

Yellenge Conditions of use

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These are the conditions of use for Yellenge. Yellenge is a software solution for organising and managing Events, making them interactive and evaluating them. Yellenge is therefore a comprehensive event management system (EMS). Consult www.yellenge.nl for more information. Yellenge is offered by Owello, located in Nijmegen and registered with the Chamber of Commerce under company number 74396242, hereinafter referred to as “**Owello**”.

The organiser of the Event in which you want to participate (the “**Organiser**”) uses Yellenge. Therefore, before, during and after the end of the Event you can use an app for the Event (the “**App**”) and possibly (depending on the event) also an associated website (the “**Eventsite**”).

In the Eventsite and/or the App, you can (depending on the Event) find practical and specific information about the Event, register for the Event and/or order an electronic ticket (the “**e-Ticket**”) for the Event.

This document sets out the conditions that apply to your use of the Eventsite and/or the App. We advise you to read these conditions carefully.

Conclusion and Term of the Agreement

As soon as you register for the Event via the Eventsite, or as soon as you log in for the first time through the App, an agreement is formed between you and Owello under which you can use Yellenge (the “**Agreement**”). The Agreement is subject to these conditions of use. The Agreement ends automatically if you no longer use the Eventsite and/or delete the App from your device.

It is possible that the Organiser may apply additional Event-related conditions that supplement these conditions of use. If that is the case, those conditions will be provided to you during the registration process on the Eventsite. Contact the Organiser if you have any questions or comments concerning Event-related conditions.

Bear in mind that Owello is not involved in the organisation of the Event itself. If you register for the event or order an e-Ticket, a separate (purchase) agreement is formed for your participation between you and the Organiser of the Event concerned. Owello is not a party to this agreement, not even if Owello handles the provision of e-Tickets and/or electronic invoices (“**e-Invoices**”) on behalf of the organiser.

Registration for the Event

In order to be able to participate in the Event, you may be required (depending on the Event) to register as a participant through the Eventsite. When the registration process has been completed in full, you will receive (if applicable) an electronic confirmation, by e-mail, and possibly also an e-Ticket and/or e-Invoice.

It is your own responsibility to provide a correct e-mail address and additional information during the registration process. Please note that if you provide incorrect information during the registration

process, you may not be able to participate in the Event and it may not be possible to send your e-Ticket and/or the e-Invoice.

Payment for an e-Ticket

If you register for a paid Event or for paid components of the programme, you can (depending on the Event) pay either via the Eventsite, or in arrears on the basis of an e-Invoice or using a payment method provided by the Organizer. If you pay directly through the Eventsite, the available payment methods will be stated during the registration process. Payment methods may change or an advance payment may be required.

The e-Tickets are offered by the Organiser (using Yellenge). Prices and other information concerning the Event are determined solely by the Organiser. The payment of your e-Ticket and/or the e-Invoice may be subject to additional terms of payment applied by the Organiser. If that is the case, those conditions will be provided to you during the registration process on the Eventsite.

Because the Event takes place on a specific date and at a specific time, the Organiser retains their right to set conditions regarding dissolution (revocation) of the agreement. This is based on Section 6:230p (e) of the Dutch Civil Code. e-Tickets cannot be exchanged and payments cannot be reversed.

A ticket is reserved only after the payment condition has been met. No ticket is reserved during the ordering process. If you do not complete the ordering process or do not complete it in time, it is therefore possible that the Event will be fully booked and e-Tickets are no longer available. If that is the case, the ordering process cannot be completed and you will therefore not be able to participate in the Event. The ordering process is only completed when you have followed the registration process in full. If advance payment is required for the Event, the ordering process will therefore not be completed until you have paid for the e-Ticket via the stated methods.

Transfer and validity of e-Tickets

Unless provided otherwise in additional conditions, if any, of the Organiser, it is not permitted to transfer, re-sell other otherwise commercially market e-Tickets. Owello and the Organiser are entitled to declare e-Tickets invalid if you are found to have violated these conditions of use or any specific Event-related conditions. Any amounts already paid will not be refunded in such a case.

Changes to or cancellation of the Event

It is your own responsibility to keep yourself informed of any changes relating to the Event. Examples include cancellation or a change of the time or location at which the Event will take place. The Organiser will itself decide how it will communicate such changes to you. Owello cannot guarantee that the Organiser will inform you in a timely manner of any changes concerning the Event. You are advised to regularly consult the Eventsite and/or the App.

In case of a change to or cancellation of the Event, you should contact the Organiser. Owello only has a facilitating role and is therefore unable to offer compensation in such cases. Any service or transaction fees that have been charged are not eligible for a refund.

Rules of use

You may not use the Eventsite and/or the App in a manner that violates applicable laws and regulations. In addition, it is expressly not permitted, even if this not forbidden by law, to do the following via the Eventsite and/or the App:

- disseminate material with which third-party rights are violated, such as intellectual property rights;
- disseminate viruses, malware or other forms of harmful software; or
- disseminate material that can be considered by others to be libellous, slanderous, discriminating or offensive.

You may not use the Eventsite and/or the App in any way that inconveniences or hinders others. This means, for instance, that it is prohibited to download or upload (with or without the aid of computer scripts or programs) excessive quantities of data or information from or to the Eventsite and/or the App.

If Owello or the Organiser finds that you have violated these rules of use, or receives a complaint about this, you will receive a warning in this connection. If you take no or insufficient measures yourself, Owello and the Organiser itself can intervene, for instance by removing the material or by blocking your access to the Eventsite and/or the App. In urgent cases, Owello and the Organiser can intervene directly without warning you in advance.

Questions and support

If you have questions concerning the use of the Eventsite and/or the App, you should contact the Organiser. The Organiser's current contact details are available on the Eventsite and in the menu of the App. Regarding technical questions about the (operation of) the Eventsite and/or Event app you contact Owello directly through Yellenge.nl.

You should also directly contact the Organiser if you have specific or practical questions about the Event, or if you have special requests concerning your participation (for instance if your mobility or your eyesight are impaired).

Ideas and suggestions for improving the services provided by Owello are of course welcome and you can communicate these directly through the contact form on Yellenge.nl.

Intellectual property rights

All intellectual property rights with regard to the Eventsite and/or the App or other materials provided to you are vested in Owello, the Organiser or their licensors. These shall in any case be understood to include: copyrights, database rights, trademark rights, rights to domain names, trade name rights, rights to know-how, design rights, neighbouring rights and patent rights.

It is expressly prohibited to make any changes in the materials provided to you (which is also understood to include the e-Tickets and/or e-Invoices sent to you). It is expressly prohibited to falsify, copy or otherwise reproduce such materials.

Privacy

In your use of Yellenge, offered by the company Owello, Owello acts as a processor of personal data as described in the General Data Protection Regulation (GDPR). Owello processes the User's personal data only to the extent necessary for the performance of the contract with the Organizer. Owello complies with all applicable data protection and privacy laws and regulations.

Liability

Owello's liability, on whatever ground, shall be limited per event (for which purposes a series of

connected events is seen as a single event) to the amount that you paid for your e-Ticket (excluding VAT), with a maximum of EUR 1,000. Because Owello only facilitates the Eventsite and/or the App, Owello cannot be held liable for any shortcoming or loss and/or damage whatsoever that is connected with the Event itself.

Owello is expressly not liable for loss of data, loss of profit, lost savings and losses due to business interruption. Owello is also not liable for errors made by you when using the Eventsite and/or the App.

Owello is not obliged to comply with any obligation in the Agreement in the event of force majeure and cannot be held liable for any loss and/or damage arising therefrom. Force majeure will in any case be understood to be: power outages, internet failures, failures in the telecommunications infrastructure, network attacks (including (D)DOS attacks), attacks by malware or other harmful software, internal civil commotion, mobilisation, war, terror, (work) strikes, import and export barriers, a stagnation in supplies, natural disasters, fires, damage caused by water and floods.

Any limitation of Owello's liability agreed in these conditions of use or otherwise does not apply if and insofar as the loss and/or damage is the consequence of intent or wilful recklessness of Owello's management. If you are not acting in a professional or commercial capacity, the limitation of liability will only apply if this is not unreasonably onerous or otherwise contravenes mandatory law.

Choice of law and forum

The Agreement is subject to Dutch law. Any disputes that may arise pursuant to the Agreement will be submitted to the competent court in the district in which Owello has its registered office. This does not apply if provided for otherwise by mandatory legal rules.

Changes

Owello reserves the right to make changes or additions to these conditions of use at its discretion. If any provision in these conditions of use is found to be void or voidable, this will not affect the validity of the conditions of use as a whole. Owello will then determine (a) new provision(s) to replace the provision(s) concerned, taking as much account as possible of the purport of that original provision.

Transfer of undertaking

Changes in the management or the legal form of Owello will not affect the Agreement. Owello can transfer the rights and obligations arising under the Agreement (including these conditions of use) to a third party that takes over the business activities of Owello.