

EVENTGO TERMS OF USE

Welcome to Eventgo's event platform!

We are so glad you are here and are happy to provide you with our Services. On this Platform, you can:

- in your capacity of a Client: i) facilitate and/or host virtual, IRL or hybrid Events by creating your own event websites to promote and plan the events, ii) sell event tickets to Users through our ticket system and payment processing and iii) use our system for sending information to the Participants.
- in your capacity of a Team Member: manage the Client's Event.
- in your capacity of a User: purchase and book tickets to Events.
- in your capacity of a Participant; attend to the Events.

Please follow the terms of use stated herein and the terms in the other documents that are referenced below insofar they apply to you (herein after referred to as "Eventgo's Terms").

Note that definitions used in Eventgo's Terms shall have the meanings set forth in section 3 "Definitions" below, when they are indicated with a capital letter, regardless of whether they are used in the plural or singular, in definite or indefinite form.

1. INTRODUCTION AND SCOPE

Eventgo's Terms are a legally binding contract between you (herein referred to as "the User", "you", "your") and Eventgo Sweden AB, incorporated, and registered in Sweden with company registration number 556402-2704 (herein referred to as "Eventgo", "we", "our", "us").

The User and Eventgo are referred to below collectively as the "Parties" and individually as a "Party".

Eventgo's Terms sets out your rights and responsibilities when you use or access the Platform and associated online and/or offline services, software, mobile application, products, information, distribution channels, APIs, Documentations, and components ("Services") that are made available or offered by us (herein after referred to as the "Services"). You should therefore read Eventgo's Terms carefully and make sure that you understand your rights and obligations.

All of the below mentioned terms and policies are a part of Eventgo's Terms, so be sure to read the ones that are relevant for you (depending on how you use the Services), since they contain the terms under which we offer you access to our websites, tools, and Services.

You are agreeing to Eventgo's Terms by using any of our Services, whenever you access the Service, on whatever device and regardless of how you access it (even just browsing one of our websites and/or platforms). If you do not agree with Eventgo's Terms, you may not use the Services.

Eventgo's Terms consist of the following terms including any other conditions, policies, guidelines, rules of procedure and/or instructions that we provide from time to time.

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You are also obliged to comply with the laws, regulations, and authority decisions in force at all times when using our Services. If you do not accept Eventgo's Terms which are applicable to you, you are not entitled to use our Services.

We also encourage you to read the information in the notices stated below:

- **Eventgo Privacy Notice:** this document contains information about our Personal data Processing. You can read the privacy notice [here](#).
- **Eventgo Cookie Notice:** this document contains information about the cookies used on the Platforms. You can read the cookie notice [here](#).

In the case of any inconsistency between a) these Terms, and b) the terms stated in an existing signed agreement between us or in the signup-form, the terms within the signed agreement or signup-form shall prevail.

Representative: The individual who accepts Eventgo's Terms on behalf of a company or other legal entity that it represents (the “Company”), hereby declares that it has the right and authority to enter into this legally binding agreement with us on behalf of the represented Company and confirms that Eventgo’s Terms become binding between us and the Company as the “User”. We do not undertake to verify that the authorized signatory has entered into the agreement on behalf of the represented Company, it is the responsibility of the individual concerned to confirm that the authority has been decided. The Company is responsible for its Team Members’ use of our Services and is responsible for their breach of contract.

2. DEFINITIONS

The following definitions used in Eventgo's Terms shall have the meanings set forth below when they are indicated with a capital letter, regardless of whether they are used in the plural or singular, in definite or indefinite form:

Account: refers to an identity in the Platform that identifies a User and gives the identified User access to the Platform's features.

Agreement: means Eventgo's Terms and any other terms and/or guidelines incorporated by reference entered into between Eventgo and the User.

Client: means the individual or entity (organization, business, or company) that hosts their Event on the Platform.

Content: means the content and materials that the User or others upload to or transmit through the Platform, such as Contributions, materials to be displayed during Events, interactive content, audio-visual content, and any other materials or information submitted to or made available through the Platform in connection with Events (excluding any IP-Rights and asset owned by Eventgo or its licensees).

Contributions: means any data, Content, and information that a User submits to the Platform, such as files or chat messages.

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Controller: refers to the person/entity who determines the purpose of a particular Processing of Personal data and how the Processing is to be carried out. Natural persons, legal persons, authorities, institutions, or other bodies may be Controllers.

Data Protection Legislation: refers to all applicable privacy and data protection laws that are in effect at any given time and that are relevant to a Party relating to the use of personal data, such as for example but not limited to: the codes of practice and guidance applicable to a Party issued by the relevant supervisory or data protection authority; the General Data Protection Regulation ((EU) 2016/679); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); the Data Protection Act 2018.

Documentation: means any user manuals, guides or documentation that is developed, published online, or otherwise made accessible by Eventgo that describes the functions, restrictions, and features of the Platform and Services.

Event: means an event facilitated by or hosted on the Platform by the Client, such as an online or hybrid event.

GDPR: refers to regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

Non-Eventgo Products: means third party information, services, products, systems, websites, software, directories, networks, databases, and applications, which the Service links to, or that the User connect to or enables integration with while using the Service.

Order: means the Services the Client selects during the online ordering process, or our sales order that is executed by us and the Client (which may be system-generated or manually generated), each of which are incorporated to the Agreement.

Organization: refers to a profile within an Account that identifies the Client as the Event's host, under which individual Events are established, administered, and handled.

Participant: means those individuals that are invited to attend, or who attends, the Client's Event (for example attendees, speakers, and Event sponsors). The Client or Team Members are not regarded as a Participant.

Personal data: refers to all data that, directly or indirectly, alone, or together with other data, can be linked to an identified or identifiable physical living person. Common examples of Personal data are name, telephone number, address, email address, user ID, etc.

Platform: means Eventgo's Event platform accessible from app.eventgo.se/ and/or badgeonline.se which include its associated services, products, software, components, networks, APIs, Documentation, and information.

Processing: refers to everything that is made with Personal data, automated or otherwise. Processing can take place through an individual measure or through a combination of different measures. Examples of common Processes of Personal data are storage, erasure, sharing, usage, registration, copying, collection, organization, use, adjustment, destruction, etc.

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Processor: refers to the one who Processes Personal data on behalf of a Controller, according to the Controller's instructions.

Services: means the Platform and associated online and/or offline services, software, mobile application, products, information, distribution channels, APIs, Documentations, and components that are made available or offered by Eventgo. Non-Eventgo Products are expressly excluded.

Subscription Fee: means the cost associated with, and fee payable for, the applicable Subscription Plan. Ticket Commission is not included in the Subscription Fee, since these are separate.

Subscription Period: refers to the applicable Subscription Plans license period.

Subscription Plan: means the purchased subscription plan for the Service as specified in the Order.

Team Member: means the Client's employees or consultants who use the Services on behalf of the Client, and those of the Client's third-party vendors and sponsors, who the Client authorizes to use and access or connect to the Client's Organization, including but not limited to the Client's Event managers and/or moderators.

Ticket Commission: means the Platform usage fee that we have the right to charge the Client for, which is based on a percentage of the ticket sales as well as any other goods and services sold, or donation solicited, using the applicable third-party payment platform provider available on the Platform. Please note that the Ticket Commission is separate from the Subscription Fee and thus not included in the Subscription Fee.

User: refers to the individual or entity who use the Services.

Website: refers to eventgo.se and badgeonline.se.

3. RIGHT TO USE THE PLATFORM

Minors: Minors under 18 and at least 13 years of age may only use the Service through an Account owned by a parent or legal guardian with their appropriate permission and under their direct supervision. Minors under the age of 13 must be registered by and/or have Event tickets purchased on their behalf by a parent or legal guardian, for every Event they attend.

General permission: We grant you a non-exclusive, non-transferable, non-sublicensable, limited, and revocable license to access and use the Services for its intended purpose, provided that you accept and adhere to the at any time applicable Eventgo's Terms. If you use the Platform in your capacity of a Client, your use of the Service is also subject to your payment of the Subscription Fee, unless you are using any free trial or free plan provided by us.

Laws: Each Party agrees to comply with, and abide by, all laws, applicable regulations, ordinances, orders, or codes, of any governmental entity having authority over the Parties,

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Services or Events, to the extent applicable to its exercise or performance of its rights and obligations under Eventgo's Terms.

No exclusivity: The User receives no form of exclusivity in any respect whatsoever in relation to the Agreement or the Services. For sake of clarity, the non-exclusivity shall not be construed as enabling other customers of ours to use the part of the Platform that will be dedicated to the Client for the Event.

4. THE SERVICES

The Platform is an online marketplace, and we are the provider of the Platform. Through the Platform, Users can enter into distance agreements with each other regarding for example the sale and purchase of tickets to the Client's Event. We are not a party to any agreements concluded between Users.

It is the Client that is organizing and administering the Events, not us. You hereby accept and understand that we cannot be held liable and are not responsible for any matters that the Client is responsible for (see Section 5 "Client's rights and obligations" below).

You are responsible for checking that the functions and facilities of the Service meet your own requirements, since the Services have not been developed to meet your individual requirements.

It is necessary for you to have an email, and a compatible device which allows you access to the internet (for example a computer, tablet, or smartphone), in order to use the Services. The device and its software may from time to time also need to be updated or upgraded. A microphone or camera and a loudspeaker or headset must also be on and not used by other applications, in order for certain features and functionalities of the Service to work properly.

Since software, hardware and internet access is involved in the use of the Services, the ability for you to use the Service may be affected by such factors and their performance. Such system requirements are your responsibility. You hereby expressly agree and acknowledge that:

- a) We are not responsible for satisfying the before mentioned requirements, and that
- b) the quality of any information, messages, or files posted, transmitted, published, streamed, or otherwise sent through the Service may be different from the quality in the uploaded file or stream, if it is necessary to adapt and conform to connecting networks, devices, standards of transferring data or our requirements.

Standard data traffic rates may apply when using the Services, as functions require the Platform to have an active connection to the internet. When using the Platform, you accept its responsibility for payment of all such charges from the mobile operator and/or third party (for example charges for data roaming, Wi-fi, etc.). We cannot be held responsible for any costs or possible charges incurred by you due to your use of the Services, for example costs charged by the mobile operator and/or any other third-party.

If you stream the Service onto any device which is not owned by you, you must have the owner's permission to use the device for this purpose. You are fully responsible for complying

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with the applicable Eventgo's Terms regardless of whether or not you own the device used to stream the Service onto.

You responsible for backing up your data and Content used or provided in connection with the Services. We do not assume any responsibility in relation thereto. You agree and accept that we shall not be liable for any corruption or loss of your data or Content (unless such responsibility is applicable according to mandatory legislation).

We have the right to use sub-contractors for the performance of our obligations under Eventgo's Terms. If we do so, we shall remain responsible for the performance of such subcontractor as for our own.

Information relating to the use, performance, and provision of the Services ("Analytics") may be used, logged, collected, aggregated, and analyzed by us and such information may be used to provide the Services to the User, as well as to, among other things, carry out troubleshooting, investigate abuse, analyze intrusions, improve the Services and other offerings provided or developed by us. We have the right to anonymize all data generated in connection with the User's use of the Platform. We also have the right to freely use, store and share such anonymized data without limitation in time, including the right to use anonymized data for statistical and evaluation purposes for the development of its Services.

5. CLIENT'S RIGHTS AND OBLIGATIONS

All requirements, questions or complaints concerning the Event itself must be directed to the Client, including any matters related to the subjects mentioned below.

The Client is responsible for, among other things:

- 1) invitee list,
- 2) how an Event is run,
- 3) when Events are created,
- 4) how the Event is configured,
- 5) implementation of the Event,
- 6) quality and content of an Event,
- 7) if an event is cancelled or moved,
- 8) any provided or produced Content,
- 9) what third-party integrations and functionality that are available for use at the Event,
- 10) the connection, transmission and streaming in case of streamed Events,
- 11) marketing activities related to the Event,
- 12) ticket sales to Events,
- 13) sales of merchandise,
- 14) donation handling,
- 15) managing and monitoring the conduct of Users,
- 16) providing Participants with any relevant notices, policies, and practices,
- 17) securing relevant consents and agreements with the Participants,
- 18) responding to and resolving any disputes between the Client and any User,
- 19) personnel matters related to Team Members,

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- 20) information about the Event and Event-specific conditions or rules,
- 21) securing and obtaining marketing consents from Participants,
- 22) handling all inquiries and complaints related to ticket refunds and pricing etc.
- 23) any financial compensation due to or linked to, for example, cancelled or moved Events, or other failings linked to the Events,
- 24) contests, promotions, and other activities provided or offered in connection with the Event or activities performed during an Event,
- 25) prohibiting any further use of the Service or access to the Event, if the Client becomes aware of any behavior by its Affiliates, Team Members or Participants that constitutes a violation of Eventgo's Terms. Such action can be done through the Client's Account at any time. The Client has the right to, in its sole discretion, revoke or block a User's access to its Event at any time.

The Client shall enforce Eventgo's Terms with its Affiliates, Team Members and Participants. We are not liable to the Client for any violations of Eventgo's Terms committed by any of its Affiliates, Team Members or Participants. The Client is fully liable to us for all actions or inactions by its Affiliates, Team Members or Participants under this Agreement, as if they were conducted by the Client.

6. PURCHASE AND BOOK TICKETS TO EVENTS

When you purchase or book a ticket to an Event in the Service, you are entering into an agreement with the Client that hosts the Event. We are not the hosts of any events provided on the Platform nor the seller of any tickets to Events or other related items.

You are hereby informed that specific terms of the Client may apply to an Event, and it is your responsibility to review such terms before purchasing or booking a ticket in the Service.

Information relating to an Event which is available in the Service, such as regarding the ticket price, number of available tickets and possible payment methods is provided to us by the Client, and we display it in the Service. We do not verify or check the accuracy, legality or similar of the information provided by the Client.

It is possible to book and purchase tickets to some Events without signing in on the Platform with an Account, provided that the Client (the host of the Event you want to attend) does not require you to log in and provide your personal information before completing the booking and/or purchase of the ticket. If the Client requires this, you will be asked to register an Account and sign into it in order to complete the booking and/or purchase process.

You may not purchase tickets in order to resell them for commercial purposes.

The Platform can be used by a Client as private individual for its own personal use, or by a Client in its capacity of an entity or trader, who use the Platform for commercial purposes. Information about whether the Client is a trader or not, based on the information the Client itself has provided to us, appears on the Platform.

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Clients in the capacity of traders are themselves responsible for complying with applicable legislation at any time including the obligations arising from consumer protection legislation.

If a Client is not a trader, and you enter into a purchase agreement in your capacity of a consumer, the provisions of the Swedish Act (2005:59) on distance contracts and agreements outside business premises and other consumer protection laws, for example the Consumer Purchase Act (2022:260) or the Consumer Services Act 1985:716, will not apply for any purchases you make from such Client through the Platform.

6.1. Payment of tickets to Events

We handle the processing of ticket sales and bookings on behalf of the Client which is responsible for the Event and the seller of tickets.

Before you complete your booking and/or purchase, the ticket price, including any additional fees and taxes are clearly stated.

When paying through an integrated payment service provider, the purchaser accepts the payment service provider's terms and conditions applicable at any time.

When you have completed your order and/or payment of your ticket, you will receive an order confirmation to the email address you have provided in the Service. If, against the odds, you have not received an order confirmation after completing the order and/or payment, you should first check the spam folder and then contact us if necessary. You are responsible for ensuring that the contact and delivery details provided in the Service are correct and for controlling that your booking is correct.

We hereby inform you that lost tickets cannot be replaced.

Unless otherwise specified in the Client's own terms and conditions, all sales are final, and no refunds will be issued. It is not possible to cancel a purchase of a ticket when it has been paid for. However, we may in certain cases and on behalf of the Client, refund tickets for cancelled events, but in such cases, any distribution fees are non-refundable.

6.2. No right of withdrawal regarding tickets for an Event

The Swedish Distance Contracts Act (2005:59) contains provisions that regulate consumers' right of withdrawal for purchases made at a distance. Unless otherwise specified in the Client's own terms and conditions, the following applies when purchasing a ticket for an Event:

According to the Swedish Distance Contracts Act (2005:59) chapter 2 § 11 point 12, the right of withdrawal does not apply to tickets for an Event since the Event is provided on a specific day or during a specific period of time.

7. USER ACCOUNT

Your Account is personal and you must treat your username and password ("login credentials") to the Account with confidentiality. It is your responsibility to protect your login credentials from access by unauthorized persons.

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Notwithstanding the above, the authorized use of the Services by the Client's Affiliates, Team Members, and contractors solely as reasonably necessary for the Client to use the Service is not prohibited by the foregoing, provided that the Client remain fully liable for their violations of Eventgo's Terms, and they are legally bound to comply with the Client's obligations under Eventgo's Terms.

If you discover or suspect intrusion into your Account, you must immediately inform us thereof and take the necessary measures (such as changing the password). You are responsible for all activities performed through your Account, whether authorized or not.

If we have reason to believe that any third party has gained unlawful access to your Account, we have the right, but not the obligation, to suspend access to your Account.

The contact details that you register in your Account must be correct, current, and updated within the entire term of the Agreement.

The login credentials that you choose are not allowed to be abusive, racially, harmful, or, infringing any intellectual property right, invasive of personal privacy rights, defamatory, sexually explicit, or ethnically offensive. If your username, in our opinion, violate these provisions, we have the right to change it.

7.1. Termination by the User

You can terminate your Account from your Account settings.

Please bear in mind that terminating your Account will not affect the availability of some of your Contributions posted through the Service prior to termination and that you still have to pay any outstanding bills.

7.2. Termination by Eventgo

If we discover or have reasonable reason to suspect that you are in any way abusing the Platform or violating Eventgo's Terms or applicable law, we have the right to terminate your Account with immediate effect, including all Agreements entered into between you and us. If we terminate your Account in accordance with this provision, you may only register a new Account after obtaining our prior written approval.

We may also terminate your Account permanently if your Account is left inactive during a period of 365 consecutive days.

Notwithstanding the above, we can, at any time and our sole discretion, terminate your Account and our Agreement with you, for any reason, with or without notice, including if we become unable to continue the provision of the Services to you due to legitimate business or technical reasons. If such termination is conducted by us, the following shall apply:

- a) all rights granted to you hereunder shall be revoked by us;
- b) you must stop its use of the Services, including any and all other activities authorized by Eventgo's Terms;
- c) we have the right to suspend your Account to the Service, including to take all steps necessary to prevent you from using or accessing the Services;
- d) you must remove or delete the Services from all devices in your possession; and

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- e) you must immediately delete all copies of the Services which you have and, upon our request, confirm in writing that such erasure has been conducted by you.

You hereby accept and agree that neither you nor any other User will be entitled to damages or other compensation from us due to our decision to terminate your Account and you shall indemnify us against any and all claims directed to us from a third party due to such a decision.

8. SUBSCRIPTION PLAN AND PAYMENT TERMS

8.1. Free Trial

The Client may use a Subscription Plan with a free trial for a limited period (“Free Trial”), if we, at our sole discretion, offer it. To sign up for the Free Trial, the Client may be required to register its billing information. We will not charge the Client until the expiration of the Free Trial. However, if the Client have not canceled its Subscription Plan on the last day of the Free Trial period, the Client will be automatically charged for the applicable Subscription Fee for the Subscription Plan that the Client have selected. We have the right to at any time, in our sole discretion and after giving the Client reasonable prior notice, discontinue its free Subscription Plan.

8.2. Upgrades and/or add-ons

The Client’s Subscription Plan can be upgraded, and it may be possible for the Client to purchase add-ons during the Subscription Period by visiting the Account or by contacting us. Changes will be effective immediately after we have successfully charged the Client for the increased fees.

8.3. Downgrades

The Subscription Plan may be downgraded, and add-ons may be reduced during the Subscription Term if it is approved by us, and in such cases, the Client will be charged for the current Subscription Plan for the remainder of the current Subscription Period. We do not make any refunds or issue credits due to reduction of features or other forms of downgrades. The Client is hereby informed that a downgrade of the Subscription Plan may cause a loss of functionality, content and/or features of the Service available to the Client, its Team Members and/or Participants, and that we neither assume nor accept liability for any such loss.

8.4. Term

The Client’s Subscription will, at the end of the Subscription Plan, automatically renew for a Subscription Period equal in length to the then-expiring Subscription Period, unless the Subscription expires due to non-renewal or is otherwise terminated earlier.

8.5. Charges

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The Service Fee shall be paid by the Client in advance per single Event or in advance on a monthly or yearly basis.

Unless we have agreed on a free trial period, the Client undertake to pay to us at any time applicable fees for the use of the Services that we at any time provide to the Client and its Users.

We are hereby authorized by the Client to charge the debit card registered for the payment of the Services or other payment mechanism approved by us, for any amounts due, immediately when due without prior notice to the Client. This includes applicable sales, VAT and/or other taxes.

The Client's payment obligations are non-cancelable, and all our Service Fees are non-refundable.

8.6. Fee changes

We reserve the right to at any time change our Service Fees (including Subscription Fees and/or Commission Fees) and any such changes apply for orders made after the new prices have been notified to the Client with reasonable prior notice.

8.7. Payment Method

Payment can be made by a debit card or other payment option presented in the Service.

The Client must always provide current and valid payment and billing information and is responsible for making timely payments.

Invoices are payable within thirty (30) days from the date of the invoice and may be provided electronically or in such other manner as we deem appropriate.

When paying through an integrated payment service provider, the purchaser accepts the payment service provider's terms and conditions applicable at any time.

8.8. Late payment

Interest in accordance with the Swedish Interest Act (1975:635) shall accrue in the event of late payment, on the outstanding amount until payment in full has been made.

We also have the right to initiate a legal action and/or collection process to collect money that the Client owe us, and the Client agree to pay all our costs for such actions, including any reasonable attorney fees.

If the Client fail to make any payment to us on time, we have the right to, in addition to our other remedies, suspend or end the Client's, including its Team Members' and/or Participants', access to the Service until payment in full has been received.

8.9. Currency

We have the right to solely determine the currency on which all Service Fees will be due and payable in.

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8.10. Discounts

Discounts only apply for the Subscription Period set out in a particular Order. This means that any such discount does not roll over to any renewal term.

8.11. Non-Renewal

If the Client or we wish to not renew any Subscription, notice thereof must be provided at least thirty (30) days before the end of the then current Subscription Period. All such notices shall be in writing in order to be valid and may be sent by email.

Any expiration of a Subscription Plan due to non-renewal will become effective after the last day of the then current Subscription Period.

8.12. Termination for Cause

Either the Client or we may terminate an individual Order or the Agreement, effective upon notice, if the other Party:

- a) becomes the subject of a proceeding, petition, notice, resolution, or order relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors, or
- b) commits a material breach that has not been cured within thirty (30) days after receipt of a breach notice from the Party claiming breach.

8.13. Payment Upon our Termination

In the event we terminate an individual Order or this Agreement for cause under clause 8.12 above, the Client must immediately pay all amounts owed to us, including any unpaid fees for the remainder of such Subscription Period.

9. SALE OF TICKETS

The Client can sell tickets to Users through the Platform and can choose between different payment methods(s), such as bank transfer, direct debit, credit card, invoice.

The money from purchased tickets to the Client's Event(s) will be deposited by us in a separate trust account, in accordance with the at any time applicable fees for the payment option(s) that the Client have selected.

The Client acknowledge that we do not give any tax or legal advice and that it is the Client's sole responsibility to consult its tax advisor about sales taxes, and to determine which, if any, taxes (such as value added, use, sales, amusement, excise, consumption, and other taxes), duties, charges, and levies (collectively, "Sales Taxes") apply to the Client's sale of Event tickets or any other sales the Client make using the Services.

The Client agree that it will collect and remit the correct amounts of all such Sales Taxes to the applicable governmental authorities and that the Client shall promptly and fully reimburse us for any Sales Taxes that any governmental authority requires us to pay attributable to the sales

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the Client make using the Services. Further, the Client agree to reimburse us fully and promptly for all costs, interest, expenses, and penalties related thereto.

9.1. Sold tickets

We will summarize the number of tickets sold for each specific Event within 14 days after the Event has ended and we will transfer the money paid for the sold tickets, after deduction for the Ticket Commission and any other fees payable to us (such as VAT, card processing fees, surcharge etc.) according to our, at any time, applicable price list for the Services.

The transfer will be made to the Client's bank account that the Client have registered in its Account. It is the Client's sole responsibility to provide its accurate bank account information.

If a transaction made by a Participant, is reversed by the Participant (for whatever reason) after the payment has been paid out by us to the Client in accordance with the provision stated above, we will:

- a) reverse such transaction to the Participant within 14 days; and
- b) charge the Client the "Reversed Transaction Fee" in accordance with our applicable price list; and
- c) charge the Client the fee paid to the Participant; and
- d) charge the Client the "Administrative cost" stated in our applicable price list.

If the Event is cancelled by the Client (for whatever reason), we will:

- a) reverse the transactions for tickets sold to the Participant within 14 days; and
- b) charge the Client the "Canceled Event Fee" in accordance with our applicable price list; and
- c) charge the Client the "Cancellation Fee" for each sold ticket; and
- d) charge the Client the "Administrative cost" stated in our applicable price list.

We reserve the right to conduct interim billing for the above-mentioned fees or to invoice the fees together with the annual invoice for the Service or separately.

If we or the Client suspect the Services are misused, we have the right to deactivate the Client's ticket shop in the Service with or without prior notice thereof, and reimburse the Participants, for example but not limited to if:

- the Client is not eligible to sell tickets for the Event;
- the Event is illegal;
- the Event will not take place in the way as stated in the information provided by the Client in the ticket shop; or
- the Event will not take place at all.

10. MARKETING CONSENT RESPONSIBILITY

We do not provide any advice on how you may comply with applicable law, including but not limited to, in the field of marketing or Personal data Processing.

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The Client is solely responsible for complying with all applicable laws, and for seeking and securing any and all communication and marketing consents from Participants in connection to the use of the Service and the Client's Event.

11. AVAILABILITY AND SUPPORT

We are responsible for technical support and maintenance of the Platform and strive to provide the Service every day of the week, 24 hours a day, using commercially reasonable efforts.

However, we cannot guarantee such availability and hereby inform you that there may be disruptions that make the Services unavailable for a certain period, for example due to circumstances that are unforeseeable, or predictable but which we cannot prevent despite our commercially reasonable efforts (for example but not limited to malicious actions by third parties, internet outages or service interruptions by our contracted service providers that are not due to our actions).

Unavailability may also be caused by necessary security measures, technical maintenance, or other planned downtime of which we provide reasonable prior notice. We have the right to take measures affecting the availability of the Services, if required for technical, maintenance, operational or security reasons, without having to notify when such interruptions may occur. You are not entitled to any form of compensation from us due to lack of access to the Platform due to such permitted interruptions and/or scheduled maintenance.

As an active internet connection is a prerequisite for the Services to function, you understand that interruptions, delays, bugs, and similar obstacles due to the internet connection do not constitute errors or faults in the Services that we can be held responsible for.

We make no guarantees whatsoever that the Services will be free of interference or other technical complications. Any complaints or similar regarding the Services must be notified to us by sending a message to the following e-mail: info@eventgo.se. In the event of an error in the Service, we undertake to make best efforts to remedy the error as quickly and commercially reasonable as possible.

The Services are updated continuously, and we may release an updated version of the Platform. Eventgo's Terms in force at the time also apply to the updates, new functions launched in the Platform or similar.

We shall endeavor to respond to support requests and resolve error reports within a reasonable time. In the event of an error in the Platform, we undertake to make best efforts to remedy the error as quickly as the circumstances require. The User does not have the right to invoke any penalty other than remedial action and is not entitled to compensation, damages, or any other type of compensation due to errors or deficiencies, suspensions, or interruptions in the Platform, unless otherwise follows from mandatory legislation.

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12. RESTRICTIONS

You hereby warrant to use our Services i) in accordance with Eventgo's Terms that are applicable to you, and ii) only for their intended purpose.

You warrant that you will not:

- a) make copies of the Service's software or re-create the source code or its functionality;
- b) misuse any data that can be retrieved or otherwise disclosed from the Service;
- c) alter, copy, duplicate, resell, or reproduce the Platform in whole or in part (other than as expressly permitted by mandatory legislation);
- d) decompile or otherwise attempt to ascertain the function of the software or take measures aimed at circumventing technical protection measures, hacking, or introducing viruses to the Service or software, such as introduce trojan horses, viruses or other unwanted or malicious code in the software or use the Platform in any way that causes us, any other User or a third-party inconvenience or damage;
- e) register, distribute, add, or otherwise make available Content in the Service that is criminal or that contains threatening, offensive, punishable, racist, sexist, homophobic, hateful, or pornographic elements;
- f) promote products, services or other platforms in the Service that compete with our Services and/or products;
- g) delete, avoid, harm, or otherwise interfere with security-related features that forbid or restrict use or copying, pasting, printing, downloading, or sharing of any Content, or that impose restrictions on the use of the Services or associated content;
- h) use the Service in a way that could harm, overburden, damage, impair, disable, or compromise our security systems.

13. CONTRIBUTIONS

You can make available or submit information, materials or other content and data as part of an Event, for example files or messages ("Contributions"). You are solely responsible for your Contributions and assume all risks associated with such Contributions, such as but not limited to, any disclosure of data that can identify you or anyone else, or anyone's reliance on the accuracy, quality, appropriateness, reliability of the made Contributions.

You hereby warrant that you have all necessary consents, permissions, and rights to authorize the use of, and to use, the Contributions. It is not permitted to, in any form, indicate that we are endorsing or sponsoring Contributions.

We are not liable or responsible to you or any third-party for the Contributions, its content or accuracy. We have the right to, in our sole discretion, but are not obliged, to remove or reject Contributions.

You hereby grant us, solely in connection with your interaction with the applicable Event, a worldwide, non-exclusive, royalty-free, sublicensable, perpetual, transferable, irrevocable, license to the Contributions, to use, display, distribute, reproduce, adapt, modify, translate, perform, and publish such Contributions in any media, channel form and format.

14. INTELLECTUAL PROPERTY RIGHTS

Neither Party assign or transfer any of its copyrights, patents, inventions, logos, trademarks, service marks, domain names, trade names, know-how, trade secrets, and any other intellectual property and proprietary rights ("IP-rights") to the other Party or any third-party due to the Agreement. Each Party retains all interests, title, and rights in its respective IP-rights (except for any rights owned by the Party's licensors or third parties).

You have no intellectual property rights in, or to, the Services or our other IP-rights, except for the right to use the Service in accordance with Eventgo's Terms. We or our licensor owns all interests, title, and rights, including intellectual property rights, to the Service and the software used for providing the Service (with the exception of third-party products).

You understand and accept that your right to use the Services, do not convey any additional rights in the Services or any of our IP-rights that are associated with the Services and the right to use the Services.

Content posted on the Service may belong to third parties. You hereby understand and agree that a) we do not have any control over such Content, and b) that we cannot be held liable for any Content provided, presented, or made available by third parties and c) that we cannot be held liable for any loss or damage caused by or in connection with the use of or reliance of any third-party Content, services, websites or similar.

15. FEEDBACK

If you give us any recommendations, enhancement requests, suggestions, or other feedback in written, oral or any other form ("Feedback"), you represent the following:

- you are permitted, and have the right, to disclose the Feedback;
- the Feedback does not violate any rights of any other entity or individual;
- the Feedback does not include any proprietary or confidential information of the Parties or any third-party.

You hereby assign to us your entire, title, interests and right, including any intellectual property rights, to and in Feedback.

If any right, title, or interest cannot be transferred in accordance with the law, you hereby grant us a worldwide, royalty-free, non-exclusive, perpetual, and irrevocable license to, without any compensation, modify, use, incorporate exploit, sublicense, publish, distribute, and prepare derivative works from any such Feedback, and you waive any title, interest or right and consent to any action of us, our successors, service providers. You also agree to provide, sign and/or execute any documents necessary to put the aforementioned assignments, waivers, or consents into effect.

You also acknowledge that something similar to the Feedback may already be in development or in consideration by us.

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16. PERSONAL DATA AND COMMUNICATION

16.1. Client as Controller

The Client is the Personal data Controller regarding any of the Participant's and/or Team Member's data that is embedded in any Content. We are regarded as Personal data Processor of such Personal data. If you want more information about the Client's Processing of your Personal data, you should read the privacy notices and policies of the Client as applicable and/or contact the Client directly.

16.2. Eventgo Privacy Notice

Information about our Processing of Personal data can be found in our Privacy Notice published on the Website.

16.3. Eventgo Cookie Notice

The Client and we agree to and acknowledge that the Platform to be provided shall be operated with cookies and that we shall act as sole controller with that respect. Information about the cookies used on the Platforms can be found in our Cookie Notice published on the Website.

16.4. Third party websites and services

If you provide information through a third-party website or platform, the information provided may be collected separately by the third-party, and its sub-processors (if any) that provides the website, service, product, or platform in question. Such information is subject to the third-party's privacy policy and terms. We do not control any such third-party websites or services and are not responsible for and have not approved or checked their content, terms, or privacy policies (if any).

You are responsible for conducting your own independent judgment about for example whether to use them or buy any services or products offered by them. For these reasons, we encourage you to pay attention when you leave the Services and to read the privacy policies and terms (if any) of third-party services or websites that may collect and process personal data.

16.5. Eventgo's communication with you

We can communicate with you by for example email, notifications through the Platform or other means of communication we deem appropriate using the contact information which you have provided in the Service.

Our communication with you regarding the Platform and/or the Account cannot be opted out, as this is part of the Service that we provide and is necessary for support matters.

17. CONFIDENTIAL INFORMATION

Each Party undertakes, within the term of the Agreement and thereafter, to observe confidentiality regarding: all information, regardless of whether the information is written, oral or electronic and regardless of whether the information is marked as confidential or not, which a reasonable person would understand to be confidential given the circumstances of disclosure

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and the nature of the information and all information disclosed by one Party to the other Party which has been designated as confidential and in tangible form.

The Parties shall take all reasonable measures to minimize the risk of confidential information being disclosed, disseminated, or used in an unauthorized manner. The Parties undertake to protect the other Party's Confidential Information from unauthorized access, disclosure, or use, with no less than reasonable care and in the same manner as protection of its own Confidential Information.

Confidential Information of a Party may only, except as otherwise permitted under this Agreement, be used by the other Party to perform its obligations, and exercise its rights under this Agreement, and disclose such Confidential Information:

- as reasonably necessary to comply with applicable law,
- as necessary to comply with a subpoena or an order of court of competent jurisdiction or an administrative agency, provided that the disclosing Party receives sufficient notice thereof from the receiving Party, to enable it to seek an order to prevent or limit such disclosure of Confidential Information, or
- solely to the employees, contractors or third-party service providers who are bound by confidentiality terms regarding all information shared with them and who need to know the Confidential Information in question.

18. INDEMNITY AND LIMITATION OF LIABILITY

You agree to a) be liable to us for any and all damages caused to any third party or us due to your violation of Eventgo's Terms, and b) to indemnify us in relation to any damages, claims, costs (including reasonable legal costs), losses, liabilities, and expenses that we incur due to your breach of Eventgo's Terms.

You undertake to hold us fully indemnified (including our employees, directors, agents, consultants, advisors and any other representatives) against all amounts awarded in any claim, or paid in settlement thereof, arising out of any investigation suit, claim, proceeding or any judicial, arbitration or other administrative action, brought by a third party against us that arises from your violation of law or breach of the Agreement or that allege that you infringe any third party's rights.

We are not responsible, and shall not be liable, for:

- a) any damage caused by you providing incorrect information or due to your incorrect handling of the Service;
- b) the User's inability to use us all or part of the Services, if it is caused by the User's failure or delay to timely cooperate with us to provision the Services (such as giving us access, accurate information, and materials as reasonably necessary for the provision of the Services and for conducting the troubleshooting as necessary); or
- c) errors or interruptions in the Service if it has been caused by:

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- upcoming attacks, such as viruses or other attacks on security;
- errors in the Client's or its Team Member's or Participant's IT-environment/hardware, which is not provided by us;
- circumstance outside our area of responsibility for the Services, for example lack of communication or other products or services from third parties for which we have not expressly taken responsibility;
- information, materials, files, and other circumstances for which the Client or its Team Members or Participants are responsible; or
- errors, delays, or damage due to third-party applications, plugins, services or similar which are not under the control of us.

We only reimburse the User for substantiated and reasonable costs incurred as a direct result of negligence on our part. However, the User is only entitled to compensation for indirect costs, damages, or losses, such as for example loss of profit or other consequential damages, if we have acted intentionally or grossly negligently.

Our aggregate liability to the Client shall be limited to, and not exceed, the Subscription Fees paid by the Client to us during the twelve (12) months before the first event giving rise to such liability.

The pricing of the Services reflects the agreed risk allocations, which is an essential part of the basis of the commercial contractual relationship between the Parties. There are some jurisdictions which do not allow for some of the implied limitations or exclusions of implied warranties, and in such cases, our liability will be limited to the greatest extent permitted by applicable law.

18.1. Complaints

In case of errors in the Service, you have the right to complain about the Service according to law. You are obliged to complain to us no later than two (2) months after the Service has been suspended or terminated. If you do not do so, you lose the right to complain. Complaints shall be made to us according to the contact details in section 21 below "Eventgo's contact information").

18.2. Third-party websites and services

Referrals or links to Non-Eventgo Products, third-party and other independent websites, and services, which are not provided by us, may be contained in the Services. We are not responsible for Non-Eventgo Products or for materials, content, advertising, information, products, services, or anything else available through third-party websites or external links that appear on the Services, in Events or elsewhere.

18.3. Exemption grounds

Each of the Parties, including third parties engaged by us to perform parts of our contractual obligations or legal obligations, is exempt from penalty for failure to fulfill their contractual

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obligations and is not liable for damages, if the failure is due to circumstances that prevent the fulfillment of the obligation and which is beyond the party's control and whose consequences he could not reasonably have avoided or overcome ("force majeure event").

As an force majeure event shall be considered, for example, but not exclusively: epidemic, pandemic, authority decision, authority action or omission, labor conflict, lightning strike, fire, war, attack, mobilization, newly introduced or amended legislation and circumstances equivalent thereto, as well as errors or delays in delivery from a subcontractor due to of circumstances beyond his control. When the obstacle ceases, the obligation must be fulfilled in the agreed manner if possible.

19. DISCLAIMERS

The Services, including the Platforms, are provided without any warranties of any kind, for entertainments and information purposes only. The Services are provided on an "AS AVAILABLE" and "AS IS" basis to the fullest extent permitted by applicable law. You use the Services of free will and at your own risk.

We do not warrant or represent that the functionality of any of the Services will be free from defects, errors, omissions, inaccuracies, or interruptions, or that the functionality of any of the Services will be error free or in good repair.

We hereby expressly disclaim, to the maximum extent permitted by applicable law, all warranties, and representations whether express, statutory, implied, or otherwise, including, without limitation, any implied merchantability or warranty, non-infringement of third-party rights or fitness for a specific purpose. No advice or information obtained by you through the Services or otherwise from us shall create any warranty unless it is confirmed in writing by an authorized representative of ours.

20. IMPLIED LIMITATIONS AND DISCLAIMERS

There are jurisdictions which do not allow for some of the implied limitations, disclaimers, or exclusions of implied warranties, and in such cases, the liability including any limitations will be limited to the greatest extent permitted by applicable law.

21. GENERAL PROVISIONS

If we need to notify or contact you, we will do so by using the contact information provided to us, or through notification on the Platform or in any other way deemed appropriate by us. You shall primarily communicate with us in writing and through email.

Nothing in the Agreement creates a franchise, partnership, agency, joint venture, or employment relationship between you and us.

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We may, in whole or in part, assign any of our rights and obligations under Eventgo's Terms without your consent. You may not transfer or assign any of your rights and obligations under Eventgo's Terms without our prior written consent.

If any part of Eventgo's Terms should be found wholly or partially unenforceable or invalid by a court of competent jurisdiction, it shall not affect the validity and enforceability of the remaining provisions. Instead, to the extent that the invalidity significantly affects the Party's exchange of or performance according to the Agreement, that part will be limited to the minimum extent necessary, and it shall not affect the validity and enforceability of the remaining provisions, so that Eventgo's Terms will otherwise remain in full force and effect.

If we fail to enforce any part of the Terms, it shall not be seen as a waiver of our right to later enforce that or any other part of Eventgo's Terms.

Provisions in Eventgo's Terms regarding, among other things, intellectual property rights, limitations of liability, confidentiality, governing law, and dispute resolution, as well as any other provisions that are expressly or by their nature intended to apply even after the expiration or termination of the Agreement between you and us regarding the Services, shall continue to apply even after the expiration or termination of the Agreement.

22. CHANGES AND UPDATES TO THE SERVICE

We may, from time to time, automatically change and update the Services, including the Platform's interaction design, layout, content, functions, and similar, with or without prior notice, for example in order to address security issues, enhance functionality, improve performance, or reflect changes to the operating system. We do not need your consent to take such actions. This applies even if such changes involve a changed user experience.

We have the right to, at any time, offer additional services, new services, change the range of our Services and to cease the provision of its Services.

You are not entitled to any form of compensation from us due to such a decision. Your continued use of the Services following the changes and/or updates will be subject to Eventgo's Terms.

23. AMENDMENTS

We have the right to, at any time, change or add to Eventgo's Terms, and in such cases, the new terms will supersede prior versions.

We can, for example, implement amendments:

- to clarify the content of the terms and conditions;
- when offering new services, functions, or additional services;
- if it is required due to a change in the law, authority decision, regulations;
- if the changes are intended to protect the Parties, Users and/or Services; or
- if it is required for technical, operational or security reasons.

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The amendments and/or additions to the terms will become effective immediately upon being published on our website and on the Platform, provided that they do not adversely and materially affect your rights under these terms.

If the amendments and/or additions to the terms adversely and materially affect your rights under the terms, such amendments and/or additions will become effective after we have given you at least thirty (30) days prior notice. The notification can be made through the Platform, email or in another appropriate way determined solely by us. Your continued use of the Services after the effective date, constitutes your agreement to the amendments.

You are responsible for reading and keeping up to date on the at any time applicable Eventgo's Terms.

24. GOVERNING LAW AND DISPUTE RESOLUTION

Eventgo's Terms and any dispute, controversy or claim arising out of or in connection with the Eventgo's Terms or its subject matter or formation, or the breach, termination, or invalidity thereof, shall be governed by and construed in accordance with the law of Sweden.

The Parties agree to try to resolve any dispute by contacting the other party first, before filing a claim or otherwise resort to a formal legal case. If the dispute is not resolved within three (3) months, each Party may bring a formal proceeding unless otherwise agreed by the Parties, and hereby irrevocably agrees that the courts of Sweden shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims), arising out of or in connection with Eventgo's Terms or its subject matter or formation.

25. EVENTGO CONTACT INFORMATION

Company: Eventgo Sweden AB

Reg. no: 556402-2704

Postal address: Skreavagen 7, 311 44 Falkenberg, Sweden

Email: support@eventgo.se