

## BASH Pro Terms & Conditions

BASH is part of BASH B.V., located at Leidsegracht 38, 1016 CM Amsterdam.

By means of this document, BASH sets out the terms and conditions for anyone on BASH having a "BASH Pro" subscription. This subscription is meant for event organisers who want to use BASH to promote their events.

These terms and conditions are applicable for the period during which an Organiser is active on BASH Pro and everything that falls under this subscription.

For any questions regarding this document or BASH Pro in general, the reader can contact Daniel at [daniel@bash.social](mailto:daniel@bash.social).

### Definitions

All definitions listed below have the same meaning throughout this document in both singular and plural form.

- **BASH Pro:** The paid service offered by the Company that these terms & conditions cover.
- **The Subscription:** The agreement between the Company and the Organiser for the Company to give access to BASH Pro against payment.
- **The Organiser:** The party that uses BASH Pro to promote their events
- **The Company:** BASH B.V.
- **The Data:** The data that the Company gathers from the Organiser during their use of BASH.
- **Ticketlink Click:** Any click from users on any link/button that takes them to the ticketsale of the Organiser.

### Article 1 - Product Features

BASH Pro entails a service that the Company offers to the Organiser. It is meant to give the Organiser the opportunity to use BASH to its full extent. It will provide the Organiser with the following features:

- special verified ticket button;
- special user flow focused on selling tickets;
- verified page with general boost;
- option to use BASH Perks;
- extensive analytics of the Organiser's events.

### Article 2 - Payment Structure

1. The Organiser will be billed per Ticketlink Click. However, not every Ticketlink Click will be counted. Any user can only be billed for one ticketlink click per event.
2. The Organiser will be billed per month by the Company. The Company is allowed to deduct the payments automatically as well as send an invoice with a 14 day deadline.
3. The invoice will include a 21% VAT (Btw) tax as is required.

4. The price of BASH Pro will be as discussed between the two parties.

### **Article 3 - Organiser Obligations**

1. The Organiser commits to a monthly subscription for BASH Pro and all the obligations that come from that including these terms and conditions.
2. The Organiser must supply the Company with any information regarding this Agreement upon request. This confirmation must be correct and honest.
3. The Organiser's events must comply with [BASH' regular terms and conditions](#) which apply to all users.

### **Article 4 - Termination and Refund Policy**

1. On the short run BASH Pro can be cancelled by the Organiser by emailing Daniel at [daniel@bash.social](mailto:daniel@bash.social) clearly and unambiguously stating that the Organiser wants to terminate their subscription to BASH Pro. This cancellation will go into effect on the 1st of the next month unless sent on the final day of a month, in which case it will be cancelled one month later.
2. The Organiser does not have any right to refunds or credit if the Company upholds paragraph 1 of this article. If the Company cancels the subscription too late for any reason, the Organiser will not be billed and, if applicable, be refunded fully.
3. In any other case than mentioned in paragraph 2, the Organiser will not have a right to a refund.

### **Article 5 - Data**

1. The Company will collect data from the Organiser's behaviour on the app to be able to efficiently enhance the app to the Organiser's needs and to be able to bill the Organiser.
2. Data may be shared by the Company with payment services such as Mollie in order for the Company to run BASH Pro. However, this will be limited to necessary data only.

### **Article 6 - Liability**

Committing to this Agreement does not mean either party of The Organiser and The Company can carry any liability for the other. Both parties remain completely responsible for anything happening to their own undertakings.

### **Article 7 - Amendments and Updates**

1. These terms and conditions may be unilaterally amended/updated by the Company at any point, given that these amendments do not put any unreasonable obligations on the Organiser.
2. These terms and conditions may be amended/updated by mutual written agreement.

### **Article 8 - Acceptance of Terms**

To use BASH Pro, the Organiser must accept these terms and conditions.

**Article 9 - Effective Date**

These terms and conditions become effective as soon as the Organiser has accepted them, and remain active until BASH Pro has been terminated and the termination term has expired.

**Article 10 - Governing Law**

These terms & conditions are governed by Dutch law.

**Article 11 - Final provisions**

If any of the provisions of these terms and conditions prove to be void or unenforceable, they will be replaced by lawful provisions that are as close to the original as possible.