

GENERAL TERMS & CONDITIONS

Last Updated 12 December 2020

These Terms and Conditions (“T&C’s”) of Mseed gcv, with registered office at Boulezlaan 26, 8790 Waregem, Belgium, registered in the Crossroads Bank for Enterprises under n° 0694.550.979 and Cynthia Gabriels, with registered office at Engelendalelaan 132, 8310 Assebroek, Belgium, registered in the Crossroads Bank for Enterprises under n° 0737.707.368 (“Company”) govern each purchase and use by you, our customer (“you”, “your”) of the tickets (“Tickets”) for the Gigspot events (“Events”) including the provision of artist performances on the one hand and the digital entertainment platform www.gigspot.live (“Gigspot”) and any other services and related content made available thereon for the purposes of the Events on the other hand (“Services”).

Together with the purchase order, the order and purchase confirmation, the Privacy Policy and Cookie policy and any other documents referred to therein or communicated to you by the Company during the purchase process, these T&C’s constitute the agreement between the Company and yourself (the “Agreement”). By purchasing a Ticket, accessing the Events and viewing Content (as defined below in section 2 of these T&C’s), or otherwise using our Ticket and Services, you acknowledge that you have read this Agreement, you understand it, and you unconditionally accept to comply with and be bound by its terms. If you do not or cannot agree with any part of this Agreement, you should refrain from using Gigspot, the Ticket and any of the Services.

1. General conditions of purchase

1.1 Age requirement: You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement.

1.2 Ticket: Subject to the terms of this Agreement, you can purchase Tickets from the Company. The range of Tickets, and the Services and Content and related features included in each Ticket, is detailed on www.gigspot.be.

1.3 Period of use: Tickets can in principle only be consumed on the date of the Event and according to the program and timetable of the Event in your time zone. However, some Tickets may include video-on-demand access to the Content for a limited period of time after the Event, as further detailed in the relevant Ticket description included on www.gigspot.be. Separate and/or additional terms and conditions of use may apply to the use of added products and services related to the Events.

1.4 Access: Access to the Events will always be delivered to you electronically.

1.5 Pricing: Prices for the Tickets will be those mentioned on www.gigspot.be at the moment you complete your order. The Price of the Tickets include a charge for the provision of the artist performances during the Event on Gigspot on the one hand as well as the provision of Gigspot and any other related content on Gigspot on the other hand. These prices are indicated in Euro and are mentioned inclusive of VAT. The Tickets be described as accurately as possible on www.gigspot.be and the price only concerns the Tickets as described. Pictures, images or video’s on www.gigspot.be or seen during the purchase process are only illustrations, have no contractual value and can include elements which are not included in the price. You acknowledge that you will be charged immediately

for the Tickets that you purchase, and charges are non-refundable. The Company reserves the right to change Pricing at any time in its sole discretion (except with respect to your completed orders) and does not provide price protection or refunds in the event of a later price drop or promotional offering.

1.6 Purchase process: Subject to article 1.10 and 1.11, Tickets can only be purchased with the Company. Payments can be made via the following means of payment: Bancontact, VISA, Mastercard. Purchases are processed through the Company's third party ticketing and payment service provider. The electronic payment process is subject to the general terms and conditions of the payment service provider. If you want to finalize your order, you will have to go to the order process and at the end click on the button to confirm your order with payment obligation. When your order is finalized and we have received your payment in full, you will receive a purchase confirmation and access to the Events you purchased on Gigspot (by filling in your Gigspot account credentials, or your access code, as applicable on the landing page) and you will be able to use your purchased Ticket and the Content and Services included therein. Without prejudice to article 1.10 and 1.11, Tickets that are obtained in a different manner (either through a different sales channel, or by evading, in any way, the purchase process) will not be deemed valid by the Company and the Company reserves the right to deny you access to Gigspot, the Events and the use of your purchased Ticket and/or our Services.

1.7 Gigspot account: Following your Ticket purchase with the Company, we will generate a Gigspot account for you. Your personal data will be processed in accordance with our Privacy Policy.

1.8 Refunds: Unless otherwise noted, all paid transactions are final. Once you have accessed the Event on Gigspot, you will be deemed to have enjoyed the full benefit of the transaction. You will not be entitled to any refund or credit if you cancel your order prior to the Event, simply fail to view certain Content or are unable to receive certain Content because of a problem with your computer, your network connection, any intervening network connections or some other reason not attributable to the Company. The Company shall hence have no responsibility to reimburse you, whether by refund or credit, in the event you are dissatisfied with any part of the Ticket, Service, Content (e.g., potentially offensive material), the quality of the Content (e.g., the quality of video or audio), the terms applicable to use of the Content (e.g., the duration of Content availability), or in the event you are dissatisfied with the delivery of the Ticket, including the Services or Content because of elements beyond the Company's control (e.g. the speed of your internet connection, rebuffering, network outages,...).

1.9 Right of withdrawal: This article 1.9 only applies to consumers, i.e. any natural person who is acting for purposes which are outside his trade, business, craft or profession. In accordance with Article VI.53, 12 of the Belgian Code of Economic Law, purchasers may not exercise their right of withdrawal in accordance with Article VI.47 for the provision of services related to leisure activities if the contract indicates a specific execution date or period. The Company provides the Ticket and all its components as a service that allows you to attend and enjoy Events (a leisure activity) for the limited period of time mentioned in article 1.3 above. Hence there is, in principle, no withdrawal right.

1.10 Business to Business sales: Whereas the Company intends to sell the Tickets mainly to individuals for their personal use, the Company may allow undertakings, companies, or other legal entities ("B2B Purchaser") to purchase a certain number of Tickets, as a package, in order to allow these B2B Purchasers to provide certain individuals (such as the employees of the B2B Purchaser, or individuals who are business contacts or customers of the B2B Purchaser) access to the Events on Gigspot, Content, and Services ("B2B Sales"). The prices and specific conditions for such B2B Sales may be listed on www.gigspot.be or will be agreed upon in a separate contract between the Company and the B2B Purchaser. B2B Purchasers are in any event also required to comply with all obligations under this Agreement, to the extent, as the case may be, they are relevant for a legal entity. The B2B



Purchaser will, after payment of the price, receive the agreed-upon number of access codes for the same number of individual users (“B2B User”). Together with the access codes, the B2B Purchaser will provide its B2B Users a copy of these T&C’s, which become applicable to the B2B Users by their use of Gigspot, the Events, their viewing of Content, or them using any of the Tickets.

B2B Purchasers are only allowed to purchase Tickets in order to provide access codes for free to their B2B Users and are not allowed to charge their B2B Users any fee or perform any onward sales (to individuals or legal entities) of all or part of the Tickets that they purchased.

1.11 Sales via Partners: The Company may authorize the official partners of the Company (the “Partners”) to purchase Tickets from the Company and sell these Tickets to you, in their own name, and on their own behalf. Such sales via Partners may be subject to separate general terms and conditions of these Partners, including different prices and rules regarding refunds, and/or may be subject to the laws in the jurisdictions where the Partners operate. With the exception of provisions in this Agreement that specifically relate to the sales process by the Company directly, all terms and conditions in this Agreement regarding the Tickets also apply to you when you have purchased the Ticket via a Partner when you access Gigspot, the Events, view Content or when you otherwise use our Tickets through the access codes that are provided to you by the Partner.

2. Content and Ownership

Unless otherwise mentioned, all media available on Gigspot for the purposes of the Events, including without limitation all music on the one hand and all broadcasts, information, audio, video, data, online services, text, pictures, games, animation and graphics on the other hand (“Content”) is protected by copyright and neighbouring and related rights, patents, utility and design models, rights to inventions, trademarks and service marks, business names and domain names, rights in computer software, database rights and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world (“Intellectual Property Rights”) of the Company or third parties who have licensed the Company to make such Content available to the users of Gigspot for the purposes of the events. The Company, on behalf of itself, its Content providers and licensors, expressly reserves all intellectual property rights in all Content accessible through Gigspot for the purposes of the Events. Except as expressly provided herein, no right, title or interest in any Content is transferred to you as a result of a purchase of a Ticket (directly by you or by a B2B Purchaser), your use of Gigspot and the Events or Services or your payment to the Company or any third party in exchange for the ability to access and view particular Content.

3. Your use of the Ticket, the Services and the Content

3.1 Registration: In accessing Gigspot or certain of the Services and Content on Gigspot for the purposes of the Events, you may be asked to provide registration details, including but not limited to your Gigspot registration details, a valid e-mail address, date of birth and your full name. We will not grant any user access to any registration-required portions of Gigspot unless the user has completed the necessary registration associated with access to such portion of Gigspot.

3.2 Limited License: When you purchase a Ticket or receive an access code from a B2B Purchaser or a Partner, the Company grants you (and you agree to accept), a non-exclusive, non-transferable, limited, revocable license to access and use the Ticket, Gigspot, Services, and Content, through the Authorized Devices (as defined below in section 5.2 of these T&C’s) solely for personal, private, non-commercial purposes (“Private Use”) in accordance with this Agreement, provided that you maintain and abide by all Intellectual Property Rights notices and other proprietary notices contained therein.

If you violate the limited license, your permission to access and use the Ticket, Gigspot, the Events, Services, and Content will automatically terminate. You acknowledge that the Company or its licensors may include digital rights management technology in the Content, and that such technology may “time out” or automatically disable your ability to view and use certain downloaded or streaming Content after a stated period of time. Private use may include the use of the Ticket to watch the Content with a limited group of family or friends in a private space, unless the applicable copyright laws in your country regard this use as a communication to the public. The Company shall in any event not be liable for such Private use.

For any use of the Ticket, Gigspot, Services, and Content outside the in the previous paragraph described Private Use (for instance where you intend to use the Ticket for making available Gigspot, the Events, Services or Content available to the public in a public space or a commercial outlet, even free of charge, or at any place where an admission price is charged or where access to the all or part of Gigspot, the Events, Services or Content by the public is made subject to the payment of any charge, however denominated or determined) (“Extended Use”) you should contact the Company via info@gigspot.be for a specific offer.

For any Private Use which is regarded as a communication to the public or any Extended Use, you will in all circumstances be liable to pay any and all applicable (intellectual property) rights, taxes and duties as applicable in your jurisdiction.

3.3 Forbidden use: Except as expressly permitted in this Agreement, you may not and you agree not to:

- Reverse engineer, copy, disassemble, duplicate, archive, derive the source code of, reproduce, distribute, transmit, download, capture, perform, reproduce, republish, rebroadcast, translate, modify, adapt, upload, edit, post, mirror, create derivatives from or based upon, transfer, sell, license, distribute, exploit, circumvent, frame or deep-link, make available or otherwise use in whole or in part, any of the Content available through Gigspot and the Events (or attempt, or encourage or assist any other person, to do any of the foregoing), other than as permitted under this Agreement;
- Interfere with or disrupt Gigspot, the Events, Content or Services, and the servers or networks connected to Gigspot, the Events, Content and Services, or transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature through your use of Gigspot, the Events, the Content and the Services;
- Make any Content available over a network (the Internet, mobile telecommunications networks or other) or via any other reception devices other than an Authorized Device where it could be used on multiple computers simultaneously or otherwise broadcast to multiple viewers other than as allowed hereunder;

Use Gigspot, the Events, Services and Content so as to violate any Intellectual Property Rights privacy and data protection laws and regulations, publicity rights, any communications laws and regulations, or any other laws, including without limitation laws concerning defamation, harassment, obscenity, pornography, misrepresentations or omissions, or in a manner that suggests an association with any of the Company’s or its licensors’ products, services or brands;

- Either directly or through the use of any device, software, web-based service or other means, remove, alter, bypass, avoid, interfere with, or circumvent any Intellectual Property Rights notices or other proprietary notice marked on the Content or any digital rights management mechanism, device, or other content protection, copy control, or access control measure associated with the Content, including geo-filtering mechanisms;

- Gain or attempt to gain unauthorized access to Gigspot, the Events or Content through hacking, password mining, web or screen scraping, or any other means;
- Use Gigspot or the Events for the purpose of gathering information for or transmitting unsolicited messages, including e-mail, which includes a prohibition to use any part or feature of Gigspot or the Events for the purpose of promotions or advertising of products or services of yourself or of third parties;
- Use Gigspot, the Events or any Services and/or Content for any purpose that is unlawful or prohibited by this Agreement, or to solicit the performance of any illegal activity or other activity which infringes the rights of the Company or others.
- Authorize or allow any other party to do any of the acts forbidden in this Agreement via the use of your account credentials or access code.

3.4 Responsible use: You are responsible for the use of your purchased Ticket, including use by other members of your household. B2B Purchasers are also responsible, and can be held jointly liable, for the use of the Ticket by their B2B Users. By allowing others to use your Ticket, you agree to be responsible for ensuring that such other individual(s) comply with this Agreement and you agree to be responsible for their activity on Gigspot and the Events. Notify us immediately via Customer Care (contact details below) if you suspect any unauthorized use of your Ticket. You agree to provide accurate, current, and complete Information (including payment information) when purchasing and using the Ticket. You further agree to maintain and update your information as required to keep it accurate, current, and complete. The Company can terminate or restrict your access to Gigspot, the Events, Services and/or Content if any information you provide is false, inaccurate, misleading or incomplete or if your access to the Content places an undue burden on our networks or servers. If the Company terminates your access, you may not access it again.

3.5 COVID-19. The Company wants you to enjoy the Events in all safety and does not promote the organization of large gatherings or community events to jointly attend the Events: the Events can be enjoyed alone, with friends and family or in small groups as long as you comply with the Covid-19 rules and recommendations that are taken by the competent authorities in your jurisdiction (such as social distancing, regular washing of hands with soap and water, wearing face masks and limiting the number of attendees at one place). The Company cannot be held responsible for any consequences if you or any of the people you allow to make use of our Tickets do not comply with the applicable Covid-19 rules and recommendations of the competent authorities in your jurisdiction.

4. Services/Content considerations

4.1 General: The Services and Content on Gigspot that are available to you for the purposes of the Events depend on your Ticket or access code type (as applicable). Furthermore, Services and Content are available according to a program and timetable (subject to change). Certain Services and Content run simultaneously and may overlap. You can digitally navigate through the Services and Content on Gigspot for the purposes of the Events yourself and make your choice for the asset you wish to experience. You acknowledge and accept that, as is the case during regular live event, some Services and Content may have a capacity limit, the usage of which is subject to a 'first come first serve' principle. You will be adequately informed of the applicable capacity limits for the Services and Content in the Tickets description on www.gigspot.be as well as in the relevant parts on Gigspot, if any. In case of a capacity limit, the Company cannot guarantee that you will be able to use these particular Services and Content. In any case, no refund can be given if you were unable to use one or more Services and/or Content on Gigspot during the Events due to a capacity limit.

4.2 Access: In order to access Gigspot, the Event Services and Content, you must have access to the World Wide Web, either directly or through devices that access Web-based content and must pay any service fees associated with such access. Not all of the features available through the Services and Content, including certain live streaming audio, video or access to high-quality video, will be



available to you unless your internet subscription and receiving devices satisfy the minimum technical requirements included herein or as they may be presented to you when you make your purchase of a Ticket. As the Company may make improvements and additions to the Services and Content, the minimum technical requirements for access to the Services and Content may change. You are responsible for determining whether your receiving devices satisfy the minimum technical requirements before you make your purchase. Moreover, if we change the minimum technical requirements after you make your purchase such that your receiving devices no longer satisfies the requirements, your exclusive remedy will be to request termination of your access to Gigspot for the purposes of the Events under the provisions here.

4.3 Availability: The availability of Gigspot, the Events, Content and the Services included in the Tickets may be affected by a variety of factors, including delays or cancellations by suppliers, technical problems or network delays, program rescheduling, or other reasons beyond the reasonable control of the Company such as local government decision to block websites/URLs and such deny you access to Gigspot. You agree that the Company is not obligated to provide you with any specific content under this Agreement and that the Company can change or suspend access to Gigspot, the Events, Services and Content, in whole or in part, at any time without notice for any such reasons without the Company being liable for any claims, costs, or damages caused by or arising out of such actions. Whereas we use reasonable efforts to make available all Content and Services, and all features thereof, in all countries, it may be that in certain countries not all Content and Services, or not all features thereof, are available (for instance because of legal restrictions in your jurisdiction).

4.4 Quality: The quality of how you receive the Services and Content may vary from Authorized Device to Authorized Device and may be affected by a variety of factors, such as your Authorized Device, your location, the bandwidth available through and/or speed of your Internet connection and/or the resolution, settings or configuration of your Authorized Device that you selected for viewing your Content. Gigspot, the Events, Services and Content are subject to transmission limitations of the Internet and networks, including without limitation video and audio dropouts, rebuffering or loss of connection. The Company makes no representations or warranties about the quality of your viewing experience on your Authorized Device or the ability of any Authorized Device to access or play the Content. In order to stream or access Content, your Authorized Device must meet certain system requirements, which may include but not be limited to having high speed Internet access. You are responsible for any and all Internet access and data transmission charges. Please check with your Internet provider for information on possible Internet data usage charges.

4.5 User Generated Content: We may allow you to interact with us and other users of Gigspot by uploading, submitting, sharing or publishing content such as but not limited to videos, recordings, images and text. You must ensure that such content (“User Generated Content”), and your conduct, complies with this Agreement, including but not limited to the terms of use included in section 3.3. the Company can take all appropriate actions to enforce its rights including removing specific content or suspending or removing your access to Gigspot, the Events, Services and/or the Content. You may only upload User Generated Content that you have the right to upload and share. Intellectual Property Rights owners, and in particular copyright owners, may send the Company a takedown notice if they believe the Company is hosting infringing materials. We will, in appropriate circumstances, proceed with such requested takedowns and may also terminate the accounts of persons who commit a serious or repeated smaller infringement. You also agree that, to the extent the Company users post any User Generated Content on Gigspot, those users, and not the Company, are entirely responsible for all information posted by them. The Company and its licensors do not guarantee the accuracy, integrity or quality of such User Generated Content. Neither the Company nor its licensors will be liable in any way for any User Generated Content or other information made available on the Gigspot, including without limitation for any loss or damage of any kind from infringement of any Intellectual Property Right, trade secret, data protection and privacy right or



other proprietary right or interest, or from any defamation, obscenity, pornography, harassment, error or omission.

By purchasing a Ticket, accessing the Gigspot, the Events, viewing Content, or otherwise using the Ticket you are granting the Company and its affiliates, its third-party service providers, media and digital companies, social media services and platforms, and any other representative or designee of the foregoing a cost and royalty-free, non-exclusive, irrevocable, perpetual, unrestricted, worldwide, sub-licensable, transferable license to use, reproduce, broadcast, publish, transmit, perform, display, create derivative works from, translate, adapt, modify, distribute, exhibit, disseminate and otherwise exploit your User Generated Content for any purpose whatsoever, including; advertising, marketing and promotional purposes, and in any media whatsoever, now or hereafter existing or developed, even if this Agreement is later modified or terminated. You will retain all ownership of your User Generated Content (subject to the license granted herein).

4.6 Links to third party websites: Inclusion of links from Gigspot to any third-party website, as well as advertisements of third parties on Gigspot, do not imply our approval or endorsement of the linked website or of said advertisements. If you decide to leave Gigspot and access the third-party sites, you do so at your own risk. The Company is not responsible for third parties' advertisements on Gigspot and for the availability of such external sites and does not endorse and is not responsible or liable for any content, privacy policies, advertising, products, or other materials on or available from such sites. You acknowledge and agree that the Company will not be liable for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available through any such sites.

4.7 Language: You acknowledge and accept that Gigspot, the Events, Content and the Services will be offered in the English language only.

4.8 Age limitations: Some parts of Gigspot, the Events, Content or Services may be subject to age limitations, and you will be asked to confirm your age before accessing these parts. You have to respect these age limitations, and we reserve the right to deny access in case of non-respect.

5. Technical considerations

5.1 System requirements: Access to Gigspot for the purposes of the Events, Services and Content requires one or more compatible Authorized Devices, Internet access (fees may apply), and certain software (fees may apply), and may require obtaining updates or upgrades from time to time. Because access to Gigspot, the Events, Services and Content involves hardware, software, and Internet access, your ability to access the Content may be affected by these factors. You acknowledge and agree that such system requirements, which may be changed from time to time, are your responsibility and you cannot request a refund in that respect. Please also note that sharing your Gigspot account credentials or your access code (as applicable) is not authorized, your access to the Content may be limited to a single active stream, in which case you will need to log out of one stream before you can access the Content on another Authorized Device. Please also note that such process is subject to latency issues, and the media player on certain Authorized Devices may not support restart, playback, pause, rewind or other functionality.

5.2 Authorized Devices: Subject to article 5.1, you may authorize up to two (2) devices to use your Ticket and as such, our Services and Content (each, an "Authorized Device"), provided that an Authorized Device may only be registered to a single Gigspot account at a given time.

5.3 Continuity of service: The Company does not guarantee continuous, uninterrupted or secure access to the Content, Service, and operation of Gigspot and/or the Events may be interfered with



by numerous factors outside our control. The Company makes no representation that Gigspot, the Events, Services and/or Content is appropriate or available for use in any particular location. You are responsible for compliance with all applicable local laws. The Company reserves the right to modify or temporarily discontinue Gigspot and/or the Events (or any part thereof) without advance notice, for instance for urgent technical interventions. You agree that the Company and its licensors will not be liable to you or to any third party for any modification of Gigspot or any interruption of the availability of Gigspot and/or the Events or to any Content, regardless of reason or duration. The Company is not responsible for any error in copy, images, or video relating to any service or feature of Gigspot and the Events. The Company is not liable for any failure to perform any of its obligations as contained herein due, directly or indirectly, to the failure of any machine, system of authorization, data processing or communication system or transmission link or any other event beyond the control of the Company. The Company will not be liable for any damages to, or viruses that may affect, your computer equipment or other property on account of your access to, use of or browsing Gigspot, the Events, Services or Content.

6. Term and termination

6.1 This Agreement starts as from the moment the order for a Ticket is made (and, for B2B Users, as from your first use of Gigspot for the purposes of the Events) and continues to apply thereafter as long as you use Gigspot, our Service and/or Content.

6.2 If you commit a serious or repetitive breach of this Agreement, the Company may, at its option, and without prejudice to its right to claim damages: (a) terminate this Agreement immediately, with or without advance written notice; (b) suspend, delete, or limit your access to Gigspot, the Events or any Services and/or Content within it; and (c) retain any amounts payable to you (which you forfeit). If the Company denies you access, you may not access again.

6.3 In the event of any termination or expiration of the Agreement, the following articles of this Agreement will continue to apply in full force and effect:

- section 2(Content & Ownership);
- section 3.3 (Forbidden Use);
- section 3.4 (Responsible Use);
- section 4.5 (User Generated Content);
- section 8 (Your Liability);
- section 9 (the Company's Liability);
- section 11 (Miscellaneous).

7. Privacy

For information about how we process personal data, we refer to our Privacy Policy for the Events, which you can find on www.gigspot.be.

8. Your liability

You agree to indemnify, defend and hold the Company, its distribution partners and content providers, and their partners, agents, distributors, promoters, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, advertisers, product and service providers, and affiliates harmless from any liability, loss, claim and expense related to your violation of this Agreement, your use of Gigspot, the Events, the Service or Content or your violation of any third party right, including without limitation any Intellectual Property, property or privacy right.

9. The Company's liability

9.1 No warranty: The Tickets, Gigspot, the Events, Services and Content are provided on an 'as is' and 'as available' basis. You use them at your own risk. Except as expressly set forth herein, and to the extent permitted by applicable law, the Company disclaims all warranties, express or implied, regarding the Tickets, Gigspot, the Events, Services and the Content, or your use or viewing thereof, including without limitation warranties as to the availability, accuracy, video or audio quality and warranties of merchantability, fitness for a particular purpose, title and non-infringement. Amongst other things, the Company makes no warranties (i) that the Tickets, Gigspot, the Events, Service and Content, or any part thereof, will be available or permitted in your jurisdiction, uninterrupted or error-free, free from viruses or other harmful components, completely secure or accessible from all devices or browsers, (ii) that defects or errors in Gigspot, the Events, Content or Services will be corrected, (iii) that any information contained on Gigspot, the Events, Services or Content will be accurate or reliable, (iv) concerning any content submitted by or actions of our users, (v) that any geo-filtering or digital rights management solution that we might offer will be effective, (vi) concerning any third-party websites and resources.

9.2 Limited liability: To the extent permitted by applicable law, the Company will not be liable for any indirect, incidental, special, consequential, punitive or exemplary damages, including damages for loss of business, loss of profits, goodwill, data or other intangible losses. If you are dissatisfied with any portion of the Tickets, Gigspot, the Events, the Services, the Content or this Agreement, your sole and exclusive remedy is to discontinue using the Tickets, Gigspot, the Events, the Services and the Content. Without limiting the foregoing, in no event will the aggregate, cumulative liability of the Company exceed the amounts actually paid by you for a Ticket (or paid for the individual Ticket you use from the B2B Purchaser), except for those situations where the Company's liability cannot be limited under applicable law. The Company cannot be held liable for any act or omission of a Partner.

9.3 Force Majeure: The Company will not be liable for any loss, damage, delay or failure caused by a cause beyond its reasonable control preventing it from performing any or all of its obligations under this Agreement, including but not limited to strikes, lock-outs or other industrial disputes, nuclear accident or acts of God, war or terrorist activity, sabotage riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, unavailability of the Internet or networks, fire, flood or storm, quarantine restrictions, epidemics, the failure of any machine, system of authorization, data processing or communication system or transmission link, unilateral cancellations by artists or other suppliers. In the event of such a force majeure event, the Company has the right, at its sole discretion, to postpone all or part of the events until the force majeure event ends or to cancel all or part of the events.

10. Customer Service

10.1 If you have any questions on the purchase or use of your Ticket, you can contact Customer Service team via info@gigspot.be. Further contact details are also available on www.gigspot.be.

10.2 Complaints can also be filed through the Online Dispute Resolution platform of the EU Commission at ec.europa.eu/consumers/odr.

11. Miscellaneous

11.1 Assignment: This Agreement and the rights and licenses granted hereunder may not be transferred or assigned by you, but may be assigned by the Company in our sole discretion subject to our Privacy Policy for the Events.



11.2 Entire agreement: This Agreement constitutes the entire agreement between you and the Company and supersedes all prior written and oral agreements or communications with respect to the subject matter herein. The foregoing is without prejudice to the additional terms and conditions that may apply to purchases of goods or services related to the Events via www.gigspot.be or otherwise, and to separate terms and conditions (of the Company or of third parties such as our Partners or other partners and sponsors) that may apply to specific portions or features of Gigspot and/or the Events, including contests, promotions, sweepstakes or other similar features. You agree to abide by such other terms and conditions, including where applicable representing that you are of sufficient legal age to use or participate in such contests, promotions, sweepstakes or other similar features.

11.3 Severability: If any term in this Agreement is declared unlawful, void or for any reason unenforceable by any competent court, then such term will be deemed severable from the remaining terms and will not affect the validity and enforceability of such remaining terms.

11.4 Waiver of rights: the Company's failure to enforce its rights hereunder or to act with respect to a violation by you or others does not waive our right to act with respect to subsequent or similar violations.

11.5 Applicable Law and Competent Court: This Agreement is governed by Belgian law. Any dispute arising out of this Agreement or your use of Gigspot, the Events, the Services or Content will be brought before the exclusive jurisdiction of the courts of Kortrijk, Belgium.