

Terms for Organizers

Version 6 · in force from October 12, 2026 at 1:19 PM

The Czech version is legally binding.

This is an English translation provided for convenience. The Czech version is legally binding; in case of any discrepancy, the Czech version prevails.

These terms govern the use of the Tickender platform by event organizers. The platform is operated by **ALDY tech and development s.r.o.**, Company ID (IČO) 29811422, registered office at Sokolská 1883/8, Nové Město, 120 00 Prague 2, Czech Republic, entered in the Commercial Register kept by the Municipal Court in Prague, Section C, Insert 452791 ("Tickender"). Contact: support@tickender.com, phone +420 774 683 171.

1. Definitions

- **Organizer** — a legal entity or a self-employed natural person with an assigned Company ID (IČO), registered in a public register or record in the Czech Republic, that offers tickets for its events through the platform.
- **Buyer** — a person who buys a ticket through the platform.
- **Ticket price** — the final price set by the organizer for the buyer, including VAT if the organizer is a VAT payer.
- **Service fee** — Tickender's consideration for its service to the buyer (processing the order, issuing and delivering the ticket), charged on top of the ticket price in accordance with the Price List.
- **Payment partner** — a licensed payment service provider through which Tickender arranges the acceptance of payments. The current payment partner and the terms of its service are set out in Annex 2.
- **Payment account** — the organizer's account with the payment partner, into which buyers pay and from which payouts and refunds are made.
- **Commission** — Tickender's remuneration for arranging sales in accordance with the Price List or the Contract Parameters.
- **Commission discount** — a discount on the commission that Tickender grants to the organizer in the amount of the payment partner's fee for the payment, up to the amount of the commission (clause 7.2).
- **Compensation** — the amount by which the payment partner's fee for the payment exceeds the commission, which Tickender pays to the organizer (clause 7.2).
- **Tickender's Remuneration** — the total of the service fees and the commission after the discount, including VAT on the commission after the discount if Tickender is a VAT payer, less the compensation, in accordance with the Price List. The payment partner deducts it automatically from each payment; if the payment partner's actual fee is higher than the standard rate, Tickender returns the difference to the organizer's payment account (top-up).
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Top-up — the part of Tickender's Remuneration that Tickender returns to the organizer's payment account after the payment as an additional commission discount or as compensation, so that the organizer receives its share under the Price List or the Contract Parameters (by default 93% of the ticket price, less any VAT on the commission after the discount) even when the payment partner's fee is higher.

- **Payout** — a transfer of funds from the payment account to the organizer's bank account.

2. Contractual documents and their order of precedence

2.1 The contract between Tickender and the organizer consists of: (a) these terms including their annexes — Annex 1: Price List, Annex 2: Payment Services and Annex 3: Data Processing Clause, (b) the organizer's Contract Parameters, if agreed, and (c) Addenda.

2.2 **Contract Parameters** are individual deviations from the Price List agreed with a specific organizer (e.g. a different commission rate). An **Addendum** is an arrangement for the organizer's entire account or for a specific event, with a defined validity. Contract Parameters and Addenda are displayed in the portal and come into existence when the organizer accepts them electronically. Tickender may also set Contract Parameters that are exclusively in the organizer's favour (in particular a lower commission) unilaterally; they take effect when displayed in the portal and notified by e-mail to the organization's administrators, and the organizer's acceptance is not required.

2.3 In the event of conflict, the following order of precedence applies: an Addendum for a specific event › an Addendum for the account › Contract Parameters › Price List › these terms. In matters of the payment partner's service, Annex 2 prevails.

3. Account and organization

3.1 Only a legal entity or a self-employed natural person with an assigned Company ID (IČO), with its registered office or place of business in the Czech Republic, may be an organizer; natural persons without an IČO cannot be organizers. By registering and creating an organization you confirm that you are authorized to act on behalf of the organizer.

3.2 Before setting up the payment account, the organizer enters its Company ID (IČO) in the portal. Tickender verifies in the public ARES database that the organizer exists, has not been dissolved and is not in liquidation, and has its registered office or place of business in the Czech Republic, and takes over from there its identification and billing details (name, legal form, registered office, IČO, VAT ID (DIČ)). If the organizer does not pass the verification, the payment account cannot be set up. If ARES is temporarily unavailable, the organizer may enter the details manually and Tickender will verify them later. The organizer must reflect any change in its details in the portal without delay; a change of IČO is made by Tickender at the organizer's request.

3.3 An organization is a separate space with its own events, tickets, customers and settings. An Administrator manages the organization in full; a Checker only has access to entrance check-in. You are responsible for the conduct of the persons to whom you grant access as if it were your own.

4. Position of the parties

4.1 The seller of the tickets and the party to the contract with the buyer for attending the event is the organizer. The organizer authorizes Tickender, **in the organizer's name and on the organizer's account**, to offer tickets, arrange the conclusion of contracts with buyers, accept orders, issue and deliver tickets, communicate with buyers about the event and make refunds in accordance with these terms. Tickender does not represent the buyer in these contracts.

4.2 Buyers' payments are received **by the organizer into its own payment account** with the payment partner. Tickender neither receives nor manages buyers' funds; it only gives the payment partner instructions in accordance with these terms (in particular for payouts and refunds).

4.3 The service fee is the consideration for Tickender's own service to the buyer. The buyer pays it together with the ticket price in a single payment into the organizer's payment account; the organizer receives this part on Tickender's behalf and agrees that the payment partner transfers it to Tickender as part of Tickender's Remuneration.

5. Obligations of the organizer

5.1 The organizer is responsible in particular for:

- holding the event, its programme, venue, safety and any permits required by law;
- the accuracy and completeness of information about the event, including the price, capacity, admission restrictions and event terms;
- setting the ticket price as the final price for the buyer (including VAT if it is a VAT payer);
- at the request of a buyer who is an entrepreneur or a legal entity, issuing to that buyer, without undue delay and no later than within 15 days, a document for the purchase of the tickets (a tax document if the organizer is a VAT payer);
- the tax treatment of the ticket price, including VAT if it is a VAT payer;
- refunding the ticket price to buyers if the event is cancelled or changed, and having sufficient funds in the payment account for that purpose;
- handling complaints about the event that Tickender passes on to it.

5.2 The organizer must not sell tickets for events with unlawful, misleading, hateful or pornographic content, for events it does not organize itself or is not authorized to sell, or tickets for activities excluded by the payment partner (for Stripe, the list of restricted and prohibited businesses: <https://stripe.com/legal/restricted-businesses>).

5.3 The organizer shall notify Tickender without undue delay of any cancellation, postponement or significant change of an event.

6. Payment account and payment partner

6.1 After the verification under clause 3.2 and before starting to sell paid tickets, the organizer sets up a payment account through the portal and undergoes verification (KYC) with the payment partner. The organizer enters into the payment account agreement directly with the payment partner; its terms and the organizer's obligations towards the payment partner are set out in Annex 2.

6.2 The organizer agrees that Tickender and the payment partner may share data about the organizer, its business and its transactions to the extent necessary to set up and operate the payment account, to prevent fraud and to comply with legal obligations. The organizer undertakes to provide Tickender and the payment partner with true and complete information and to update it without delay.

6.3 Selling paid tickets is possible only while the payment partner has activated the payment account and has not restricted it. Tickender reserves the right to request additional information about the event or the organizer and not to start sales until it is provided.

6.4 The payment partner may, in accordance with its terms, restrict the payment account, create a reserve or suspend payouts. Such measures do not constitute a breach of Tickender's obligations.

7. Commission, service fee and Tickender's Remuneration

7.1 The amount of the commission, the service fee, the commission discount and the compensation for the payment partner's fees, and the calculation of Tickender's Remuneration, are set out in the Price List (Annex 1) or, where applicable, in the Contract Parameters or an Addendum. The commission is calculated from the final ticket price including VAT if the organizer is a VAT payer, after any discount. The rates in effect at the time the order is created apply; the rates applied are stored with each order.

7.2 The payment partner deducts Tickender's Remuneration automatically from each payment. The payment partner deducts its fees from the organizer's payment account. Tickender grants the organizer a **commission discount** equal to the payment partner's fee for the payment (according to the standard rate; if the actual fee is higher, equal to the actual fee), up to the amount of the commission. If the fee exceeds the commission, Tickender pays the difference to the organizer as **compensation**. As a result, the organizer receives from each payment at least its share under the Price List or the Contract Parameters (by default 93% of the ticket price), regardless of the buyer's card type or payment method, less any VAT on the commission after the discount if Tickender is a VAT payer.

7.3 Neither the commission, the service fee (including VAT on them) nor the payment partner's fee is refunded when the ticket price is refunded to the buyer or in the case of a disputed payment (chargeback), unless the refund was made for reasons on Tickender's side. The top-up remains with the organizer.

8. Payouts

8.1 The organizer authorizes Tickender to manage payouts from the payment account. The payment partner's automatic payouts are switched off; Tickender initiates payouts as follows:

- **Payout after the event at the organizer's request:** no earlier than 48 hours after the end of the event, the organizer may request in the portal a payout of the funds from ticket sales for that event. Tickender approves the request and initiates the payout without undue delay, usually within 2 business days. The amount paid out is the amount the payment partner has already made available for payout; the organizer may request the remainder once it becomes available.
- **At the latest within the payment partner's time limit:** funds cannot be held in the payment account for longer than the payment partner allows (90 days for Stripe). When this time limit approaches, Tickender creates a payout request on behalf of the organizer and initiates the payout, even if the event has not yet taken place.

8.2 Tickender may refuse or delay a payout request in whole or in part only for the following reasons: an open dispute (chargeback) or unresolved refunds relating to the event, cancellation or significant change of the event, reasonable suspicion of fraud or of a breach of these terms, a restriction of the payment account by the payment partner, or a request from a public authority. Tickender will inform the organizer of the reason in the portal and by e-mail.

8.3 Tickender does not pay out amounts corresponding to open disputes (chargebacks) relating to the event until they are closed. Funds for a cancelled event are not paid out until the ticket prices have been refunded to buyers; the remainder is paid out afterwards.

8.4 If funds were paid out before the event (clause 8.1), the organizer remains obliged to provide funds for refunding ticket prices if the event is cancelled or changed.

8.5 The organizer can see payouts and their status in the portal. Payouts are free of charge and are made only to a bank account held in CZK; instant payouts are not available. The organizer manages the bank account for payouts itself through the portal; any change of it is verified by the payment partner.

9. Cancellation and change of events, refunds, chargebacks

9.1 If an event is cancelled, Tickender refunds the ticket price to buyers on the organizer's behalf within 14 days of the announcement of the cancellation. If an event is postponed or significantly changed, Tickender refunds the ticket price to buyers who request it within 14 days of the announcement of the change, unless the event terms provide for a procedure more favourable to buyers.

There must be sufficient funds in the payment account for refunding ticket prices. Because the organizer received from each payment its share under the Price List or the Contract Parameters (by default 93% of the ticket price) and the buyer is refunded the full ticket price, the organizer pays the difference (equal to its commission, by default 7% of the price of the refunded tickets, plus VAT on the commission after the discount if Tickender is a VAT payer) from its own funds. Tickender shows the missing amount to the organizer in the portal, and the organizer tops up the payment account without undue delay, no later than 3 business days after being asked to do so. The organizer is liable to buyers and to Tickender for any damage caused by not topping up the funds in time.

9.2 Refunds are made from the organizer's payment account. The organizer may also refund a payment itself in the portal; the ticket thereby becomes invalid.

9.3 Disputed payments (chargebacks) and the related fees of the payment partner are borne by the organizer. When a dispute is opened, the payment partner deducts from the organizer's payment account the entire disputed payment (including the service fee) and the dispute fee under Annex 2. Tickender's Remuneration is not refunded in the event of a dispute. Tickender informs the organizer of the dispute by e-mail and in the portal, draws its attention to the deadline for responding and enables it to submit evidence in the portal. The organizer is responsible for responding in time.

9.4 If the funds in the payment account are insufficient to make refunds or to cover disputes, a negative balance arises, which the payment partner sets off against further income or recovers from the organizer under Annex 2. The organizer must settle it without undue delay.

10. Statements and invoices

10.1 For each calendar month, Tickender issues to the organizer a summary document (invoice) by the 15th day of the following month; the document is available in the portal. It contains in particular the commission, the discount equal to the payment partner's fees including top-ups, the compensation in excess of the commission, the tax base and VAT (if Tickender is a VAT payer), the total Tickender's Remuneration deducted by the payment partner and, for information, the service fees received on Tickender's behalf. If Tickender is not a VAT payer, the document is not a tax document. Together with the document, Tickender makes available an overview of ticket sales and refunds for the month.

10.2 Tickender's Remuneration is paid by being deducted by the payment partner; nothing is paid separately. Prices under the Price List charged to the organizer are stated exclusive of VAT. As at the effective date of these terms, Tickender is not a VAT payer and does not charge VAT. If it becomes a VAT payer, it will add VAT at the statutory rate to the prices charged to the organizer from the day it became a VAT payer and will notify the organizer of this by e-mail and in the portal without undue delay. Adding VAT is not a change of these terms under clause 13. The service fee paid by the buyer is a final price; if Tickender is a VAT payer, it includes VAT.

10.3 Documents for the payment partner's fees are issued to the organizer by the payment partner and are available in the portal.

10.4 The organizer is responsible for tax documents towards buyers. Tickender will state in the order confirmation the organizer's details and its contact e-mail for requesting a document.

11. Personal data

11.1 The organizer is an independent controller of the data of the buyers and attendees of its events. Tickender is the controller of data about the platform, about buyers for the purposes of its own service and about the organizer; with respect to data it processes for the organizer on the organizer's instructions, it is a processor under Annex 3 (Data Processing Clause).

11.2 The organizer undertakes to use buyers' contact details only for the purposes of the event concerned and for marketing communications only with consent given to its organization, to include an unsubscribe link in every communication and to handle data subjects' requests within the time limits under the GDPR.

12. Suspension and termination

12.1 Tickender may suspend sales for an event or the entire organization if the organizer breaches these terms, the law or the payment partner's terms, if there is a reasonable suspicion of fraud, if Tickender finds that the organizer does not meet the conditions of clause 3.1 or that its details with the payment partner differ materially from the details in a public register or in ARES, or if required by the payment partner or a public authority. Tickender will inform the organizer of the reason unless prohibited by law.

12.2 Tickets already sold remain valid. Termination of the cooperation does not extinguish obligations towards holders of tickets sold, obligations relating to refunds and disputes, or the settlement of Tickender's Remuneration.

12.3 Either party may terminate the contract in writing (including by e-mail or in the portal) with a notice period of 1 month. Tickender may terminate it without notice in the event of a material breach of these terms by the organizer.

13. Changes to the contractual documents

13.1 Tickender may change these terms, including their annexes. It will notify the change by e-mail to the organization's administrators **at least 15 days** before it takes effect; the e-mail contains a summary of the change and a link to the new version. A shorter period is possible if the change is required by law or by the payment partner, or if the change is exclusively in the organizer's favour. Adding VAT under clause 10.2 is not a change of the terms.

13.2 If the organizer does not agree with the change, it may terminate the contract by e-mail to support@tickender.com before the change takes effect, without penalty; until termination, the previous version applies. If it continues to use the platform after the effective date, it is deemed to have accepted the change (Section 1752 of the Czech Civil Code, Article 3 of Regulation (EU) 2019/1150).

13.3 Contract Parameters and Addenda may be changed only by agreement, i.e. by the organizer's electronic acceptance of the new version. The previous rates apply to orders created before the change takes effect. This does not apply to Contract Parameters set unilaterally in the organizer's favour under clause 2.2. When their validity ends (e.g. upon expiry of the period stated in the portal), the Price List applies from the following day; Tickender will notify the organizer of this by e-mail at least 15 days in advance.

13.4 The website always shows the version of these terms in force with its effective date and, where applicable, an announced future version. The version accepted by the organizer, the date and the person who accepted it are permanently available in the organization settings.

14. Liability

14.1 Tickender provides the platform as is and uses reasonable efforts to keep it available. It is not liable for damage caused by an outage of third-party services (payment partner, e-mail delivery provider, Telegram, wallet providers) or for measures taken by the payment partner under clause 6.4.

14.2 Tickender's total liability to the organizer is limited to the amount of Tickender's Remuneration for the 12 months preceding the occurrence of the damage. The limitation does not apply to damage caused intentionally or through gross negligence, or to liability that cannot be limited by law.

15. Conclusion of the contract and final provisions

15.1 The contract is concluded by electronic acceptance of these terms, including their annexes, in the portal. Tickender records the person, the time and the versions of the accepted documents and sends the organizer a confirmation with links to the accepted version.

15.2 Matters not governed by these terms are governed by the law of the Czech Republic, in particular the Civil Code. Sections 1799 and 1800 of the Civil Code on adhesion contracts do not apply. Disputes will be resolved by the court having subject-matter and local jurisdiction in the Czech Republic.

Annex 1: Price List

Individual deviations may be agreed in the Contract Parameters or in an Addendum; otherwise this Price List applies.

1. Standard prices

Item	Standard
Tickender commission	7% of the final ticket price (including any VAT of the organizer), exclusive of VAT; reduced by the discount equal to the payment partner's fee (clause 7.2)
Organizer receives	93% of the ticket price regardless of the card type or payment method; if Tickender is a VAT payer, less VAT on the commission after the discount (an organizer that is a VAT payer can deduct it)
Service fee (paid by the buyer)	3% of the ticket price in the order, at least CZK 15 per order; final price for the buyer
Free tickets	no commission and no service fee
Discounts (promo codes)	both the commission and the service fee are calculated from the ticket price after the discount
Payout	at the organizer's request no earlier than 48 hours after the end of the event; at the latest within the payment partner's time limit (90 days from the payment for Stripe)
Payout fee	free of charge; only to a bank account held in CZK
Currency	CZK
VAT	Prices charged to the organizer are exclusive of VAT. Tickender is currently not a VAT payer; if it becomes one, it will add VAT (clause 10.2). The service fee is a final price.

2. How Tickender's Remuneration is calculated

With each payment, the payment partner automatically deducts:

- its own fee — from the organizer's payment account according to its rates;
- Tickender's Remuneration = service fee + (commission – discount) + VAT on (commission – discount) if Tickender is a VAT payer – compensation in excess of the commission,**
where discount = the payment partner's fee according to the standard rate stated in Annex 2, up to the amount of the commission, and compensation = the part of that fee exceeding the commission.

If the payment partner's actual fee is higher than the standard rate (e.g. a premium or corporate card, a card issued outside the EEA), Tickender automatically returns the difference (an increase of the discount or of the compensation, and the corresponding reduction of VAT) to the organizer's payment account without undue delay after the payment (top-up). If the actual fee is lower, the difference belongs to the organizer.

As a result, **at least the organizer's share always remains in its payment account — by default 93% of the ticket price, or the share under the Contract Parameters**, less any VAT on the commission after the discount.

Amounts are calculated in hellers (hundredths of a crown); the organizer's share is rounded in its favour.

3. Examples (7% commission, standard Stripe rate 1.5% + CZK 6.50; amounts in CZK)

a) Tickender is not a VAT payer (current situation)

Tickets	Card	Buyer pays	Stripe fee	Top-up	Organizer receives	Tickender's Remuneration
100	EEA, standard	115.00	8.23	0.00	93.00	13.77
300	EEA, standard	315.00	11.23	0.00	279.00	24.77
300	EEA, premium / corporate (2.8%)	315.00	15.32	4.09	279.00	20.68
300	non-EEA (3.15%)	315.00	16.42	5.19	279.00	19.58
1,000	EEA, standard	1,030.00	21.95	0.00	930.00	78.05

b) Tickender is a VAT payer (21%)

Tickets	Card	Buyer pays	Stripe fee	Commission discount	Compensation	VAT on commission after discount	Top-up	Organizer receives	Tickender's Remuneration
100	EEA, standard	115.00	8.23	7.00	1.23	0.00	0.00	93.00	13.77
300	EEA, standard	315.00	11.23	11.23	0.00	2.05	0.00	276.95	26.82
300	EEA, premium / corporate (2.8%)	315.00	15.32	15.32	0.00	1.19	4.95	277.81	21.87
1,000	EEA, standard	1,030.00	21.95	21.95	0.00	10.09	0.00	919.91	88.14

Example for CZK 1,000: commission CZK 70.00 – discount CZK 21.95 = CZK 48.05; VAT at 21% = CZK 10.09. Tickender's Remuneration = 30.00 + 48.05 + 10.09 = CZK 88.14; the organizer receives 1,030.00 – 21.95 – 88.14 = CZK 919.91 and, if it is a VAT payer, deducts CZK 10.09. Tickender pays the VAT included in the CZK 30 service fee (CZK 5.21); the price for the buyer does not change. For a CZK 100 ticket the discount covers the entire commission, the VAT base is zero and the result is the same in both regimes.

4. Refunds and disputes

When the ticket price is refunded to a buyer, neither the commission, the service fee nor the payment partner's fee is refunded, unless the refund was made for reasons on Tickender's side; the top-up remains with the organizer. The refunded ticket price is paid from the organizer's payment account. Example: a CZK 300 ticket with a 7% commission; the organizer received CZK 279 from the payment

and the buyer is refunded CZK 300; the organizer pays the difference of CZK 21 (if Tickender is a VAT payer, the organizer received CZK 276.95 and the difference is CZK 23.05).

In the case of a disputed payment (chargeback), the entire payment including the service fee and the dispute fee under Annex 2 is deducted from the organizer's payment account; Tickender's Remuneration is not refunded.

Annex 2: Payment Services

This annex describes Tickender's current payment partner. If the payment partner changes, Tickender will issue a new version of the terms following the procedure in clause 13.

1. Current payment partner

The payment partner is **Stripe** — Stripe Payments Europe, Limited, 1 Grand Canal Street Lower, Grand Canal Dock, Dublin, D02 H210, Ireland, a payment service provider supervised by the Central Bank of Ireland, together with its affiliates ("Stripe").

2. Stripe terms

2.1 Payment processing services for organizers on the Tickender platform are provided by Stripe and are subject to the Stripe Connected Account Agreement, which includes the Stripe Services Agreement (collectively, the "Stripe Terms").

2.2 By agreeing to these terms or continuing to operate as an organizer on the Tickender platform, the organizer agrees to be bound by the Stripe Terms, as the same may be modified by Stripe from time to time. As a condition of Tickender enabling payment processing services through Stripe, the organizer agrees to provide Tickender accurate and complete information about itself and its business, and authorizes Tickender to share it and transaction information related to its use of the payment processing services provided by Stripe.

2.3 The organizer also accepts the Stripe Terms directly in the payment account setup wizard in the Tickender portal.

3. Data protection at Stripe

If the organizer provides personal data in connection with setting up and using the payment account, Stripe receives and processes that data in accordance with its Privacy Policy.

4. How the service works

4.1 The organizer's payment account is an account with Stripe connected to the Tickender platform (a "connected account"). The organizer manages it exclusively in the Tickender portal; it has no separate access to the Stripe interface.

4.2 Verification of the organizer (identification, beneficial owners, bank account) is carried out by Stripe. Stripe may contact the organizer directly or through the portal and request additional information or documents.

4.3 Buyers pay by card, Apple Pay, Google Pay or Link. The payment is the organizer's payment; on the buyer's statement it appears as "ORGANIZER ABBREVIATION* TICKENDER". The organizer enters the abbreviation (2–10 characters, Latin script) when setting up the payment account.

4.4 **Stripe fees** are deducted by Stripe from the organizer's payment account according to its rates. The standard rate from which the commission discount (or compensation) is calculated at the time of payment: **1.5% + CZK 6.50** per payment with a standard EEA card. Higher rates apply, among others, to premium and corporate EEA cards (2.8% + CZK 6.50), UK cards (2.5% + CZK 6.50) and cards issued outside the EEA (3.15% + CZK 6.50); Tickender returns the difference compared with the standard rate to the organizer as a top-up (an increase of the commission discount or compensation) in accordance with the Price List. Documents for Stripe fees are available in the portal in the Documents section.

4.5 **Payouts.** Automatic payouts are switched off and payouts are initiated by Tickender in accordance with clause 8 of the terms. Stripe allows funds to be held in a connected account for no more than 90 days; Tickender always pays them out within this period. Payouts are free of charge for the organizer. Payouts are made only to a bank account held in CZK; instant payouts are not available.

4.6 **Negative balance and risks.** Stripe is responsible for losses from negative balances towards Stripe; Stripe is entitled to set off a negative balance against the organizer's further income or to recover it from the organizer, including by debiting its bank account, and may create a reserve or restrict payouts in accordance with the Stripe Terms.

4.7 **Disputes (chargebacks).** When a dispute is opened, Stripe deducts from the organizer's payment account the disputed amount (the entire payment) and a dispute fee according to Stripe's current rates (CZK 550 at the time these terms were issued). If the organizer responds to the dispute, Stripe charges a further fee according to its rates (CZK 550 at the time of issue), which it refunds if the dispute is decided in the organizer's favour; the disputed amount is also returned in that case. The organizer responds to disputes in the portal within the deadline set by Stripe.

4.8 Support for the payment account is provided to the organizer by Stripe through the "Contact support" links in the portal; all other support is provided by Tickender at support@tickender.com.

Annex 3: Data Processing Clause

This annex governs the processing of personal data that ALDY tech and development s.r.o., Company ID (IČO) 29811422 ("Tickender"), carries out for the organizer as a processor under Article 28 GDPR.

1. Scope

1.1 The organizer is the controller and Tickender the processor to the extent that Tickender processes data of attendees and buyers **solely on the organizer's instructions**, in particular: attendee lists and the attendee data required by the organizer, answers to additional questions, entrance check-in, data export, the organizer's communication with attendees and the sending of the organizer's marketing communications.

1.2 This clause does not apply to processing for which Tickender is an independent controller (operation of the platform, orders and Tickender's service to buyers, accounting, security), nor to processing by the payment partner, which is an independent controller.

1.3 If the organizer connects an AI assistant (e.g. ChatGPT or Claude) to the platform, the connection is the organizer's instruction for Tickender to pass data, to the extent chosen by the organizer, to the operator of that assistant. The operator of the assistant is not Tickender's sub-processor under clause 5 but a recipient chosen by the organizer; the organizer is responsible for its relationship with the operator and for the legal basis for passing on data of buyers and attendees. The organizer may remove the connection at any time in the portal. Tickender keeps records of the assistant's calls for 90 days and makes them available to the organizer in the portal.

2. Subject matter, duration and nature of the processing

2.1 Categories of data subjects: buyers and attendees of the organizer's events, members of the organizer's team. Categories of data: identification and contact data, data on tickets and check-in, data required by the organizer, consents to the organizer's marketing communications. Duration: for the term of the contract and until the data is deleted or returned under clause 7 of this annex.

3. Instructions and confidentiality

3.1 Tickender processes data only on documented instructions from the organizer, which the organizer gives through settings and actions in the portal and through this clause, unless the processing is required by EU or Member State law. Persons with access to the data are bound by confidentiality.

4. Security

4.1 Tickender takes appropriate technical and organizational measures under Article 32 GDPR, in particular role-based access control, encryption in transit, backups, logging of actions and incident response procedures.

5. Sub-processors

5.1 The organizer gives a general authorization to engage sub-processors. Their current list is set out in the Privacy Policy. Tickender informs the organizer by e-mail of any intended change at least 14 days in advance; the organizer may object on reasonable grounds and, if the objection is not resolved, terminate the contract.

5.2 Tickender imposes the same data protection obligations on sub-processors and is responsible for their compliance.

6. Assistance and incidents

6.1 Tickender provides the organizer with reasonable assistance in handling data subjects' requests, in data protection impact assessments, in consultations with the supervisory authority and in complying with obligations under Articles 32 to 36 GDPR.

6.2 Tickender informs the organizer of a personal data breach concerning data processed for the organizer without undue delay, no later than 48 hours after becoming aware of it.

6.3 Tickender makes available to the organizer the information necessary to demonstrate compliance with this clause and allows audits to a reasonable extent, after prior notice and at the organizer's expense.

7. End of processing

7.1 After the contract ends, Tickender, at the organizer's choice, deletes the data processed solely for the organizer or makes it available to the organizer for export, within 90 days, unless further retention is required by law. This does not affect processing for which Tickender is an independent controller.