

## Terms and Conditions

### General conditions

These Terms and Conditions constitute a binding agreement between you and "TNET" LLC (hereinafter referred to as 'the Company', 'We' or TKT.GE), which governs your use of the Company's website/application (hereinafter referred to as the Platform) and receipt of services.

By agreeing to these 'Terms and Conditions', the user confirms that he/she wants to use the services offered by the company on the platform operated by the company under the conditions specified in this agreement.

Please read carefully the terms and conditions of the services offered by the company to buy tickets to attend various national and international entertainment/cultural/sports, etc. events. Please note that for the sale of tickets to attend any event, TKT.GE acts as a promoter according to the wishes/orders of the organizer of this or that event.

Personal information that the company obtains from you or from third parties is processed based on your consent, in accordance with the [privacy policy](#) specified in these rules.

By ticking 'I agree to the terms and conditions' in the registration form, you also agree to the [privacy policy](#).

2.7. The user has the right to request the closure of his/her account at any time. The procedure for closing a user's account (profile) is determined by Appendix 1 of these Terms and Conditions (see Appendix 1 Account (Profile) Closure Procedure).

Note that the terms and conditions below may be updated at any time based on technical changes.

The listed terms and conditions apply only to the tickets sold by TNET.

Before placing the TKT.GE ticket for sale, a service agreement/contract is signed between the company and the organizer, which declares consent to the service offered by TKT.GE.

#### Definition of Terms

The terms and definitions used in this Agreement have the meanings set forth below, unless the context clearly indicates otherwise:

**Company/Tkt/We/Our** - 'TNET' LLC (I/C 402116474, address: Tbilisi, Nutsubidze st. #129a, Floor 3; Company e-mail: hello@tnet.ge; info@tnet.ge). A company that allows any applicant/user to purchase tickets/passes for cultural, entertainment, sports or other events planned by various organizers 24 hours a day, at any time, through the site or mobile application.

**Event** - any cultural, entertainment, sports or other type of event posted on Tkt.ge.

**Organizer** - a natural person or company that uses Tkt.ge services (website, physical box office and mobile application) to sell tickets to attend the event.

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**Website** - means the website owned/used by the company: TKT.GE.

**User** - a natural person who purchases tickets for an event planned by the organizer, considers taking advantage of the offer or uses the offer through the site, physical box office or mobile application. The user is obliged to carefully familiarize himself/herself with the terms and conditions of the website before purchasing tickets, which will apply even after the purchase is completed.

**Terms of Use** - means these terms, together with any other terms and/or conditions that these Terms of Use, by appropriate reference, are considered to be part of these Terms and that govern the user's access to and use of the Platform, including those related to any content, features and products that are offered on or through the website/application;

**Platform** - a platform operated by the company, which includes without any limitation the company's website, application and/or all other available alternative channels and related services, including any kind of communication made by the company to users regarding the services offered;

**Service fee** - fee for services provided by the company to the user (ticket generation, SMS and email notification service, etc.)

**Transaction fee** - the fee determined by the bank or other payment companies during any financial transaction. (Purchase of tickets, refund, etc.)

***Where the context allows, words denoting the singular number shall mean the plural and vice versa.***

## **1. Statements and warranties**

**By agreeing to these terms and conditions, the user acknowledges and agrees that:**

1.1 He/she is a fully capable physical person (at least 18 years old) or a legal person with legal capacity in accordance with the legislation of Georgia and at the same time is not a citizen of the European Union or a resident person of an EU member state or a legal person based in the European Union.

1.2 He/she is not under the influence of narcotic, alcoholic, psychotropic or toxic drugs, is not under the influence of error, fraud, pressure, threats or any other illegal influence and is not the object of violence, threats, deception, misleading or other prohibited actions on the part of the company or any third party, is fully aware of the content of the manifestation of his/her will, the essence of the terms and conditions and the legal consequences arising from it;

1.3 He/she has full authority (or will obtain appropriate authority) to sign (electronically by ticking a button, expressing consent) and fulfill obligations under these Terms and Conditions;

1.4 He/she has familiarized himself/herself with the present 'Terms and Conditions' and these conditions are acceptable to him/her;

1.5 All information/material presented by him/her is accurate;

1.6 The user is not engaged in or participating in any illegal activities (including money laundering, arms trafficking, terrorism or other illegal activities) under the laws of any jurisdiction (which includes the laws of Georgia and the laws of the country of which the user is a citizen);

1.7 His/her activities and/or actions are/will be in compliance with local and/or international legislation when opening a personal account (profile) and for the entire period of validity of the agreement;

1.8 His/her action is not/will be aimed at deceiving the company and/or any third party. Taking into account the mentioned principle, the document (if any) and/or information submitted by him/her to the company for the conclusion of the agreement or based on it and its execution is/will be true, accurate and complete at the time of its presentation;

1.9 He/she will conscientiously, fully and thoroughly fulfill his/her obligations under the present rules and conditions;

1.10 He/she agrees that, after opening a personal account (profile), before terminating the agreement, the company, will search/verify and process any information specified by the user or related to it within the framework of his/her consent, including personal information and/or universal identifiers;

1.11 the user immediately informs the company in writing about all the circumstances(s) that may conflict with his/her stated statements and/or cause a violation of the stated guarantees;

1.12 The website/platform design, software package, software and other materials are subject to copyright and other intellectual property rights and are therefore subject to protection;

1.13 He/she will not use any software equipped with artificial intelligence in connection with the use of the Service;

1.14 The user confirms that he/she will not perform any action that:

1.14.1. violates the company's privacy and website terms and conditions and standards;

1.14.2. is illegal, confusing, discriminatory or fraudulent;

1.14.3. violates or abuses the rights of others;

1.14.4. contains viruses or malicious code or any information that limits, complicates or damages the proper operation or functionality of the website/application, or its content or our services;

1.14.5. allows the user to gain unauthorized access or collect information using automated means from the company's website (without the prior consent of the company) or to access information for which the user has not received permission from the company.

1.15 where we provide access to third-party products and services, or hyperlinks to websites/platforms, we do so for the purpose of providing information, considering that similar information or issues may be useful to users of our platform. Such links do not constitute an endorsement of the opinions, ideas, products, information or services posted on this platform by third parties. You use third-party information and/or links at your own risk and we do not assume (affirm) any responsibility or liability for the content, use or availability of such third-party information and/or websites. We do not verify the content or accuracy of such third party data or information, nor do we warrant that such content is free from infringement of copyright, trademark or other third party rights or that such data content is free of viruses or other harmful material. Accordingly, we make no warranties or representations and assume no responsibility for any electronic information (its content) provided by any third party, including, without limitation, the accuracy, subject, quality or timeliness of any electronic content.

1.16 The company is not responsible for, including:

1.16.1 any damage caused by non-fulfilment or improper fulfillment of obligations by the user;

1.16.2 the accuracy of any information provided by the user to the company and any damage caused by such inaccuracy;

1.16.3 the damage caused by the user to third parties.

1.16.4 the result due to a technical problem/interruption on the portal.

1.16.5 The Company enters into an agreement based on the statements, guarantees and obligations contained in these conditions and considers them to be the terms of the agreement. Accordingly, after the conclusion of the agreement, the violation of the statements, guarantees and obligations provided for in this article is a sufficient reason for the company to unilaterally refuse to supply all or any products and/or services provided for in the agreement and conditions;

1.16.6 The company disclaims all liability that may result from any action of the user, breach of any agreement by the user, including these terms and conditions, non-compliance with applicable laws and regulations, etc.

## **2. Limitation of Company Liability**

2.1. TKT.GE is not responsible for the actions of third parties (including the organizer), the information posted on their websites, even if there is a link on the website of the third party that redirects to the website of TKT.GE.

2.2. TKT.GE does not guarantee the uninterrupted operation of the website, therefore it is not/cannot be held responsible if the website or any of its services become completely or partially unavailable during a certain period of time, a technical error is detected, etc.

2.3. TKT.GE is not responsible for technical or software malfunctions of networks, systems, servers, providers, devices, services, faults in transmission lines; on interruption or delay in the process of data processing / transmission; destruction, theft, unauthorized access to user materials.

2.4. TKT.GE is not responsible for cases of damage to the user's or other person's device (computer, tablet, mobile phone, etc.), if this was caused by the user due to using the website or a link/connection placed on the website, downloading any type of information and / or program.

2.5. TKT.GE reserves the right to reject or cancel user requests/transactions with which the company has a legal dispute; who has previously violated the company's terms and conditions; who is suspected of any kind of fraud, including fraud related to plastic card payments; who will make use of fake or incomplete identification data of plastic cards and others.

## **3. Discount promo code**

3.1. The discount promo code is one time and unique. It can be used when purchasing multiple or single tickets for only one specific event of your choice (except for train services/tickets).

3.2. The expiration date of the promo code is determined by the company in advance, at the time of its purchase by the user.

3.3. Promo code can be recovered only in case of cancellation of the event by the company/organizer. The price of the ticket purchased with the promo code is non-refundable.

#### 4. Event cancellation/postponement/change and return/exchange policy - event cancellation/postponement/change conditions

4.1. TKT.GE is only an intermediary company that sells tickets for the event according to the instructions of the event organizer. accordingly, TKT.GE is not responsible for cancellations, postponements, changes (of the venue, program, etc.) of the event. the customer's right to make a claim arises against the organizer of the event. nevertheless, TKT.GE will try to assist the customer in contacting the event organizer and resolving various issues.

4.2. If the Organizer refunds the amount of the cancelled or postponed event tickets through our Company, the Customer will receive a refund only for the cost of the ticket minus the service and transaction fees of the Company.

4.3. In case of cancellation, postponement, or any other change of the event, TKT.GE reserves the right to inform the customer who has purchased a ticket for a specific event. this is a voluntary service, which can be carried out via text message, telephone communication or e-mail using the customer's data known to TKT.GE, or by simply posting it as information on the company's web portal [www.tkt.ge](http://www.tkt.ge) or social media channels.

4.4. TKT.GE is an intermediary platform between the customer and the organizer, which does not participate and is not involved in the organizational activities of the events it sells. It also makes no warranty regarding the sale/non-sale of tickets and/or the holding of events.

4.5. Events are posted on the site at the discretion of the organizer and only the organizer is responsible for the organizational issues of the event, such as, but not limited to:

- number of tickets for sale;
- the maximum number of tickets that can be purchased by one customer;
- age restriction;
- purchasing a ticket with insurance;
- the price of tickets for sale;
- subscriptions/season tickets price;
- discount codes etc.

!please note, that in the case of a verified event, the organizer is entitled not to allow the person holding the ticket to the event if he/she does not comply with the organizer's verification/event rules.

#### **- Return/exchange rule**

4.5. Purchased tickets are non-refundable, except in exceptional cases specified in the article 4.6. of the Rules and Conditions

#### **4.6. Refunds in exceptional cases:**

(a) TKT.GE reserves the right to make refunds only in accordance with the existing terms and conditions in case of cancelled or postponed event.

(b) TKT.GE notifies the customer of the above fact by means of telephone communication, e-mail, SMS message and/or social networks.

(c) In exceptional case, according to the decision of TKT.GE, the amount of the ticket purchased will be refunded to the card from which the customer made the payment.

(d) In the event of a successful order and payment by the customer, TKT.GE has the right not to refund the amount paid by the customer, despite the customer's request. In addition, TKT.GE is not responsible for refunds for a successfully completed event.

(e) Decision on the return of the cost of the tickets to the customer is made by the event organizer The Company is not responsible for the consequences of the Organizer's refusal to refund the customer's order or ticket price.

(f) If the Organizer refunds the amount of the cancelled or postponed event tickets through our Company, the Customer will receive a refund only for the cost of the ticket/order minus the service and transaction fees of the Company.

#### **4.7. The following rules apply when returning a Georgian Railway ticket:**

- if there are less than 1 hour before the train's departure, the ticket is not refundable;
- A minimum amount of 1.50 GEL is deducted from the ticket price in case of refund
- In the case of cancellation/return of a train ticket, the cost of the company's services and the transaction fee is not refunded.
- when returning a ticket less than 15 hours before the trip - the minimum amount (1.50 gel) + 15% of the ticket value are deducted from the refunded amount.
- when returning a ticket less than 4 hours before the trip - the minimum amount (1.50 gel) + 30% of the ticket value are deducted from the refunded amount.
- an electronic can be returned 1 hour before the departure of the train from the starting station. The passenger receives back the amount of the travel document (ticket) minus the fee.
- this return policy may be changed based on the Railway instructions,

#### **4.8. The following rules apply when returning cinema tickets:**

- in order to return a movie ticket, it is necessary to be registered on our site and be a member of TKT Club. please note that you will not be able to return your purchased tickets without registration.
- the ticket amount is refunded according to club status:
  - Basic - 60% of the ticket price
  - Silver - 80% of the ticket price
  - Gold - 90% of the ticket price
- To use the return function, there must be at least 4 hours before the start of the movie.

#### **4.9. The following rules apply when exchanging an air ticket:**

- in connection with the air ticket exchange, the Customer is entitled to contact the air company and/or TKT.GE;
- If contacting TKT.GE, the customer must contact TKT.GE at least 24 hours before the start of the flight; (Please note that TKT.GE business hours are 11:00-19:00)
- TKT.GE will transfer the customer's request for ticket exchange to the relevant airline company. TKT.GE is not responsible for the feedback of the airline company;
- the ticket exchange case is reviewed and resolved by the Air Company in accordance with its internal policies, terms and conditions and/or other relevant regulations;
- In the event of a complaint, the customer should contact the airline company. TKT.GE is not responsible for ticket exchange, communication with the airline company and/or other technical or other details related to ticket exchange;

#### **4.10. Airline ticket return procedure:**

- in connection with the air ticket return, the Customer is entitled to contact the air company and/or TKT.GE;
- if the customer contacts TKT.GE, TKT.GE contacts the airline company. TKT.GE is not responsible for the feedback of the airline company;
- TKT.GE is not responsible for a ticket return, communication with the airline company and/or other technical or other details related to the ticket return;
- the ticket return case is reviewed and resolved by the corresponding airline company in accordance with its internal policies, terms and conditions and/or other relevant regulations; the company is not responsible for the decisions of the airline company.
- In the case of a ticket return, the airline itself determines the amount of the refund to the customer. The airline transfers to TKT.GE the amount to be refunded to the customer within 30-90 days of the customer's and/or TKT.GE's application.
- TKT.GE will refund the buyer within no more than five business days, with deduction of company commission and transaction fee.

#### **4.11. Procedure of transfer of an air ticket to another person:**

- 4.11.1. Transfer of an air ticket to another person is not allowed.
- 4.11.2. TKT.GE is not responsible for any issues related to the trip and/or informing passengers about them (documentation to be presented at the border, Covid regulations requirements, etc.);
- 4.11.3. TKT.GE is not responsible for the consequences if a passenger does not show up and/or is late for a flight;
- 4.11.4. TKT.GE is not responsible for communicating flight-related details to the customer. such communication is carried out by the relevant airline company;

4.11.5. Communication with TKT.GE regarding air tickets is not mandatory. the customer is entitled to contact the relevant airline company directly;

4.11.6. TNET LLC (TKT.GE) has the right not to accept the return of the tickets purchased by the customer, for which it cannot be held responsible in any way.

4.11.7. In exceptional cases, TKT.GE shall be entitled to accept the return of the tickets purchased by the customer, in its discretion and by decision under the terms and conditions set forth in these rules.

## 5. Limitation of Material Liability

TKT.GE's liability shall be limited to the amount of TKT.GE's reimbursement from the fees paid by the user within the dispute cases, excluding all taxes, fees and commissions. Complaints related to tickets from users will be considered no more than 1 day before the date of the event.

## 6. Terms of use of materials

Any type of information, text, photo and graphic image posted on the TKT.GE website is the property of the company and its use or duplication without the written permission of TKT.GE is prohibited. The said action will result in liability in accordance with the current legislation of Georgia.

## 7. Procedure for reporting fraud/suspicious cases

7.1 If you notice any unusual or suspicious transactions on the company's platform, please contact the company's customer service center at 995322195577 or contact the company via email at Support@Tkt.ge.

7.2. The user is obliged to immediately contact the company's customer service center +995322195577 or through other communication channels available on the website), in the event that the user has a reasonable suspicion that the information, password or other security access code(s) or means of access to his/her personal account have been stolen, lost, misappropriated, used without permission or otherwise appropriated. Failure to comply with this obligation will endanger the security of the user's personal account (profile), as well as result in his/her liability for any loss/damage;

## 8. Regulatory legislation and dispute settlement procedure

8.1. Relations are regulated by the current legislation of Georgia.

8.2. Dispute review, if any, is carried out by the Tbilisi City Court.

## 9. Privacy Policy

9.1. Please read the privacy policy carefully. (To read the privacy, go to the following [link](#)). By accessing and using our website, you confirm that you have read and agree to our privacy policy and all terms of use of our website.

9.2. TKT.GE processes the user's personal data within the scope that is necessary to provide services to the user. In addition, the use of the offer by the user (purchase or attempted purchase) constitutes his/her additional consent to the processing of personal data. TKT.GE reserves the right to process the user's data for direct marketing purposes within the limits permitted by law, and the user has the right to request to stop using his/her data at any time for direct marketing purposes. TKT.GE reserves the right, and the user



agrees, to transfer his/her personal data to the organizer of the event in order to provide services to the user. If necessary, the user can request to cancel the account and delete the data from his/her profile page.

9.3. TKT.GE applies all reasonable means to ensure the protection of user data. TKT.GE is not responsible if third parties illegally access user data (including personal data, bank plastic card data, etc.).

9.4. In order to prevent crime, protect the safety of people and property, and protect public order, TKT.GE is authorized to equip the so-called scanner holders with mini body cameras during events, which the user automatically agrees to by purchasing tickets for a specific event. The said video/audio recording will be stored in the company's databases for a period of 1 (one) month and only TKT.GE and the event organizer will have access to it.

## **10. A single agreement**

These Terms and Conditions, together with other agreements between users and the company, constitute the single and entire agreement regarding the platform and/or services and supersede all prior and contemporaneous communications, understandings, written or oral statements and warranties related to the platform and/or services.

## **11. Communication**

To report any issue, you can contact the company's customer service center, TKT.GE e-mail or the company's official Facebook page by sending an electronic message (11:00-19:00).

## **12. Term and Termination of the Agreement**

12.1. This agreement shall become effective upon the user's acceptance of these terms and conditions and shall remain in effect until the user's registration/account (profile) is cancelled.

12.2. The agreement can be terminated in the cases provided by the legislation of Georgia and/or this agreement or at the initiative of the user at any time.

12.3. The user terminates the agreement by sending a prior written notice to the Company. The user is obliged to fully pay the debt to the company and the seller (if any) no later than 5 (five) calendar days after sending the written notice to the company about the termination of this agreement.

## **13. Making changes**

13.1. The company is entitled to unilaterally make changes to this agreement and the privacy policy any time by posting on the same website without further additional consent of the user. Continued use of the website and services after the aforementioned changes will be deemed as consent to the changes to the user agreement.

13.2. The user is entitled to terminate the validity of these terms and conditions at any time within 10 (ten) calendar days from the posting of information on the company's website and/or application in accordance with clause 13.3 of this agreement.

13.3. In the event that the user does not exercise the right described in clause 14.2 of this agreement, the changes (additions) offered by the company will be considered accepted by the user, and the agreement will be amended in accordance with the proposed terms. The company has the right to make a change

that does not worsen the user's situation to take effect immediately after its posting on the company's website and/or application.

#### **14. Transitional provisions**

14.1. By agreeing to the terms and conditions, you agree to receive informational and promotional emails to your specified email address.

14.2. The headings mentioned in these terms are used only for convenience and do not affect the definition and interpretation of the terms;

14.3. The company is entitled, in the presence of a proper basis and/or for a legitimate purpose, to request the user, and in case of such a request, the user is obliged to provide the company with any additional information and also to present relevant supporting documents that the company requires or is defined by the legislation of Georgia;

14.4. The company reserves the right to unilaterally suspend or terminate a person's registration or authorization on the website, if it considers that he/she is acting incorrectly, in violation of these terms and conditions or the legislation of Georgia;

14.5. The company has the right to terminate or suspend access to the user's account, delete his/her application or user's account (profile) in such a case, if the user violates the rules defined by these terms and conditions or the applicable legislation of Georgia in the mentioned case. In exercising the said right, the company is released from all kinds of responsibility.

14.6. The company is not responsible for temporary interruptions or delay in the operation of the website, although it takes all measures to avoid such interruptions.

14.7. The company has the right to create, receive, store any document in the form of a material and/or electronic document, make changes or corrections to the data, issue (publish) any document and/or information that may have legal consequences, as well as use the electronic document circulation system, unified automatic management means, electronic signature, electronic and/or technical signature. An electronic document and its printout have the same legal force as a physical document. An electronic signature on a document, as well as a signature by electronic and/or technical means, is considered to have the same legal force as a personal signature on a physical document.

14.8. If any clause or part of these terms and conditions is revoked, invalidated or terminated for any reason, the said clause or part thereof will no longer apply, which will not affect the validity of the remaining clauses of the terms and conditions;

#### **Appendix 1**

##### **Account (profile) closing procedure**

You (the user) have the right to request the closing of your account (profile) and deletion of data at any time in writing on the company's platform from the user's registered e-mail address to the company's e-mail address [Support@Tkt.ge](mailto:Support@Tkt.ge).

Before requesting to close your account (profile), make sure that all your obligations have been fulfilled and that you have no current debt or obligation to the seller/company.

Within 10 working days of registering your request, we will fulfill your request - close your account and delete your data.

Regulation of personal data on a closed account

The right to delete your personal data is determined by the current law of Georgia on personal data protection.

The Company deletes your personal data using methods such as encryption and pseudonymization. For your part, you should clear the cache, cookies, and history of each browser you used to access your company account. If you have downloaded the company's application on any of your devices, you must uninstall it.

You will receive a notification from the company about closing the account (profile).

Exceptional cases of account (profile) closure and deletion of personal data.

We cannot close or delete your account (profile) / data if:

- You have a current obligation/debt to the company/seller;
- Account-related data is required for the purpose of detecting/preventing/mitigating or investigating fraudulent or illegal activities;
- Account-related data is required for us to comply with relevant laws and regulations;
- Account-related data is needed to respond to complaints and to find ways to resolve them;
- there is an order/decreed/decision from the relevant authorized body to maintain/store data related to the account;

If we are unable to delete your data for any reason, it will be retained in accordance with our privacy policy.