

Purchase Terms

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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 purchase of tickets through the Tickender platform (<https://app.tickender.com> and the event pages on it). 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 (the “operator” or “Tickender”). Contact: support@tickender.com, phone +420 774 683 171.

1. Who you contract with

1.1 Tickender is not the organizer of events and does not sell tickets in its own name. You enter into the contract for the ticket and for attending the event with the **organizer** named for the specific event, at checkout, in the order confirmation and on the ticket. The organizer is responsible for holding the event, its programme, venue and safety, and for the information about it.

1.2 Tickender acts as the organizer’s intermediary, **in the organizer’s name and on the organizer’s account**: it arranges the conclusion of the contract, accepts the order, issues and delivers the ticket, passes on information about the event and makes refunds on the organizer’s behalf. Tickender does not represent the buyer in concluding the ticket contract.

1.3 In addition, Tickender provides the buyer with **its own service**: operating the checkout, processing the order, issuing the electronic ticket, delivering it by e-mail and, where applicable, to Telegram and to a digital wallet, and access to the order. The consideration for this service is the **service fee** (section 3).

2. Order and conclusion of the contract

2.1 You select tickets on the event page. The selected tickets are temporarily reserved for you for the time shown at checkout; after that time the reservation is released.

2.2 You provide your e-mail address and phone number. We verify the e-mail address with a code sent to it or, if you choose so, via Telegram. The phone number is used by the organizer to contact you and is not verified.

2.3 You fill in the attendees’ details and any additional questions from the organizer. The organizer may require certain details where necessary for admission to the event; the scope is stated for the event.

2.4 Before you submit the order, we show you the organizer, the price breakdown (ticket price, service fee, total amount), these purchase terms and any event terms. Until then you can check and change the details you entered. You submit the order with a button that clearly indicates the obligation to pay (e.g. “Buy and pay CZK 220”). You must tick the box confirming your consent to these terms and to the

event terms.

2.5 The contract with the organizer and the contract for Tickender's service are concluded **at the moment the payment partner confirms successful payment** (for free tickets, at the moment the order is confirmed). We then send you, without undue delay, an order confirmation with a link to the version of the terms you accepted.

2.6 Limits: no more than 10 tickets per order; of each ticket type, no more than the organizer allows and the number still available. The event may have an age limit or other admission conditions stated for the event. Prices are in Czech crowns (CZK).

3. Price, service fee and payment

3.1 The ticket price is set by the organizer; it includes VAT if the organizer is a VAT payer. The order confirmation sent by e-mail contains details of the organizer as the seller and of Tickender as the service provider, and serves as proof of payment. If you need an invoice for a business, the organizer will issue it to you on request (the contact is in the order confirmation); Tickender will issue a document for the service fee on request sent to support@tickender.com.

3.2 If a **service fee** is charged for the event, it is shown separately at checkout before you submit the order. The service fee is Tickender's consideration for its service under section 1.3, not part of the ticket price. The amount of the service fee does not depend on the payment method you choose. The service fee is a final price; if Tickender is a VAT payer, it includes VAT.

3.3 Payments are processed by **Tickender's payment partner** — a licensed payment service provider (currently Stripe Payments Europe, Limited, Dublin, Ireland). You pay the total amount in a single payment to the organizer's payment account held with the payment partner; the organizer receives the amount corresponding to the service fee on Tickender's behalf, and the payment partner transfers it to Tickender. By paying the total amount you have fulfilled your obligation towards both the organizer and Tickender.

3.4 You enter your payment card details directly into the payment partner's secure form; Tickender neither obtains nor stores them. On your account statement the payment appears with the organizer's name and the word TICKENDER (e.g. "ORGANIZER* TICKENDER").

3.5 If the payment cannot be completed, the reservation is released and the order is cancelled.

4. Delivery of the ticket

4.1 We deliver the ticket immediately after the payment is confirmed, no later than within 24 hours, by e-mail in PDF format and, if you have connected Telegram, there as well. You can save the ticket to Google Wallet or, where offered for the event, Apple Wallet, and you can find it at any time via the private order link and in the "My tickets" section.

4.2 The ticket contains a single-use QR code: after the first successful scan at the entrance, any further attempt is rejected. Do not share the ticket or the private order link — whoever presents the ticket first will be admitted.

5. Withdrawal from the contract

5.1 A ticket for an event held on a specified date is a service related to leisure activities under Section 1837(j) of the Czech Civil Code. **You cannot withdraw from such a contract within 14 days**, even if it was concluded at a distance. Tickender's service under section 1.3 is inseparably linked to the purchase of a ticket for such an event and is fully provided by issuing and delivering the ticket.

5.2 This does not affect your rights if the event is cancelled or changed (section 6) or your rights arising from defective performance (section 7). The organizer may offer its own cancellation terms beyond the law; if they are stated for the event, they apply in your favour.

6. Cancellation or change of the event

6.1 **Cancellation of the event.** If the organizer cancels the event, we will notify you by e-mail (and via Telegram, if connected) and refund the **ticket price** on the organizer's behalf to the payment method you used, no later than 14 days after the cancellation is announced, without you having to ask. If a refund to the original payment method is not possible (e.g. the card has been cancelled), we will ask you to send us your bank account number.

6.2 **The service fee is not refunded if the event is cancelled**, because Tickender's service was duly provided at the time of purchase. This does not apply if the order was cancelled or the ticket could not be used for reasons on Tickender's side (e.g. a technical error, a double payment); in that case we also refund the service fee.

6.3 **Postponement or significant change of the event.** If the organizer changes the date or venue, the ticket is valid for the new date or venue. If the change does not suit you, you may request a refund of the ticket price within 14 days of its announcement by replying to the announcement or by writing to support@tickender.com, unless the event terms set a longer period. We will refund the price within 14 days of your request.

6.4 **Voluntary cancellation.** A ticket cannot be returned merely because you have changed your mind (section 5). Cancelling or transferring a ticket is possible only if the terms of the specific event allow it; in that case the service fee is not refunded.

6.5 The obligation to refund the ticket price lies with the organizer; Tickender makes the refund on the organizer's behalf from the funds in the organizer's payment account with the payment partner. If the organizer does not provide the funds, Tickender will handle your request with the organizer and give you the organizer's details so that you can assert your claim.

7. Complaints

7.1 **How to make a complaint.** You can make a complaint by e-mail to support@tickender.com, by phone at +420 774 683 171 or in writing at the operator's registered office. Please state the order number, the e-mail address used for the purchase and a description of the defect. We will confirm receipt of the complaint without undue delay, settle it no later than 30 days after it was made and issue a written (e-mail) confirmation of how it was settled.

7.2 **Defects of the ticket and of Tickender's service.** If the ticket did not arrive, cannot be opened, its code cannot be scanned, or you were refused entry for reasons on the platform's side, you have rights

arising from defective performance under the Czech Civil Code (Sections 1914 to 1925): first a replacement ticket or another remedy and, if the defect cannot be remedied, a refund of the ticket price and the service fee.

7.3 Complaints about the event. The organizer is responsible for holding the event, its course and its content. You can make a complaint about the event to Tickender, which will accept it on the organizer's behalf, pass it on to the organizer and inform you of the outcome; you can also contact the organizer directly. The organizer's details are on the event page, in the order confirmation and on the ticket.

7.4 Disputing a payment with your bank (chargeback). Before disputing a payment with your bank, please contact us — we can usually arrange a refund faster. If you initiate a chargeback, Tickender and the organizer may provide the payment partner and the bank with details of the order, the payment, the delivery and the use of the ticket in order to demonstrate that the payment was justified.

8. Out-of-court dispute resolution

8.1 If you are a consumer and a dispute cannot be settled by agreement, you may file a request for out-of-court resolution of a consumer dispute with the **Czech Trade Inspection Authority** (Česká obchodní inspekce), Central Inspectorate – ADR Department, Gorazdova 1969/24, 120 00 Prague 2, e-mail adr@coi.gov.cz, <https://adr.coi.gov.cz>. In a dispute concerning Tickender's own service, the other party is Tickender; in a dispute concerning the ticket contract, it is the organizer, whose details you will find on the event page and in the order confirmation.

9. Personal data

9.1 How we handle personal data and cookies is described in the Privacy and Cookie Policy. The event organizer is an independent controller of the attendees' data.

10. Changes to the terms

10.1 Tickender may change these terms. Your order is always governed by the version you accepted when purchasing; a later version does not apply to a contract already concluded. The accepted version is permanently available via the link in the order confirmation.

11. Governing law

11.1 Matters not governed by these terms are governed by the law of the Czech Republic, in particular the Civil Code and Act No. 634/1992 Coll., on Consumer Protection. This does not affect the rights you have as a consumer under the law of the country of your habitual residence.