

General Terms and Conditions

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Terms and Conditions of Use

Please read carefully the General Terms and Conditions and the Privacy Policy of eTicketsMall before you make your registration and/or your order.

These conditions relate to the use of the website eTicketsMall by the end users. By using the eTicketsMall website (except in the case of the first reading of these Terms and Conditions), the User agrees with the terms and conditions and agrees to use the eTicketsMall website accordingly. The right to use this website is a personal right of the User and it cannot be transferred to other persons or entities in any way. The User bears the sole responsibility for protecting the confidentiality of passwords where they exist as such. The User is aware that although the Internet is a relatively safe environment, sometimes it can lead to disruption of service or events beyond the control of eTicketsMall. Thus, eTicketsMall cannot be held liable for data loss that may occur during the transmission of information on the Internet. Although the goal of eTicketsMall is its service to be available 24 hours a day, 7 days a week, sometimes the website may be unavailable for any reason, including routine procedures for its maintenance. The User agrees and acknowledges that for reasons that are under and/or beyond the control of eTicketsMall, access to the website can sometimes be interrupted, temporarily unavailable or disconnected.

eTicketsMall reserves the right at any time to amend or revoke any segment, including, without limitation, content, hours of access and equipment needed for access or use of this website. Furthermore, eTicketsMall may stop sending any information or any kind of information, may change or cancel any method of data transmission and may change the speed of data transmission, and other characteristics.

By using this website, you confirm that you are aware of and agree to the terms and conditions set forth herein.

Once purchased tickets cannot be returned and the amount paid for them will not be refunded, unless in instances specified below.

If you have any doubts or questions, please contact us at info@eticketsmall.com before proceeding to use the eTicketsMall website.

If you have any objections to any provision of The General Terms and Conditions and/or The Privacy Policy of eTicketsMall, please discontinue using this website immediately.

General Terms and Conditions

By registering on eTicketsMall the User declares that he/she has read, understood and accepted The General Terms and Conditions and The Privacy Policy of eTicketsMall and cannot refer to misunderstandings or ambiguities in the text and meaning of the conditions specified below.

By registering on eTicketsMall the User agrees that the personal information provided by him will be used by eTicketsMall and third parties in accordance with the conditions specified in The Privacy Policy.

From the moment of registration, it is considered that between the User and eTicketsMall there is a valid legally binding contract, explicit written form of which is not necessary, and to which The General Terms and Conditions and The Privacy Policy specified in eTicketsMall shall apply.

eTicketsMall reserves the right to amend The General Terms and Conditions and The Privacy Policy of eTicketsMall without prior notice.

The User has the right to unilaterally terminate the contract with eTicketsMall at any time without notice, upon establishing unacceptable provisions of The General Terms and Conditions and The Privacy Policy and/or unwillingness to continue to use the services of eTicketsMall by deactivating his/her account in eTicketsMall.

eTicketsMall reserves the right to unilaterally terminate the contract with The User without notice in case of malicious action by the User to eTicketsMall and/or its partners and in case of violation of The General Terms and Conditions.

Based on a previously registered as adverse action by a User, the eTicketsMall system can categorize The User as "disloyal" and automatically block the account.

The eTicketsMall website and all elements thereof, including but not limited to: design, software, databases, etc. are subject to copyright protected under the Copyright and related laws and are owned by Noricum Ltd.

The General Terms and Conditions of eTicketsMall do not include the terms and conditions of the event organizer/carrier. It is the sole responsibility of the User to become familiar with them before ordering tickets.

Changing conditions

eTicketsMall reserves the right at any time, without notice, if deemed necessary, to cancel or change any of the conditions listed here and/or The Privacy Policy. Such changes could include, inter alia, the introduction of certain fees and charges. Therefore, we advise users to re-read the information contained in The General Terms and Conditions and The Privacy Policy, and to be informed of these changes. Please note that if we change The General Terms and Conditions and/or The Privacy Policy and you continue to use the eTicketsMall website, this means that you have accepted the currently valid General Terms and Conditions and Privacy Policy. Any alteration or deletion in The General Terms and Conditions and/or The Privacy Policy shall take effect immediately after its publication on the eTicketsMall website.

Equipment

The User is responsible for the purchase and maintenance of the computer equipment, including software and hardware that The User possesses and uses, and other equipment necessary to access and use the eTicketsMall website, and all associated costs. eTicketsMall is not responsible for any damages to The User or The User's equipment, which may result from the use of the website.

User Behavior

Any action by users, which is accomplished through the eTicketsMall website, must be in accordance with the current General Terms and Conditions. Users agree not to use the eTicketsMall website to post or transmit any material that threatens or otherwise violates the rights of others, any materials which are inherently unlawful, threatening, abusive, libelous, or threatening to violate privacy, that are vulgar, obscene or in any way objectionable in the circumstances, messages that promote illegal activities or in any way violate the law and messages/posts that contain an advertisement or an offer without the express prior written consent of eTicketsMall. Users should not use the eTicketsMall website for commercial, religious, political or non-

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commercial advertisements, including inviting eTicketsMall users to become members of other online or offline services directly or indirectly, competitive or potentially competitive to eTicketsMall included.

Intellectual Property

All items contained on the eTicketsMall website are exclusively owned by eTicketsMall, Noricum Ltd and their partners, and can only be used with the express written permission of the copyright holders and holders of rights to trademarks and/or design. Any copying, distribution, transmission, publication, or recreating of any contents of this website, or parts of it, with or without modifications, without the express written consent of eTicketsMall, is strictly prohibited! Any breach of these conditions can lead to a breach of copyright, trademark, or other forms of intellectual property rights and may lead to initiation of civil or commercial proceedings and/or criminal prosecution against the perpetrators.

This website contains material protected by copyright, trademark, design and other data covered by other rights of natural or legal persons, including but not limited to text, software, photos, videos, graphics, music, sound and all site content of eTicketsMall, according to Bulgarian regulations. eTicketsMall holds the copyright on the selection, coordination, installation and upgrading of such facilities and rights related to the original content. The User may not modify, publish, transmit, participate in the transfer or sale, create derivative works or use the content, in whole or in part, in any other way. The User can download, print and store any copyrighted material for personal use only. Copying, redistribution, retransmission, publication or commercial exploitation of downloaded material without the express written consent of eTicketsMall and the copyright holder is prohibited.

eTicketsMall have no obligation to inform the User or to assist him in determining whether a given material has been copyrighted. The User is solely and exclusively responsible for any damage that may result from copyright infringement, misuse of trademark and other intellectual property rights, or problems arising in connection with the publication of this material.

Statement of warranty and limitation of liability

The user agrees that the use of this website is done entirely on his/her consumer risk.

eTicketsMall, or any of its affiliates, employees, agents, third party service providers or licensed companies cannot guarantee that the use of this website will be uninterrupted or will be error free and cannot be held responsible for any consequences that may arise from using this website, for the accuracy, reliability or content of any information, services or products on this website.

This waiver of liability applies to any damages or injuries caused by using this site, errors, shutdown, interruption, deletion, defect, delay in operations or transmission of computer virus, line of business interruption, theft, destruction or unauthorized access or abuse, termination, inappropriate behavior, negligence or other action. The User expressly agrees that Noricum Ltd./eTicketsMall is not responsible for any attacks, improper or illegal conduct of other users or third parties and that the risk of damages which the above-listed can cause is fully borne by the User.

In no event shall the company staff or other persons or entities involved in the creation, production or distribution of this website and/or related content and software, be liable for damages that may result from the use, because of the use of, or of the inability to use this website. The user expressly acknowledges that the provisions of this chapter shall apply to all content on the eTicketsMall website.

In addition to the above conditions, neither Noricum Ltd., nor eTicketsMall, nor its subsidiaries, information providers or partners who edit the content shall be liable, regardless of the reason or duration of errors, inaccuracies or other defects in the information contained in this website, for any delay or interruption of transmission of information to the User for any claims or losses arising from the use of the eTicketsMall website. None of the above parties is liable for any risks or losses suffered by third parties, including lost profits.

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The User bears full responsibility to keep his/her username and password safe and for not giving access to them to anybody. Noricum Ltd. and/or eTicketsMall bear no responsibility for the consequences of providing this information by the User to third parties.

Noricum Ltd. and/or eTicketsMall bear no responsibility for unauthorized use of lost or stolen credit cards or other means of payment.

Noricum Ltd. and/or eTicketsMall are not liable for any deterioration and/or disconnection from eTicketsMall website due to technical reasons, any act or inaction of third parties and/or the quality of services provided by Internet providers, power failures and/or interrupted connection to financial institutions through which payment is made and the like.

Noricum Ltd. and/or eTicketsMall are not liable for any fees and commissions that may be imposed on the User for the service by the financial institution (e.g. the cardholder's bank), which should be specified in the tariff of the financial organization.

Noricum Ltd. and/or eTicketsMall are not liable for any health risks that may arise in connection with the event/trip, due to lighting effects, sound volume, gathering of large groups of people together, traffic accidents, etc.

Noricum Ltd. and/or eTicketsMall are not liable for any refused entry of the User to the venue/vehicle when it is due to failure to comply with the requirements, instructions, guidelines and restrictions set by the competent authorities, the Organizer/Promoter and/or their staff in connection to ensuring the order, security and safety of the event/trip.

Noricum Ltd. and/or eTicketsMall do not guarantee the completeness, reliability and accuracy of information contained in eTicketsMall and is not responsible for any damages resulting from the use of eTicketsMall.

Noricum Ltd. and/or eTicketsMall are not responsible for the security and contents of websites, links to which appear in eTicketsMall for the users' convenience.

Event organizers/carriers and eTicketsMall, as an intermediary in the sale of tickets for these events/trips, reserve the right to change prices, repertoires and/or participants in events (where applicable) without notice.

Supervision

eTicketsMall has the right but not the obligation to monitor the content of this website at any time, including any chat rooms and forums that may be included as part of the website and to ensure the coherence and compliance with these conditions and all other rules specified by eTicketsMall, and compliance with applicable laws or regulations. Without limiting the foregoing, eTicketsMall reserves the right to remove any materials in its sole discretion, if found not to comply with rules laid down here.

Privacy

The user acknowledges that all discussions, ratings, comments, private messaging, chat rooms and/or other ways of transmitting messages or communicating with one another (hereinafter - the Community) are public, not private, so the staff of eTicketsMall can track users and their communications without their knowledge or permission. By posting comments, messages or other information on this website, eTicketsMall is entitled to use such comments, messages or information for promotions, advertising, market research or any other legal purpose.

Compensation

The User agrees not to claim compensation and not to bring charges against Noricum Ltd., eTicketsMall, affiliated companies and their officials, employees and agents for any claims for damages and costs, including costs for legal representation that may arise from the use of the website by the User of eTicketsMall.

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Termination of business relations

eTicketsMall may terminate business relationship with any of its customers at any time. eTicketsMall reserves the right to immediately block any passwords and accounts of the User in case of misconduct of the User, in its sole discretion when considered unacceptable and in any case of violation of these General Terms and Conditions by the User.

Jurisdiction

By using the website eTicketsMall, the User agrees that any dispute or claim arising out of or in connection with these General Terms and Conditions, or in connection with their execution will be considered only under Bulgarian law and jurisdiction in the dispute will be Bulgarian Court.

Tickets

eTicketsMall offers only electronic tickets, which the Users should print themselves, using their own equipment and at their own expense.

eTicketsMall does not offer tickets for events/trips whose organizers do not accept e-tickets.

eTicketsMall does not offer printing and sending out tickets by courier or by mail and tickets purchased from eTicketsMall cannot be obtained from any ticket center/office of eTicketsMall.

Tickets generated by the system of eTicketsMall, have a high level of protection and each ticket has a unique bar code and identification number.

A ticket generated by the system of eTicketsMall, can only be used once for entrance to the venue/vehicle, after which the bar code will automatically be deactivated by the system. It is the User's responsibility to protect the ticket from copying and theft.

Therefore, please carefully consider the appropriate time to print your ticket to eliminate the risk of loss, damage or theft of your tickets. Until the successful finishing of the printing, your ticket will be stored in "My tickets" available at any time only in your user profile.

Tickets are valid in color and monochrome printing, unless otherwise indicated.

It is preferable that the tickets are printed on a laser printer in order to eliminate any risk of damage to the bar code as a result of influence of moisture, light, heat, etc.

Tickets are printed on A4 paper. Any change to the size of the ticket can make it invalid.

The ticket is valid from the time of the payment and the ticket generation by the eTicketsMall system until the start time of the event/trip, to which it relates.

It is the responsibility of the User to get acquainted with the conditions and the rules of the Organizer and the venue of the event/trip and with any restrictions on importation of articles, food and beverages, age restrictions and any restrictions related to ensuring the order, security and safety of the event/trip.

For security reasons, as a standard the sale of tickets is limited to a certain number of tickets for every event/trip. In case you need more tickets, please write to us at info@eticketsmall.com.

Tickets for people with disabilities

Please check in advance whether tickets for people with disabilities are being offered for the event/trip that is of interest to you.

For more information, please contact us at info@eticketsmall.com.

Payment and Delivery

You can pay for your order in the following ways:

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- by credit/debit card Maestro, MasterCard, Visa or Visa Electron;
- by ePay;
- by EasyPay.

After successful payment, the system of eTicketsMall will generate a ticket in the form of a pdf document to be printed on A4 paper.

Fees and commissions

The processing fee and the commission for your order will be calculated automatically in the Order Confirmation.

eTicketsMall reserves the right to offer tickets for events/trips of exceptional interest, provision for which is associated with additional costs for eTicketsMall. In such cases, the commission will depend on the additional costs of providing these tickets and will be explicitly specified in the order form.

Returning of tickets for changed and cancelled events

In case the event/trip for which you have purchased tickets is canceled, you may return your ticket. In these cases eTicketsMall together with the Organizer will publish information about the procedure for refunding.

In case the event/trip for which you have purchased tickets, is moved to another date, you can usually choose to take advantage of the new date or to return ticket.

In case of changes in the venue/travel starting point, usually no refund is offered, but we will publish information should this be possible.

The return of tickets and refund for them are bound by a period after which you cannot get your money back. eTicketsMall will publish in due time information about the procedure for return of tickets and refund, and it is the User's responsibility to check and comply with the instructions provided by the Organizer.

It is the Organizer's responsibility to refund tickets in the event of rescheduled or cancelled events/trips.

Noricum Ltd./eTicketsMall is an intermediary that sells tickets in the name of and on behalf of others and, although we will make every effort to assist as quickly as possible the refund of tickets purchased via eTicketsMall for any rescheduled or cancelled events/trips, Noricum Ltd. and eTicketsMall are not responsible for the refund and cannot commit to any deadlines for that.

The User can not reclaim any other costs incurred in connection with the event/trip (e.g. transport costs, prepaid accommodation, etc.) except for the value of the ticket purchased via the eTicketsMall website. Not only the User cannot claim, but also the User declares that he/she agrees to that after reading The General Terms and Conditions.

The User may not claim refund in cases where a participant in an event involving more than one participants cancels a performance (e.g. when a band cancel their performance at a festival) on the basis of allegations that the ticket has been purchased solely because of the one who has cancelled the performance.

The User cannot claim any compensation from Noricum Ltd. and/or eTicketsMall for suffered loss and damage as a result of a changed or canceled event/trip.

In cases where the Organizer of a rescheduled or canceled event/trip decides to award the refunding to eTicketsMall, the ticket value shall be refunded by bank transfer in the account used for the ticket purchase. eTicketsMall cannot offer any cash refunds.

In such cases, the bank charges for the refund are paid by the User.

Only the ticket value is refunded. Any fees and commissions paid on the purchase of tickets are not recoverable.

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Claims

Complaints relating to the services provided by eTicketsMall must be made in writing as soon as possible but not later than 14 days from establishing the inconsistency of the agreed service.

Miscellaneous

In case of discrepancy between the Bulgarian version and translation of any text posted on eTicketsMall, in any of the translated versions of the eTicketsMall website, the Bulgarian text will prevail.

If you have any suggestions for improving our services, complaints or specific requirements, please contact us at info@eticketsmall.com.