6.5.7. Engage in any unlawful activity in connection with the use of the Mobile Application or the Services; or

6.5.8. Engage in any conduct which, in our exclusive reasonable opinion, restricts or inhibits any other customer from properly using or enjoying the Mobile Application or Services.

Rules about Use of The Service and The Mobile Application

- 7.1. We will use reasonable endeavours to correct any errors or omissions as soon as practicable after being notified of them. However, we do not guarantee that the Services or the Mobile Application will be free of faults, and we do not accept liability for any such faults, errors or omissions. In the event of any such error, fault or omission, you should report it by contacting us at admin@iiam.nl
- 7.2. We do not warrant that your use of the Services or the Mobile Application will be uninterrupted, and we do not warrant that any information (or messages) transmitted via the Services or the Mobile Application will be transmitted accurately, reliably, in a timely manner or at all. Notwithstanding that we will try to allow uninterrupted access to the Services and the Mobile Application, access to the Services and the Mobile Application may be suspended, restricted or terminated at any time.
- 7.3. We do not give any warranty that the Services and the Mobile Application are free from viruses or anything else, which may have a harmful effect on any technology.
- 7.4. We reserve the right to change, modify, substitute, suspend or remove without notice any information or Services on the Mobile Application from time to time. Your access to the Mobile Application and/or the Services may also be occasionally restricted to allow for repairs, maintenance or the introduction of

new facilities or services. We will attempt to restore such access as soon as we reasonably can. For the avoidance of doubt, we reserve the right to withdraw any information or Services from the Mobile Application at any time.

- 7.5 We reserve the right to block access to and/or to edit or remove any material, which in our reasonable opinion may give rise to a breach of these Terms and Conditions of Use.

Suspension and Termination

8.1. If you use (or anyone other than you, with your permission uses) the Mobile Application, any Services in contravention of these Terms and Conditions of Use, we may suspend your use of the Services and/or Mobile Application.

8.2 If we suspend the Services or Mobile Application, we may refuse to restore the Services or Mobile Application for your use until we receive an assurance from you, in a form we deem acceptable, that there will be no further breach of the provisions of these Terms and Conditions of Use.

8.3 IIAM. shall fully co-operate with any law enforcement authorities or court order requesting or directing IIAM. to disclose the identity or locate anyone in breach of these Terms and Conditions of Use.

8.4 Without limitation to anything else in this Clause 8, we shall be entitled immediately or at any time (in whole or in part) to: (a) suspend the Services and/or Mobile Application; (b) suspend your use of the Services and/or Mobile Application; and/or (c) suspend the use of the Services and/or Mobile Application for persons we believe to be connected (in whatever manner) to you, if:

8.4.1 you commit any breach of these Terms and Conditions of Use;

8.4.2 we suspect, on reasonable grounds, that you have, might or will commit a breach of these Terms and Conditions of Use; or

8.4.3 We suspect, on reasonable grounds, that you may have committed or be committing any fraud against us or any person.

8.5 Our rights under this Clause 8 shall not prejudice any other right or remedy we may have in respect of any breach or any rights, obligations or liabilities accrued prior to termination.

8.6. Renewal of the subscription is presumed and will be done so until the User terminates the renewal.

8.7. The method for termination of the subscription of the Mobile Application is via email, written mail, online form.

8.8. Termination will take place immediately.

8.9. After cancellation, all private user data will be deleted immediately.

Disclaimer and Exclusion of Liability

9.1. The Mobile Application, the Services, the information on the Mobile Application and use of all related facilities are provided on an “as is, as available” basis without any warranties whether express or implied.

9.2. To the fullest extent permitted by applicable law, we disclaim all representation and warranties relating to the Mobile Application and its contents, including in relation to any inaccuracies or omissions in the Mobile Application, warranties of merchantability, quality, accuracy, availability, non – infringement or implied warranties from course of dealing or usage of trade.

9.3. We do not warrant that the Mobile Application will always be accessible, uninterrupted, timely, secure, error free or free from computer virus or other invasive or damaging code or that the Mobile Application will not be affected by any acts of force majeure events, including inability to obtain or shortage of necessary materials, equipment facilities, power or telecommunications, lack of telecommunications equipment or facilities and failure of information technology or telecommunications equipment or facilities.

- 9.4 While we may use reasonable efforts to include accurate and up-to-date information on the Mobile Application, we make no warranties or representations as to its accuracy, timeliness or completeness.
- 9.5 We shall not be liable for any acts or omissions of any third parties howsoever caused, and for any direct, indirect, incidental, special, consequential or punitive damages, howsoever caused, resulting from or in connection with the Mobile Application and the services offered in the mobile application, your access to, use of or inability to use the Mobile Application or the services offered in the Mobile Application, reliance on or downloading from the Mobile Application and/or services, or any delays, inaccuracies in the information or in its transmission including but not limited to damages for loss of business or profits, use, data or other intangible, even if we have been advised of the possibility of such damages.
- 9.6 We shall not be liable in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof, for any indirect, consequential, collateral, special or incidental loss or damage suffered or incurred by you in connection with the Mobile Application and these Terms and Conditions of Use. For the purposes of these Terms and Conditions of Use, indirect or consequential loss or damage includes, without limitation, loss of revenue, profits, anticipated savings or business, loss of data or goodwill, loss of use or value of any equipment including software, claims of third parties, and all associated and incidental costs and expenses.
- 9.7 The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer that cannot be excluded or limited are affected.
- 9.8 Notwithstanding our efforts to ensure that our system is secure, you acknowledge that all electronic data transfers are potentially susceptible to interception by others. We cannot, and do not, warrant that data transfers pursuant to the Mobile Application, or electronic mail transmitted to and from us, will not be monitored or read by others.

Intellectual Property Rights

- 11.1 All editorial content, information, photographs, illustrations, artwork and other graphic materials, and names, logos and trade marks on the Mobile Application are protected by copyright laws and/or other laws and/or international treaties, and belong to us and/or our suppliers, as the case may be. These works, logos, graphics, sounds or images may not be copied, reproduced, retransmitted, distributed, disseminated, sold, published, broadcasted or circulated whether in whole or in part, unless expressly permitted by us and/or our suppliers, as the case may be.
- 11.2 Nothing contained on the Mobile Application should be construed as granting by implication, estoppel, or otherwise, any license or right to use any trademark displayed on the Mobile Application without our written permission. Misuse of any trademarks or any other content displayed on the Mobile Application is prohibited.
- 11.3 We will not hesitate to take legal action against any unauthorised usage of our trademarks, name or symbols to preserve and protect its rights in the matter. All rights not expressly granted herein are reserved. Other product and company names mentioned herein may also be the trademarks of their respective owners.

Amendments

- 12.1 We may periodically make changes to the contents of the Mobile Application, including to the descriptions and prices of goods and services advertised, at any time and without notice. We assume no liability or responsibility for any errors or omissions in the content of the Mobile Application.
- 12.2 We reserve the right to amend these Terms and Conditions of Use from time to time without notice. The revised Terms and Conditions of Use will be posted on

the Mobile Application and shall take effect from the date of such posting. You are advised to review these terms and conditions periodically as they are binding upon you.

Applicable Law and Jurisdiction

- 13.1. The Mobile Application is only valid in the Netherlands. The Services, and Redemptions are only valid within the Netherlands.
- 13.2. 13.2 You accept and agree that both you and we shall submit to the exclusive jurisdiction of the court of The Hague, Netherlands, in respect of any dispute arising out of and/or in connection with these Terms and Conditions of Use.

Privacy Policy

- 14.1 Access to the Mobile Application and use of the Services offered on the Mobile Application by IIAM, and/or its group of companies is subject to this Privacy Policy. By accessing the Mobile Application and by continuing to use the Services offered, you are deemed to have accepted this Privacy Policy, and in particular, you are deemed to have consented to our use and disclosure of your personal information in the manner prescribed in this Privacy Policy and for the purposes set out in Clauses 3.7 and/or 4.1. We reserve the right to amend this Privacy Policy from time to time. If you disagree with any part of this Privacy Policy, you must immediately discontinue your access to the Mobile Application and your use of the Services.
- 14.2 As part of the normal operation of our Services, we collect, use and, in some cases, disclose information about you to third parties. Accordingly, we have developed this Privacy Policy in order for you to understand how we collect, use, communicate and disclose and make use of your personal information when you use the Services on the Mobile Application:-

(a) Before or at the time of collecting personal information, we will identify the purposes for which information is being collected.

(b) We will collect and use of personal information solely with the objective of fulfilling those purposes specified by us and for other compatible purposes, unless we obtain the consent of the individual concerned or as required by law.

(c) We will only retain personal information as long as necessary for the fulfilment of those purposes.

(d) We will collect personal information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual concerned.

(e) Personal information should be relevant to the purposes for which it is to be used, and, to the extent necessary for those purposes, should be accurate, complete, and up-to-date.

(f) We will protect personal information by reasonable security safeguards against loss or theft, as well as unauthorized access, disclosure, copying, use or modification. We are committed to conducting our business in accordance with these principles in order to ensure that the confidentiality of personal information is protected and maintained.

Contact

15.1. If you have any questions regarding our Terms and Conditions, you can email us at admin@iiam.nl.

Disclaimer of Liability **you will not be held liable for any damages that arise from the use of your app.**

Common points mentioned in this clause include no liability for:

Loss of data

Conduct of third parties

Inability to access the app

Copyright infringement of others

Any other damages that may occur