

## TERMS OF USE - LINEUP

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## **1 DESCRIPTION OF THE PLATFORM**

LineUp, a société par actions simplifiée (simplified joint-stock company) governed by French law, operates a digital matching and online ticketing platform accessible via a website and mobile applications. It is a technology company whose business consists of providing an online service connecting, on the one hand, organizers wishing to promote their events and sell their tickets and, on the other hand, natural persons wishing to discover events and reserve or purchase tickets.

LineUp acts mainly as a platform offering a digital ticketing solution, as a collection agent and transparent intermediary acting in the name and on behalf of event organizers. In this capacity, LineUp facilitates the management of sales, access, payments and the promotion of events through its application and digital tools.

LineUp is neither an event organizer, nor a producer, nor the final seller of the goods or services offered by Organizers or Physical Service Providers. LineUp's liability is strictly limited to the provision of the technical matching and ticketing tools.

LineUp acts exclusively as a technical intermediary and collection agent.

LineUp also enables Organizers and Physical Service Providers to be put in contact with one another.

## 2 DEFINITIONS

The following definitions apply to the whole of the Terms of Use and the Special Terms.

- **"Subscriber"**: a User holding an Account who has chosen to follow an Organizer on the Platform.
- **"Album"**: a set of photographs of a past Event, published by the Organizer on the Platform under the conditions set out in section 4.17.
- **"New Caledonia Annex"**: Special Terms applicable to Organizers established in New Caledonia and to Events taking place there, which prevail over these Terms of Use within the limits of their purpose.
- **"Ticket"**: a title of access to an Event, issued in electronic form.
- **"Terms of Use"**: these Terms of Use of the LineUp Platform
- **"Terms of Sale"**: the Terms of Sale applicable to the purchase of Tickets and Services through the Platform.
- **"Client"**: *any person purchasing or reserving a Ticket through the Platform. The "Consumer Client" is a natural person acting for purposes outside his or her trade, business, craft, liberal profession or agricultural activity; the "Professional Client" is any other Client. The provisions protecting consumers benefit only the Consumer Client.*
- **"Selling Client"**: a Client who initiates the resale of his or her Ticket.
- **"Commission"**: remuneration received by LineUp from the Organizer in consideration for the Services rendered.
- **"Account"**: a personal digital space allowing a User to access the features of the Platform.
- **"Access Conditions"**: all the rules defined by the Organizer governing admission to an Event, including in particular age, capacity, safety and behaviour restrictions or any special requirement.
- **"Event Content"**: all information, elements and content provided, published or made available by the Organizer through the Platform, including in particular, without this list being exhaustive, descriptions, visuals, titles, dates, times, venues, prices, capacities,

access conditions, age restrictions, refund policies, and any promotional or informational content relating to the Event.

- **"Voluntary Contribution"**: an optional sum, in an amount freely chosen by the Client, paid to the Organizer on the occasion of the purchase of a Ticket, without any consideration in return, under the conditions set out in section 4.18.
- **"Personal data"**: any information allowing a natural person to be identified, directly or indirectly, processed in connection with the use of the Platform.
- **"Description"**: text or editorial content provided by the Organizer to present the Event, how it unfolds, its programme or its characteristics.
- **"Open-price Entry"**: a Ticket giving access to an Event, sold during an On-site Sale, the price of which is entered by the Organizer at the time of sale, under the conditions set out in section 4.21.4.
- **"Event"**: any cultural, festive, sporting or similar event offered by an Organizer.
- **"Event beyond LineUp's control"**: any fact or circumstance beyond LineUp's reasonable control, including in particular network failures, interruptions of third-party services, acts of public authorities or the conduct of third parties.
- **"Service Fees"**: fees received by LineUp in consideration for the Services provided through the Platform.
- **"Resale Fees"**: fees charged to the Selling Client upon a resale.
- **"Repurchase Fees"**: fees charged to the New Buyer.
- **"Force majeure"**: any unforeseeable, irresistible and external event, as defined by applicable law and case law, preventing the total or partial performance of the obligations set out herein.
- **"Schedule"**: the dates and times communicated by the Organizer regarding the start, end or the various phases of an Event.
- **"Technical intermediary"**: the role consisting of providing digital matching and management tools, without taking part in the organization, performance or supervision of Events or Physical Services.

- **"LineUp"** : the company operating the Platform, acting exclusively as a technical intermediary and collection agent.
- **"Collection agent"** : the capacity (mandataire transparent) in which LineUp is authorized to collect sums on behalf of Organizers, without becoming a party to the contract concluded between the Organizer and the Client.
- **"Matching"**: the act by which LineUp puts an Organizer in contact with a Physical Service Provider, without taking part in the negotiation, performance or supervision of the Physical Service.
- **"Mobupay"**: a payment solution marketed by SPIRIT SAS (Nouméa Trade and Companies Register no. 1 630 250), payment agent for eZyness, an electronic money institution authorized by the ACPR under number 753911, applicable to Events taking place in New Caledonia. In this context, the funds are collected in a payment account opened in the Organizer's name, LineUp receiving only its Commission
- **"New Buyer"**: a person who purchases a Ticket placed for resale.
- **"Best-efforts obligation"**: an undertaking to use all reasonable means to provide the Services, without guaranteeing a specific result.
- **"Organizer"**: any natural or legal person using the Platform to offer, organize and market an Event.
- **"Platform"**: all the digital services provided by LineUp (website, application, ticketing, scanning and payment tools).
- **"Reasonable notice"**: the period of prior notice allowing the User to become aware of a material change, the duration of which is set at thirty (30) days unless otherwise provided.
- **"Payment Service Provider"**: any third party responsible for processing payments, holding payment accounts and paying out funds. The applicable Payment Service Provider varies by territory of sale and is specified, where applicable, in the applicable Special Terms.
- **"Physical Service Provider"**: any natural or legal person providing a Physical Service in connection with an Event, whether listed through the Platform or selected directly by the Organizer.
- **"Sale Price"**: the price of the Ticket set by the Organizer, excluding Service Fees and applicable taxes.

- **"Total Price"**: the total amount paid by the Client including the Sale Price, the Service Fees and applicable taxes.
- **"Termination"**: the definitive end of the contractual relationship between LineUp and the User.
- **"Resale"**: the mechanism by which a Client places his or her Ticket pending repurchase through the Platform.
- **"Scan"**: the operation of verifying a Ticket at the entrance to the Event, carried out under the sole responsibility of the Organizer.
- **"Services"**: all the digital features, tools and services provided by LineUp through the Platform, including in particular ticketing, payment, access control, sales management, matching and support services, to the exclusion of any physical service.
- **"Physical Services"**: material or human services offered through the Platform, including in particular, without this list being exhaustive, the services of DJs, artists, photographers, videographers, security staff, technicians, hosts or any other provider physically involved at an Event.
- **"Stripe Connect"**: the payment solution operated by Stripe enabling the processing of payments, the management of Organizers' and Physical Service Providers' connected accounts and the payout of funds, applicable to Events taking place in France, Belgium and Quebec.
- **"Suspension"**: a temporary measure consisting of restricting all or part of the access to the Platform or the Services.
- **"Tap to Pay"**: a feature allowing the Organizer to collect a contactless payment by bank card or digital wallet, presented directly on the Organizer's own mobile device, without any additional payment terminal.
- **"User"**: any person using the Platform.
- **"On-site Sale"**: a sale of Tickets made by the Organizer at the venue of the Event by means of the LineUp mobile application, under the conditions set out in section 4.21.
- **"Visuals"**: graphic, photographic or audiovisual elements provided by the Organizer to illustrate or promote an Event.

### **3 CONTRACTUAL DOCUMENTS AND HIERARCHY**

*The contractual relationship between LineUp and the Users of the Platform (including in particular Organizers, end Users and Physical Service Providers) is governed by these Terms of Use (hereinafter the "Terms of Use").*

*Depending on the services used, certain Users may be required to enter into Special Terms, addenda or any other specific contractual document with LineUp (in particular for the use of advanced services, ticketing solutions, matching services or specific services).*

*In the event of a conflict between several contractual documents applicable to the same relationship, the documents shall prevail over one another in the following order of priority:*

- 1. Specific contracts, addenda or special agreements entered into between LineUp and the User concerned;*
- 2. The applicable Special Terms, the most recent version prevailing over earlier versions;*
- 3. The Terms of Sale, for everything relating to the sale, payment and refund of Tickets and Services;*
- 4. These Terms of Use;*
- 5. The Privacy Policy and the Cookie Policy, which inform Users without having contractual value of their own.*

*No document that has not been expressly incorporated into the contractual scope in writing and accepted by all the Parties shall have any legal effect against LineUp.*

*The same hierarchy is reproduced in section 3 of the Terms of Sale. The Terms of Use and the Terms of Sale are to be interpreted in relation to each other; in the event of a conflict regarding sale, payment or refunds, the Terms of Sale prevail.*

*Certain Special Terms apply by reason of the territory of sale. This is the case in particular of the New Caledonia Annex, which prevails over these Terms of Use for Organizers established in New Caledonia and for Events taking place there, within the limits of its purpose.*

*If the Parties wish to include new documents in the contractual scope or to change the hierarchy of the existing documents, they must formalize their agreement in writing, expressly specifying how such documents fit together with and rank against the contractual documents in force.*

## **4 OBLIGATIONS AND LIABILITY**

### **4.1 Role and positioning of LineUp**

*LineUp provides a digital Platform enabling in particular the creation, management, promotion and sale of Tickets for Events, as well as the matching of Organizers, Clients and, where applicable, Physical Service Providers.*

*LineUp acts exclusively as a technical service provider, a digital intermediary and, where applicable, a collection agent, acting in the name and on behalf of Organizers for certain strictly technical operations, in particular the collection and payout of funds.*

*LineUp does not take part in any way:*

- *In the material organization of Events,*
- *In the definition of access conditions,*
- *In crowd management,*
- *In security,*
- *In the provision of physical services,*
- *In the substantive contractual relationship between the Organizer and the Client.*

*LineUp assumes no obligation other than those expressly set out in these Terms of Use and is bound only by a best-efforts obligation, to the exclusion of any obligation to achieve a result.*

### **4.2 Obligations of LineUp**

*LineUp undertakes to:*

- *Provide a functional Platform enabling the publication of Events, the sale of Tickets and the matching of the Parties;*
- *Ensure reasonable and secure access to the digital services offered, subject to the interruptions provided for in section 4.7;*
- *Provide technical ticketing, access control and sales management tools;*
- *Pay out the funds collected in accordance with the contractually agreed terms, subject to the timeframes imposed by the payment service providers;*
- *Inform Users of any significant change to the features or prices, with reasonable notice, in particular in the event of a change to the applicable commissions.*

*LineUp is bound by a best-efforts obligation, not an obligation to achieve a result.*

### **4.3 Operation and obligations for Organizers**

#### **4.3.1 Creation and management of Events**

*The Organizer is solely responsible for the compliance of the Event, the safety of participants, the reception of attendees and the proper running of the event.*

- *Refunds: in the event of cancellation, the Organizer is obliged to refund the Sale Price of the Ticket to Clients (unless otherwise stipulated). If the funds have already been transferred out of its dedicated payment account, the Organizer undertakes to replenish its account without delay so that refunds can be made.*
- *Fraud and misleading descriptions: it is strictly prohibited to organize "fake" Events or Events that do not correspond to the description provided at the time of purchase of the Ticket. In the event of a legitimate suspicion of fraud or deception, LineUp may require additional supporting documents. If doubts persist, LineUp may permanently suspend the Organizer Account without notice or compensation, without prejudice to any other legal remedies.*
- *Nature of Events and editorial line: the Organizer acknowledges that LineUp is an event discovery platform. It undertakes to use the Platform fairly. LineUp reserves the right to delist any Event deemed inconsistent with its offering, in particular:*
  - Events unrelated to the Platform's editorial line;*
  - Free Events without access control;*
  - Events of a strictly private nature or of no interest to the user community;*
  - Sexually explicit content or content likely to offend public sensibilities.*

*The Organizer is solely responsible for the accuracy and completeness of the information appearing on the page of the Event published on the Platform, in particular:*

- *Descriptions,*
- *Visuals,*
- *Schedule,*
- *Prices,*
- *Access conditions.*

*It warrants that the information is accurate, complete and compliant with the applicable regulations.*

#### 4.3.2 Legal and regulatory responsibilities

*The Organizer undertakes to keep the access codes to its Organizer Account strictly confidential. It shall not disclose them to any third party, except to persons having the skills and authorizations required to organize Events, market Tickets, use the Services (including financial services) and bind the Organizer. Any action carried out from the Organizer Account is deemed to have been carried out by the Organizer or by a representative duly authorized by it.*

*The Organizer undertakes and warrants to LineUp as follows:*

- *Compliance with legal and tax obligations: the Organizer undertakes to comply scrupulously with the laws and regulations in force, in particular its reporting, tax and social security obligations. On simple request from LineUp, the Organizer must provide:*
  - Proof of its insurance cover (professional liability insurance);*
  - The information required for invoicing;*
  - Any document proving its legal compliance in its country of registration.*

*Sanction: if these documents are not provided, LineUp reserves the right to terminate the Agreement immediately, without notice or compensation.*

- *The Organizer is solely responsible for the visuals, texts and content used to promote its Event. It warrants that it holds the necessary intellectual property rights.*
- *The Organizer shall not use LineUp's communication tools to promote competing ticketing services (it is prohibited to include links to other ticketing services).*
- *Advertising pixel: an Organizer who enters the identifier of a Meta pixel undertakes to comply with Meta's terms and the applicable regulations with respect to its use of the data thus collected. LineUp triggers this pixel only on the Organizer's pages, and only with the visitor's consent.*
- *The Organizer undertakes to include on the Tickets all mandatory legal information as well as the practical information required to access the Event.*
- *The Organizer is required to declare the income from its sales on the Platform to the tax authorities.*

*-Resources: Organizers are invited to consult the official websites to find out about their obligations (e.g. [impots.gouv.fr](http://impots.gouv.fr) / [urssaf.fr](http://urssaf.fr) for France; SPF Finances / ONSS / Crossroads Bank for Enterprises for Belgium; Revenu Québec for Quebec/Canada).*

*Any breach of the above obligations may result in the delisting of Events, as well as the suspension or immediate termination of the Organizer Account, without prejudice to any other remedy or claim for damages by LineUp.*

#### 4.3.3 Eligibility conditions and creation of the Organizer Account

*The use of the "Organizer" features (creation of Events, sale of Tickets) is strictly reserved for natural persons of legal age (18 years or over) with legal capacity, or for natural persons legally representing a legal entity (company, association), having a regular legal and tax status allowing the organization of events on a professional basis.*

*The Organizer accepts these Terms of Use without reservation. It undertakes to provide accurate, complete and up-to-date information:*

- *For Organizers established in France: the trade name, the SIRET number, the company name, the address of the registered office, the intra-Community VAT number (where applicable) and a valid bank account identification (RIB).*
- *For Organizers established abroad (in particular Quebec/Canada): the Organizer must provide the local equivalents of the above documents allowing the business to be identified (e.g. NEQ number in Quebec, certificate of registration), the business address, and the bank details allowing international transfers.*
- *For Organizers established in Belgium: the enterprise number (Crossroads Bank for Enterprises – CBE), the company name, the address of the registered office or of the business unit, the intra-Community VAT number (format BE + 10 digits, where applicable), and a valid bank account number (IBAN).*
- *For Organizers established in New Caledonia: the RIDET number, the company name, the legal form, the address of the registered office and, where applicable, the registration number with the Nouméa Trade and Companies Register. The Organizer also completes the verification procedure (KYC/KYB) of the applicable Payment Service Provider, under the conditions set out in the New Caledonia Annex.*

*The Organizer undertakes to provide LineUp, on first request and without delay, with any supporting document (Kbis extract or extract from the Crossroads Bank for Enterprises for Belgium, certificate of status, identity document of the representative) required to validate its account.*

*The Organizer represents and warrants that it has taken out a professional liability insurance policy with a reputedly solvent insurance company. This insurance must cover all the risks related to its business, the organization of Events and the sale of Tickets. The Organizer undertakes to keep this cover active for the entire duration of its use of the Platform.*

*Full access to the features (in particular the transfer of ticketing proceeds) is subject to the final validation of the Organizer Account by LineUp.*

*If the supporting documents proving a compliant legal and tax status are not provided within thirty (30) days of the registration request, LineUp reserves the right to suspend the Organizer Account. LineUp may refuse any registration or close, without compensation, any Account that does not meet the eligibility conditions or the tax obligations, or in the event of proven fraud.*

*Associations, collectives and natural persons organizing an Event on a non-professional basis may create an Organizer Account, provided they are of legal age and declare their non-professional status upon registration. This status is displayed on the Event page, in accordance with Article L.111-7 of the French Consumer Code. The non-professional Organizer remains bound by the obligations of this section, with the exception of those that require registration or professional insurance, and is solely liable for the tax and social security consequences of its activity.*

#### 4.3.4 Clients' personal data

*The Organizer undertakes to use Clients' data (in particular name, e-mail and telephone number) only for the purposes of managing the Event, unless the Client expressly consents to other purposes; not to assign, rent or sell them; to ensure their security and confidentiality; to delete them no later than twelve (12) months after the Event, unless required by law; to handle Clients' requests to exercise their rights; and to notify LineUp without delay of any data breach.*

*LineUp processes these data on the documented instructions of the Organizer, as a processor, in accordance with Article 28 of the GDPR and section 18.3 of the Act respecting the protection of personal information in the private sector (Quebec). The conditions of this processing are set out in the Data Processing Agreement in Annex 1, which forms an integral part of these Terms of Use and which the Organizer accepts when creating its Account.*

## **4.4 Operation and obligations of Buyers / Users**

### 4.4.1 Access to the Platform

*Access to the Platform is open to any person aged at least sixteen (16). A minor under the age of sixteen may create an Account or purchase a Ticket only with the authorization of the holder of parental authority, who is responsible for his or her use of the Platform. LineUp may request proof of age or authorization and suspend any Account created in breach of this provision. Some features may be accessible without creating an Account, while others require prior registration.*

*The Client undertakes to:*

- *Provide accurate information,*
- *Use the Platform on a strictly personal basis,*
- *Not divert the Platform for unauthorized commercial purposes,*

- *Comply with applicable laws and regulations.*
- *Keep his or her login credentials confidential and inform LineUp without delay of any unauthorized use of his or her Account; any action carried out from the Account is deemed to have been carried out by its holder.*

*LineUp reserves the right to restrict or suspend access to the Platform in the event of abusive or fraudulent conduct or conduct contrary to these Terms of Use.*

#### 4.4.2 Purchase of tickets

*The purchase of a Ticket through the Platform constitutes the conclusion of a direct contract between the Client and the Organizer.*

*The Client expressly acknowledges that:*

- *LineUp is not a party to that contract,*
- *LineUp is not responsible for the performance of the Event,*
- *The content, programme, quality and conditions of the Event are the sole responsibility of the Organizer.*

*The price of the Ticket is freely set by the Organizer and may be changed by the Organizer before the final sale, under the conditions provided for by the applicable regulations.*

#### 4.4.3 Use and validity of the ticket

*The Ticket constitutes a personal right of access, valid only for the Event concerned, on the date and under the conditions defined by the Organizer.*

*The Client is solely responsible:*

- *For keeping the Ticket safe,*
- *For the confidentiality of any associated code or QR code,*
- *For presenting the Ticket at the entrance to the Event.*

*LineUp does not guarantee:*

- *The actual admission of the Client,*
- *The validity of a Ticket used fraudulently,*
- *The recognition of a Ticket that has been altered, copied or presented late.*

*The Client undertakes and warrants:*

- *Not to duplicate the Ticket;*

- *To present the Ticket only once at the access control, unless otherwise stipulated, and accepts that Organizers treat the first person presenting the Ticket at the access control as its legitimate holder;*
- *To present an identity document if requested by the Organizer;*
- *Not to purchase Tickets for the sole purpose of reselling them and to stay within the number of Tickets indicated by the Organizer on the Event page;*
- *Not to use fraudulent bank cards. If the Client suspects fraudulent use of his or her card, the Client shall inform LineUp without delay and undertakes to provide all relevant information for this purpose.*
- *Not to make any abusive claim of non-receipt of the Ticket, in particular any manoeuvre intended to make it appear that he or she did not receive the Ticket or did not personally purchase the Ticket. If the Ticket is not received, the Client shall inform LineUp without delay and undertakes to provide all relevant information for this purpose;*
- *To acknowledge that the Organizer is solely responsible for the proper running of the Event and alone decides on the refund terms in the event of cancellation or postponement. Refunds, even when facilitated by LineUp, are initiated by the Organizer under the conditions set out in section 4.11 and in the Terms of Sale.*

*Any failure by the Client to comply with his or her obligations under the Terms of Use may result in the suspension and/or termination of the Client Account and the cancellation of the Tickets held by the Client, where applicable. This provision does not exclude any other remedy available to LineUp. Where a Ticket is resold outside the Platform, LineUp reserves the right to cancel the Ticket sold and to take all appropriate measures to protect Clients against the fraudulent resale of Tickets.*

#### **4.5 Physical Services**

*Where the Platform enables Users to be put in contact with Physical Service Providers, LineUp acts exclusively as a technical intermediary.*

*Physical Service Providers:*

- *Contract directly with Organizers or Clients;*
- *Remain solely responsible for the performance of their services;*
- *Are responsible for their insurance, authorizations, qualifications and legal obligations.*

*LineUp does not take part in the material performance of the Physical Services and cannot be held liable for:*

- *A failure to perform a service,*
- *Bodily injury or property damage,*
- *A contractual dispute between Service Providers and Clients.*

#### **4.6 Limitation of LineUp's liability**

*LineUp shall not be held liable in the event of:*

- *Cancellation, postponement or modification of an Event;*
- *Wrongful conduct of an Organizer, Service Provider or Participant;*
- *Loss, theft or fraudulent use of Tickets;*
- *Failure of telecommunications networks or the Internet;*
- *Failure of payment service providers (Stripe or equivalent);*
- *Force majeure or an event beyond its control.*
- *Indirect damages,*
- *Loss of revenue,*
- *Loss of data,*
- *Disputes between Users.*

*With respect to Organizers, Physical Service Providers and Professional Clients, LineUp's financial liability is strictly limited to the amount of the fees and commissions actually received for the Event concerned.*

*Except in the case of gross negligence, wilful misconduct or bodily injury, and subject to applicable mandatory provisions, LineUp's overall financial liability towards an Organizer or a Physical Service Provider, on any grounds whatsoever, is limited to the total amount of the Commissions actually received by LineUp from that party during the twelve (12) months preceding the event giving rise to the damage.*

*The exclusions and limitations provided for in this section do not apply to the Consumer Client. With respect to the Consumer Client, LineUp is liable, under the conditions provided for by the applicable law, for damage resulting from a breach of its own obligations under the Services, and these Terms of Use may not remove or reduce the Consumer Client's right to compensation (Article R.212-1 of the French Consumer Code, Article VI.83 of the Belgian Code of Economic Law and section 10 of the Quebec Consumer Protection Act). LineUp is not, however, liable for the performance of the Event or the Physical Services, which are the responsibility of the Organizer and the Service Providers.*

#### **4.7 Suspension – interruption – maintenance**

*LineUp reserves the right to:*

- *Temporarily suspend access to the Platform for maintenance, updates or security;*
- *Restrict or suspend an Account in the event of non-compliance with the Terms of Use or fraudulent conduct;*
- *Interrupt all or part of the Services in the event of a legal, technical or regulatory risk.*

#### **4.8 Changes to the Services and Prices**

*LineUp reserves the right to change:*

- *The features of the Platform;*
- *The Services offered;*
- *The pricing models and commissions.*

*Any change in prices will be subject to reasonable notice, generally set at 30 days, except in the event of legal or regulatory urgency.*

#### **4.9 Counterfeit tickets, fraud and abuse**

*LineUp implements technical tools intended to limit fraudulent use, without guaranteeing the total absence of fraud.*

*The Client acknowledges that:*

- *Tickets may be copied or resold without LineUp's authorization,*
- *The identification of the Ticket holder falls exclusively within the control exercised by the Organizer.*

*Responsibility for detecting, managing and handling counterfeit Tickets lies exclusively with the Organizer, including in the event of a dispute at the entrance or after the Event.*

*In the event of proven fraud or manifestly fraudulent Orders, in particular where misappropriated means of payment are used or Tickets are acquired by automated means, LineUp may cancel the Orders concerned, invalidate the corresponding Tickets and refund them or have them refunded, without these measures giving rise to any liability on its part towards the Organizer or the Client.*

#### **4.10 Access control and Ticket scanning**

*LineUp may provide a Scan tool allowing the technical verification of Tickets.*

*This tool:*

- *Depends on external technical factors (network, hardware, environment),*
- *Requires use in accordance with the instructions provided,*
- *Does not guarantee the absence of errors or unavailability.*

*The Organizer remains solely responsible for:*

- *The final admission decision,*
- *The management of participant flows,*
- *Compliance with safety and capacity rules.*

*LineUp cannot be held liable for a refusal of access resulting from misuse of the Scan tool or from a technical failure beyond its control.*

#### **4.11 Cancellation, resale of Tickets, refunds and repurchase at the Client's initiative**

*LineUp assumes no financial obligation of its own in the event of cancellation or postponement, and cannot be held liable for any loss suffered by the Client as a result of a decision taken by the Organizer.*

##### **4.11.1 Resale system through the Platform**

*Clients do not have a right of withdrawal for Tickets. However, LineUp provides a built-in resale system allowing a Client wishing to obtain a refund to place his or her Ticket for resale on the Platform.*

*It works as follows:*

- *The Client requests that his or her Ticket be placed for resale through the Platform;*
- *The Ticket is placed pending resale. As long as no buyer has come forward, the Ticket remains valid and the Client retains his or her right of access to the Event;*
- *The resale becomes final only when a new Buyer purchases a Ticket for the same Event through the Platform;*
- *Once the resale is effective, the former Ticket is destroyed and a new Ticket is issued to the new Buyer.*

*LineUp does not guarantee that a buyer will come forward. If no buyer repurchases the Ticket before the date of the Event, the resale is cancelled and the Client keeps his or her original Ticket.*

##### **4.11.2 Fees applicable to resale**

*The resale of a Ticket through the Platform gives rise to the collection of fees by LineUp:*

- Resale fees are charged to the Selling Client, deducted from the amount paid out to him or her;
- Repurchase fees may be charged to the new Buyer, added to the purchase price of the Ticket.

#### 4.11.3 Amount paid out to the Selling Client

*In the event of an effective resale, the Selling Client receives the following amount:*

*Amount paid out = Total Price of the Ticket originally paid – initial Service Fees – LineUp resale fees.*

*LineUp and its payment service provider (Stripe) undertake to pay out the amount due to the Selling Client within a period not exceeding ten (10) business days following the effective resale, to the means of payment originally used to purchase the Ticket.*

#### 4.11.4 Refund in the event of cancellation of the Event by the Organizer

*In the event of the total cancellation of an Event decided by the Organizer, the refund is made under the following conditions:*

- *The Client is refunded all the sums paid: Sale Price of the Ticket, Service Fees and, where applicable, Voluntary Contribution;*
- *LineUp returns to the Organizer the Service Fees, the Commission and the deduction from the Voluntary Contribution provided for in section 5.4.3 received on the refunded Orders, after deduction of the payment processing fees charged by the Payment Service Provider, which are non-refundable. These processing fees are the only cost of the cancellation borne by the Organizer; the Organizer authorizes LineUp to recover them by set-off against the funds due to it through the Payment Service Provider, or by any other legal means;*
- *The refund is initiated by the Organizer using the tools provided by LineUp. LineUp facilitates the technical process but assumes no financial obligation of its own.*

*The amount refunded to the Client = Total Price paid, including the Voluntary Contribution.*

#### 4.11.5 Client's liability and undertakings

*A Client who uses the resale system undertakes and warrants:*

- *To be the legitimate holder of the Ticket placed for resale and to have acquired it lawfully;*
- *Not to divert the resale system from its purpose, in particular by reselling the Ticket at a price higher than the initial Total Price outside the Platform;*
- *Not to use automated means to manipulate the resale system.*

*Any failure to comply with these obligations may result in the suspension and/or termination of the Client Account, without prejudice to any other remedy that LineUp may exercise.*

#### 4.11.6 Postponement of the Event

*In the event of postponement, the Organizer shall inform LineUp and the Clients of the new date without delay. Unless otherwise required by mandatory law or a more favourable policy of the Organizer, the Tickets remain valid for the new date.*

*In the event of a second postponement, or where the new date is more than six (6) months after the original date, the Client may request a refund of the Sale Price of his or her Ticket, which the Organizer is obliged to grant. The Service Fees and the LineUp Commission remain acquired by LineUp, and no new Service Fees are charged for the reissue of the Ticket.*

*The Organizer is informed that postponement does not suspend the chargeback timeframes applicable with the issuing banks and that it bears the consequences thereof.*

#### **4.11.7 Cessation of the Organizer's activity**

*In the event of the cessation of activity, death, opening of insolvency proceedings or disappearance of the Organizer while sales are ongoing, LineUp may immediately suspend the sale of Tickets for the Event concerned and inform the Clients. Tickets already sold remain governed by the obligations of the Organizer or its successors, LineUp assuming no financial obligation of its own in this respect.*

#### **4.12 Payments and payment service providers**

*Payments are processed by third-party providers.*

*LineUp does not guarantee:*

- *The continuity of the payment service,*
- *The absence of disputes or chargebacks,*
- *The absence of temporary holds on funds.*

*In the event of a dispute, fraud or a request from the authorities, LineUp may suspend any payout without incurring liability.*

#### **4.13 Tax obligations**

*Each Organizer is solely responsible for:*

- *Identifying the applicable taxes,*
- *Collecting them,*
- *Declaring them.*

*LineUp acts only as a technical intermediary and provides no tax advice.*

#### **4.14 International use – Events taking place outside the European Union**

*Where the event takes place outside the European Union, the Organizer warrants that it complies with all local laws, regulations and obligations applicable at the venue of the Event, in particular with regard to safety, taxation, administrative authorizations and the protection of the public.*

*LineUp acts exclusively as a technical intermediary, without exercising any control over the compliance of the Event with the applicable local rules.*

*Where the User acts as a consumer and benefits from mandatory legal provisions in his or her country of residence or in the country where the Event takes place, those provisions remain applicable, without this having the effect of extending LineUp's liability beyond its role as an intermediary.*

*For Events taking place in New Caledonia, the provisions of the New Caledonia Annex supplement this section, in particular with regard to the payment service provider, taxation, refunds and advance sales.*

#### **4.15 Suspension and preventive measures**

*LineUp reserves the right to suspend or restrict access to the Platform, hold funds or remove an Event in the event of a legal, technical or regulatory risk, or a breach of these Terms of Use.*

#### **4.16 Operation and obligations of service providers**

##### **4.16.1 Capacity and Legal Status Obligation**

*The Service Provider must warrant that it has the right to carry on its business.*

*The Service Provider undertakes to have a regular legal status (sole trader, company, umbrella company, etc.) allowing it to issue invoices.*

*It warrants that all the information provided upon registration (identity, Kbis extract or CBE extract for Belgium, insurance, diplomas if the profession is regulated) is accurate, up to date and truthful.*

*It undertakes to inform the platform immediately of any change affecting its capacity to carry on its business (e.g. deregistration, receivership, loss of licence).*

##### **4.16.2 Obligations relating to the Performance of the Assignment**

- *Best-efforts and/or result obligation: depending on the nature of the service, the Service Provider is required either to do everything possible to succeed (best efforts) or to achieve a specific objective (result).*

- *Conformity of the offer: the service delivered must strictly conform to the description given in the listing or the quote accepted by the Client.*
- *Professional standards: the Service Provider undertakes to carry out its assignment in accordance with the standards of its profession, with diligence and competence.*
- *Compliance with deadlines: it undertakes to comply with the schedule and delivery deadlines agreed with the Client.*
- *Equipment and tools: unless otherwise agreed, the Service Provider supplies its own equipment required to perform the service.*

#### 4.16.3 Legal Liability and Insurance

- *Professional liability insurance: the Service Provider declares that it has taken out insurance covering the bodily injury, property damage and consequential loss it may cause in the performance of its assignment.*
- *Full liability: the Service Provider is solely responsible for the proper performance of the service. The platform (often acting as a mere broker/intermediary) disclaims all liability in the event of defective work, delay or a dispute relating to the service itself.*
- *Indemnification: the Service Provider undertakes to indemnify the platform for any loss (legal fees, fines) it may suffer as a result of a fault of the Service Provider.*

#### 4.16.4 Tax and Social Security Obligations

- *Payment of contributions: the Service Provider acknowledges that it is solely responsible for declaring and paying its social security contributions (URSSAF in France, ONSS in Belgium, or equivalent body) and its taxes (VAT, income tax) relating to the sums received through the platform.*
- *Transparency: it undertakes to respond to any request from the platform to verify its tax compliance (e.g. certificate of compliance).*
- *Invoicing mandate: if the platform issues invoices on behalf of the Service Provider, the latter must expressly accept this mandate and check the invoices issued.*

#### 4.16.5 Conduct and Ethics

- *Politeness and courtesy: the Service Provider undertakes to maintain a professional attitude in its (written and oral) dealings with Clients and the platform's teams.*
- *Non-discrimination: it undertakes not to refuse any assignment on discriminatory grounds (race, religion, gender, disability, etc.).*
- *Anti-harassment: any inappropriate behaviour, harassment or violence results in immediate exclusion.*

#### 4.16.6 Use of the Platform

- *Non-circumvention clause: the Service Provider shall not offer a Client met through the platform to carry out the assignment (or future assignments) outside the platform in order to avoid the service fees.*
- *Account security: it is responsible for keeping its login credentials and passwords safe. Any action carried out from its account is deemed to have been carried out by it.*

#### 4.16.7 Confidentiality and Personal Data

- *GDPR compliance: as a processor or joint controller, the Service Provider undertakes not to use Clients' data (telephone, address, e-mail) for purposes other than the performance of the assignment.*
- *Confidentiality: it undertakes to keep secret all confidential information (trade secrets, plans, internal documents) to which it may have access during its assignment with the Client.*

### 4.17 Event photo Albums

#### 4.17.1 How Albums work

*The Platform allows the Organizer to publish, after the end of an Event, an Album containing photographs of that event. Albums work as follows:*

- *An Album may contain up to two hundred and fifty (250) photographs and may be published only after the end of the Event concerned;*
- *The full Album is accessible to the Organizer's Subscribers;*
- *Four (4) thumbnails from the Album are visible to any User, including without an Account, on the Event page; the Organizer chooses these thumbnails from among the*

*photographs in the Album and ensures that they do not depict an isolated or easily recognizable person, unless that person has expressly authorized it;*

- *The publication of the Album gives rise to a notification being sent to the holders of a Ticket for the Event concerned;*
- *The metadata of the photographs, in particular geolocation data, are removed when they are uploaded to the Platform. No facial recognition technology is used;*
- *The Album and all the photographs it contains are automatically and permanently deleted six (6) months after its publication, with no possibility of recovery.*

*LineUp provides no backup function for published photographs. It is up to the Organizer to keep the original files on its own media. LineUp cannot be held liable for the loss of photographs resulting from their deletion under the conditions of this section.*

#### 4.17.2 Organizer's undertakings

*The Organizer, who is solely responsible for the selection and publication of the photographs, undertakes and warrants to LineUp as follows:*

- *Copyright: to hold all the intellectual property rights in the photographs published, in particular the rights of the photographer who took them, whether an employee, a volunteer or a Physical Service Provider;*
- *Prior information of participants: to inform participants, before the Event, that photographs will be taken and published on the Platform, at a minimum by a notice on the Event page and by a visible sign at the venue of the Event; this information states at a minimum: that photographs will be taken and published on LineUp in an Album accessible to the Organizer's Subscribers, with four public thumbnails; that the Album is deleted six (6) months after its publication; that any person may request the removal of a photograph in which he or she appears by means of the "Report" button. LineUp provides a template text that the Organizer may use;*
- *Image rights: to respect the image rights and privacy of the persons photographed, in accordance in particular with Article 9 of the French Civil Code, articles 3, 35 and 36 of the Civil Code of Québec and Article XI.174 of the Belgian Code of Economic Law. The Organizer exercises particular caution with photographs in which a person is isolated or easily recognizable, and obtains that person's authorization where required; for Events taking place in Quebec or intended for participants residing there, the Organizer obtains the authorization of any identifiable person who is the main subject of a photograph, in accordance with article 36 of the Civil Code of Québec, prior information not being sufficient;*

- *Minors: not to publish any photograph in which a minor is recognizable without the prior authorization of the holder(s) of parental authority;*
- *Prohibited content: not to publish any unlawful photograph, or any photograph of a degrading, humiliating or sexual nature, or which infringes the dignity, honour or reputation of the persons depicted;*
- *Handling of reports: to examine diligently the reports forwarded to it and to act on them within a maximum of seventy-two (72) hours of receipt;*
- *Indemnity: to indemnify LineUp against any claim, action or judgment relating to the photographs published, under the conditions set out in section 10.4.*
- *Evidence: to keep proof of the authorizations obtained and the information provided, and to communicate it to LineUp on first request, in particular in the event of a report or claim.*

*The Organizer acts as the controller for the photographs it publishes, in accordance with section 9.3.2.*

#### 4.17.3 Limited licence for Albums

*By way of derogation from section 10.3, the Organizer grants LineUp, for the photographs published in an Album only, a non-exclusive, royalty-free and worldwide licence, strictly limited to the following operations:*

- *Hosting and storing the photographs;*
- *Reproducing and adapting them only to the extent necessary for their display, in particular by resizing and by creating thumbnails and blurred previews;*
- *Displaying them to the Organizer's Subscribers and, for the thumbnails, to any User on the Event page;*
- *Notifying their publication to the holders of a Ticket for the Event.*

*This licence is granted only for the period during which the Album is online and ends upon its deletion, for whatever reason. It does not authorize any use of the photographs by LineUp for communication, promotional or advertising purposes, except with the separate, prior written agreement of the Organizer, which then warrants that it holds the authorizations of the persons depicted.*

#### 4.17.4 Use of the photographs by Users

*Users with access to an Album may view and download the photographs for strictly personal and private use. In particular, they are prohibited from:*

- *Exploiting the photographs for commercial purposes;*
- *Republishing, distributing or modifying them in a way that infringes the rights, dignity or privacy of the persons photographed, or the rights of the photographer.*

*The User is solely responsible for the use he or she makes of the downloaded photographs.*

#### 4.17.5 Reporting and removal of photographs

*Any person appearing in a photograph, or his or her legal representative, may request its removal by means of the "Report" button associated with the photograph or by writing to [contact@lineup-event.com](mailto:contact@lineup-event.com). The report is forwarded to the Organizer, with LineUp in copy.*

*The Organizer examines the report and, if it upholds it, removes the photograph within the period provided for in section 4.17.2. LineUp acknowledges receipt of the report to its author and informs him or her of the action taken within a maximum of fifteen (15) days.*

*In its capacity as a hosting provider, and in accordance with French Law no. 2004-575 of 21 June 2004 on confidence in the digital economy (LCEN) and Regulation (EU) 2022/2065 on a Single Market for Digital Services (DSA), LineUp may, without notice or compensation, itself remove or disable access to a photograph:*

- *Where the photograph is manifestly unlawful, in particular where it infringes a person's dignity or depicts a minor in an inappropriate manner;*
- *Where the Organizer has not acted on the report within the period provided for in section 4.17.2;*
- *At the request of a competent administrative or judicial authority.*

*LineUp informs the person who made the report and the Organizer of its decision, stating the reasons for the decision. The Organizer may contest the decision by writing to [contact@lineup-event.com](mailto:contact@lineup-event.com).*

#### 4.17.6 Breaches

*Any breach by the Organizer of the obligations of this section may result, in addition to the removal of the photographs concerned, in the deletion of the Album, the suspension of the Organizer's access to the Albums feature, and the measures provided for in sections 8.2 and 8.4.*

### **4.18 Voluntary Contributions**

#### 4.18.1 Activation

*The Platform allows the Organizer to offer Clients, when purchasing a Ticket, the option of paying a Voluntary Contribution. This feature is optional and is activated Event by Event. Its first activation constitutes acceptance of this section.*

*The amount of the Voluntary Contribution is freely chosen by the Client within the limits displayed on the Platform. No amount is pre-selected: the Client must enter or choose it by a positive action, separate from the validation of his or her Order.*

#### 4.18.2 Organizer's undertakings

*An Organizer who activates the feature undertakes and warrants to LineUp as follows:*

- *No consideration: not to make access to the Event, or any seating, benefit or service whatsoever, conditional on the payment of a Voluntary Contribution. Any sum conditioning access or a benefit constitutes a price and must be included in the Sale Price of the Ticket, with the tax and consumer law consequences attached thereto;*
- *Fair presentation: not to present the Voluntary Contribution as a donation giving entitlement to a tax reduction or tax credit, nor to use the terms "tax-deductible donation", "tax receipt" or equivalent, unless it is itself authorized to issue such receipts. LineUp issues no tax receipts. Any receipt issued by the Organizer is its sole responsibility;*
- *Tax and accounting: to bear sole responsibility for the tax and accounting treatment of the Voluntary Contributions received (in particular VAT, GST/QST, TGC, corporate income tax or non-profit regime), in accordance with section 5.5;*
- *Information to Clients: to use only the wording and description of the Voluntary Contribution provided or approved by LineUp, without adding any misleading statement about its use or beneficiary.*

#### 4.18.3 Collection, deduction and refund

*The Voluntary Contribution is collected with the Order, in the name and on behalf of the Organizer, under the conditions of section 5.1, and is paid out to the Organizer by the Payment Service Provider, after deduction of the amount provided for in section 5.4.3. No Service Fees are charged to the Client on the Voluntary Contribution.*

*In the event of cancellation of the Event, the Voluntary Contribution is refunded in full to the Client under the conditions of section 4.11.4. In the event of resale of the Ticket, it remains attached to the original Order and is neither refunded nor transferred to the New Buyer.*

#### 4.18.4 Breaches

*Any breach of this section may result in the deactivation of the feature for the Organizer concerned, the refund of the Voluntary Contributions to Clients at the Organizer's expense, and the measures provided for in sections 8.2 and 8.4.*

#### **4.19 Listing, ranking and moderation of Events**

*In accordance with Article 5 of Regulation (EU) 2019/1150 and Article L.111-7 of the French Consumer Code, LineUp informs Organizers and Users of the conditions for listing, ranking and delisting Events on the Platform.*

##### **4.19.1 Listing**

*Any Event created by an Organizer whose Account has been validated is listed on the Platform as soon as it is published by the Organizer, subject to its compliance with the editorial line described in section 4.3.1 and with these Terms of Use. Listing is free of charge and is not subject to any financial consideration.*

##### **4.19.2 Ranking**

*The order in which Events are displayed is determined by one main parameter: the date of the Event, with the Events whose date is nearest being displayed first. The filters chosen by the User (location, category, keyword search) narrow down the Events displayed without changing this order. No Organizer can obtain a better ranking in return for payment. LineUp holds no shareholding in the listed Organizers and receives no remuneration from them other than the Commission and the Service Fees provided for in section 5.*

*Where LineUp highlights certain Events (selection, editorial highlight), this highlighting is identified as such on the Platform.*

##### **4.19.3 Status of the Organizer**

*The page of each Event indicates whether the Organizer is acting on a professional or non-professional basis, based on the declaration made by the Organizer upon registration. Where the Organizer is a non-professional, the Client is informed that consumer law rules do not apply to his or her relationship with that Organizer.*

##### **4.19.4 Moderation**

*LineUp does not systematically check in advance the content published by Organizers. Moderation is based on the reports received (section 4.20), on spot checks carried out by LineUp's team and on automated payment fraud detection tools. No decision to remove content or to suspend is taken solely on the basis of automated processing without human intervention. Reasons are given for any measure taken, under the conditions of section 8.2.*

#### **4.20 Reporting of illegal content**

*Any person, whether or not holding an Account, may report to LineUp content published on the Platform that he or she considers illegal (Event, description, visual, photograph, profile, message), in accordance with Article 16 of Regulation (EU) 2022/2065 (DSA) and Article 6 of French Law no. 2004-575 of 21 June 2004 (LCEN). Reports are made by means of the "Report" button where available, or by e-mail to [contact@lineup-event.com](mailto:contact@lineup-event.com), which constitutes LineUp's single point of contact within the meaning of Articles 11 and 12 of the DSA, both for the authorities and for Users.*

*To be processed, the report must include: an explanation of the reasons why the content is considered illegal, the exact address or identification of the content, the name and e-mail address of the person making the report (except for content relating to the sexual exploitation of minors), and a statement confirming his or her good faith.*

*LineUp acknowledges receipt of the report without undue delay, examines it diligently and in a non-arbitrary manner, and notifies its reasoned decision to the person who made the report and to the User whose content is concerned. The decision states the facts alleged, the provision or legal rule applied, the measure taken (removal, restriction of visibility, suspension) and the means of contesting it. Manifestly unfounded or repeatedly abusive reports may result in the suspension of their author.*

*Photographs published in Albums are also subject to section 4.17.5.*

#### **4.21 On-site Sales**

##### **4.21.1 Principle**

*The LineUp mobile application allows the Organizer to sell Tickets at the venue of its Event. This feature is available to the Organizer and to the members of its team holding a role that entitles them to use it. Any sale made by one of them is deemed to have been made by the Organizer, in accordance with section 4.3.2. The first use of the feature constitutes acceptance of this section.*

*Payment is made, at the Organizer's option:*

- *by the Client, on his or her own device, after scanning a QR code presented by the Organizer;*
- *by Tap to Pay, on the Organizer's device, in the countries where this feature is offered.*

*The sale is concluded directly between the Organizer and the Client, in their presence. Where payment is made on the Client's device, the Terms of Sale are made available to the Client on the payment page. Where payment is made by Tap to Pay, it is up to the Organizer to inform the Client, before the sale, of the price, the Access Conditions and any special terms of its own. The provisions of the Terms of Sale relating to the Ticket apply under the conditions set out in section 3 thereof. Tickets sold on site are issued under the conditions of section 5.2.2.*

#### 4.21.2 Price and fees

*During an On-site Sale, the Client pays the price announced by the Organizer. By way of derogation from section 5.2.1, no Service Fees are added to this price: the Service Fees and the LineUp Commission are deducted from the price paid and borne by the Organizer, of which the application informs the Organizer before each payment is taken. Their amount is determined in accordance with section 5.4.1. They appear on the Commission invoice for the Event and are subject to section 5.7.*

#### 4.21.3 Payment by Tap to Pay

*Where payment is made by Tap to Pay, it is collected directly in the payment account opened in the Organizer's name with the Payment Service Provider. The Payment Service Provider's processing fees are deducted by the Payment Service Provider directly from that account, and not by LineUp.*

*In return, the Service Fees deducted by LineUp on a Tap to Pay sale are reduced by a flat amount corresponding to an estimate of those processing fees, based on the Payment Service Provider's public rates for a standard bank card from the Organizer's country. As the fees actually deducted by the Payment Service Provider vary according to the Client's means of payment (in particular a card issued abroad or a debit card), the total cost borne by the Organizer may differ slightly, upwards or downwards, from that of a QR code sale. No adjustment is made in this respect.*

*Chargebacks relating to a Tap to Pay sale are governed by section 5.6; their amount and the associated fees may be deducted by the Payment Service Provider directly from the Organizer's account.*

*The use of Tap to Pay is also subject to the terms of Apple and of the Payment Service Provider, which the Organizer accepts upon activation.*

#### 4.21.4 Open-price Entry

*During an On-site Sale, the Organizer may sell an Open-price Entry, the price of which it enters at the time of sale, within the minimum and maximum limits set by the application.*

*The Open-price Entry is exclusively reserved for the sale of a right of access to the Event concerned. The Organizer shall not use it to collect any other sum, in particular the price of drinks, food, merchandise, a cloakroom or any other good or service, or any sum unrelated to the Event.*

*The Organizer is solely responsible for the amount entered, including in the event of error, and for the tax treatment of the sums collected. An error in the amount is settled directly between the Organizer and the Client, where applicable by a refund initiated by the Organizer.*

*The Open-price Entry is not subject to any quantity limit on the Platform and is not counted against the declared capacity of the Event. The Organizer remains solely responsible for compliance with the capacity of the venue and the applicable safety rules, in accordance with section 4.10. The Open-price Entry cannot be placed for resale through the Platform.*

*Any use that does not comply with this section may result in the suspension or termination of the Organizer Account under the conditions of section 8.*

#### 4.21.5 Client details and sales without an e-mail address

*During an On-site Sale, the Organizer may enter the Client's name and e-mail address so that the Ticket is sent to the Client and attached to a LineUp Account, created on that occasion if none exists. The Organizer informs the Client of this before entering the details. These data are processed under the conditions of section 4.3.4 and of the Privacy Policy.*

*The Organizer may also make an On-site Sale without collecting the Client's e-mail address. In that case, no Ticket or proof of purchase is sent to the Client by LineUp, and an Open-price Entry sold in this way is recorded as validated as from the sale.*

*It is then up to the Organizer to provide the Client with any receipt, note or invoice required by the regulations applicable to it or requested by the Client.*

#### 4.21.6 Cancellation and refunds

*Tickets sold on site are subject to the cancellation and refund rules of section 4.11. The refund covers the price actually paid by the Client. Where the sale was paid by Tap to Pay, the refund is deducted from the Organizer's payment account.*

## **5 PAYMENTS – INVOICING – COLLECTION**

### **5.1 Payment services**

*Payments made through the LineUp Platform are processed by a third-party payment service provider, in particular Stripe, acting as an independent technical provider.*

*The accepted means of payment may include, without this list being exhaustive: bank cards (Visa, Mastercard, American Express), Apple Pay, Google Pay or any other means offered by Stripe.*

*By using the Platform and making a payment, Users acknowledge and agree to be bound by Stripe's terms of service, available at the following address:*

<https://stripe.com/legal>

*LineUp is at no time a payment service provider and does not take part in the technical execution of financial transactions.*

*The applicable Payment Service Provider depends on the territory of sale. For Events taking place in New Caledonia, payments are processed by Mobupay, payment agent for eZyness, under the conditions set out in the New Caledonia Annex, to the exclusion of Stripe. In this context, the funds are credited directly to the Organizer's payment account and LineUp does not act as a collection agent.*

## **5.2 Payment and invoicing of Clients**

### **5.2.1 Payment upon purchase of a Ticket**

*When purchasing a Ticket for an Event, the Client undertakes to pay the Total Price displayed on the Platform.*

*The Total Price includes:*

- *The Sale Price of the Ticket, freely set by the Organizer, in consideration for access to the Event;*
- *The Service Fees received by LineUp in consideration for the Services provided to the Client;*
- *The applicable taxes, where relevant, determined in accordance with the regulations applicable to the Organizer;*
- *Where applicable, the Voluntary Contribution chosen by the Client, on which no Service Fees are charged.*

*LineUp acts exclusively as a collection agent, authorized to collect the sums on behalf of the Organizer, without becoming a party to the contract concluded between the Client and the Organizer.*

*By way of exception, during an On-site Sale, the Client pays the price announced by the Organizer, with no Service Fees added (section 4.21.2). Where that payment is made by Tap to Pay, the funds are collected directly in the Organizer's payment account, and LineUp does not act as a collection agent.*

### **5.2.2 Collection and issue of Tickets**

*Tickets are issued in electronic form only after confirmation of payment in full of the Total Price.*

*In the event of payment failure, incident or refusal, no Ticket will be issued and the order may be cancelled automatically.*

### **5.3 Payment and invoicing of Physical Services**

#### **5.3.1 Matching principle**

*The Platform enables Organizers to be put in contact with Physical Service Providers (DJs, artists, photographers, security staff, technicians, etc.).*

*LineUp:*

- *Does not provide the Physical Services;*
- *Does not set the prices of Physical Service Providers;*
- *Does not take part in the negotiation, performance or supervision of the Physical Services.*

*The contract relating to the physical service is concluded directly between the Organizer and the Physical Service Provider, under their sole responsibility.*

#### **5.3.2 Payment for Physical Services through the Platform**

*Where payment for Physical Services is made through the Platform:*

- *The payment is processed by Stripe via a Stripe Connect account opened in the name of the Physical Service Provider;*
- *LineUp acts as a technical payment intermediary, without collecting the funds on its own behalf;*
- *The amount due to the Physical Service Provider is paid out to it directly by Stripe, after deduction, where applicable, of the LineUp Commission.*

*LineUp shall not be regarded as the employer, agency, corporate officer or co-contracting party of the Physical Service Provider.*

### **5.4 LineUp Commissions and Fees**

#### **5.4.1 LineUp Commission**

*In consideration for its Services, LineUp receives a Commission, the terms of which (percentage, fixed amount, subscription or a combination of these) are specified when using the Platform or in the applicable Special Terms.*

*The Commission is due as soon as a matching results in a transaction, regardless of the proper performance of the Physical Service or whether the Event actually takes place, except in the case of fault attributable to LineUp.*

#### **5.4.2 Invoicing of the Commission**

*The LineUp Commission may be:*

- *Deducted automatically upon payment via Stripe;*
- *Or invoiced separately in accordance with the agreed terms.*

*LineUp invoices only its Commission and/or its Service Fees.*

*It invoices neither the Sale Price of the Ticket nor the price of the Physical Services.*

*The proof of purchase provided to the Client upon the Order is drawn up in the name and on behalf of the Organizer, which mandates LineUp for this purpose. No proof of purchase is provided by LineUp where an On-site Sale is made without an e-mail address (section 4.21.5). The Organizer remains solely responsible for its invoicing obligations, for stating the applicable taxes and for keeping its supporting documents. It may contest a proof of purchase issued in its name within thirty (30) days of its issue.*

#### 5.4.3 Deduction from Voluntary Contributions

*In consideration for the provision of the feature and the processing of the payment, LineUp deducts from each Voluntary Contribution an amount of three per cent (3%) for Events taking place in France or Belgium, and four per cent (4%) for Events taking place in Canada, inclusive of taxes. This deduction is taken from the amount paid out to the Organizer and appears on the Commission invoice for the Event.*

### 5.5 Taxation

*Each Organizer and each Physical Service Provider is solely responsible for:*

- *Determining,*
- *Declaring,*
- *And paying the taxes, duties and social security contributions applicable to its activity.*

*LineUp:*

- *Is not responsible for collecting or remitting the taxes due in respect of Tickets or Physical Services;*
- *Invoices only the taxes applicable to its own Commission, in accordance with the regulations in force in its place of establishment;*
- *Does not take part in the tax characterization of Voluntary Contributions, which is the sole responsibility of the Organizer, and issues no tax receipts;*
- *Where the Organizer is established in a territory in which LineUp is not itself established, in particular New Caledonia, the LineUp Commission is invoiced exclusive of tax and the*

*corresponding tax is payable by the Organizer under the locally applicable reverse-charge mechanism. The Organizer alone is responsible for declaring and paying it, whatever its tax regime.*

### **5.6 Incidents, disputes and fraud**

*In the event of suspected fraud, fraudulent use of a means of payment or a transaction incident, LineUp reserves the right:*

- *To temporarily suspend the transaction;*
- *To request supporting documents;*
- *Or to cancel the transaction concerned.*

*Payment disputes (chargebacks) initiated by a Client with his or her bank, as well as the fees charged in this respect by the Payment Service Provider, are borne by the Organizer of the Event concerned, except where the dispute results from a failure of LineUp's Services. LineUp is authorized to set off these sums against the funds due to the Organizer or to invoice them to the Organizer.*

*Any dispute relating to:*

- *The content of the Event,*
- *The quality of a Physical Service,*
- *The performance of a service,*

*Must be addressed directly to the Organizer or the Physical Service Provider concerned.*

*LineUp cannot be held liable for such disputes.*

### **5.7 Treatment of LineUp Fees in the event of cancellation, postponement or resale**

*In the event of total cancellation of the Event and refund of the Clients, LineUp returns to the Organizer the Service Fees, the LineUp Commission and the deduction from Voluntary Contributions received on the refunded Orders, after deduction of the payment processing fees charged by the Payment Service Provider, which are non-refundable and remain payable by the Organizer, under the conditions of section 4.11.4. In the event of postponement with the Ticket remaining valid, modification of the Event or resale of the Ticket at the Client's initiative, the Service Fees, the LineUp Commission and the deduction from Voluntary Contributions remain acquired by LineUp. Sums due by the Organizer may be set off against the funds due to it.*

## 6 CLIENTS' RIGHTS

### 6.1 Right of withdrawal and refunds

#### 6.1.1 Tickets

*Clients are informed that the purchase of Tickets through the Platform constitutes a leisure service to be provided on a specific date or during a specific period.*

*In accordance with:*

- *Article L.221-28 of the French Consumer Code,*
- *Article VI.53, 12° of the Belgian Code of Economic Law,*
- *The equivalent provisions applicable under Quebec and Canadian law,*

*Clients do not have a right of withdrawal for the purchase of Tickets.*

*A Ticket cannot be taken back, exchanged or refunded, including in the event of loss or theft, except in the following cases:*

- *Cancellation of the Event by the Organizer;*
- *Postponement of the Event, under the conditions defined by the Organizer;*
- *A recognized case of force majeure.*

*In the event of cancellation or postponement of the Event, the refund is exclusively the initiative and responsibility of the Organizer.*

*LineUp provides Organizers with technical tools for managing refund requests, without taking part in the final decision.*

*In the event of the total cancellation of the Event, the Service Fees are refunded to the Client together with the Sale Price of the Ticket. In the event of postponement with the Ticket remaining valid, or resale of the Ticket at the Client's initiative, the Service Fees remain acquired by LineUp, subject to applicable mandatory provisions.*

#### 6.1.2 Physical Services

*Where the Platform enables an Organizer to be put in contact with a Physical Service Provider (DJ, photographer, security staff, technician, etc.), LineUp is not a party to the contract concluded between those parties.*

*The conditions for cancellation, modification or refund of Physical Services are defined:*

- *Either directly between the Organizer and the Physical Service Provider,*
- *Or in the Special Terms applicable to the service concerned.*

*LineUp cannot be held liable for the performance, cancellation or refund of Physical Services, except in the event of direct fault in its role as a technical intermediary.*

## **6.2 Other rights of Clients**

### **6.2.1 Warranty on LineUp's digital Services**

*LineUp undertakes to provide its digital Services in accordance with a best-efforts obligation.*

*Clients benefit, depending on their country of residence, from the legal warranties applicable to digital services, in particular:*

- *The legal guarantee of conformity provided for by French, Belgian and European law;*
- *The equivalent protections provided for by Quebec, Canadian and Belgian law.*

*Any complaint relating to the technical operation of the Platform must be addressed to LineUp using the contact details set out in section 12.7.*

*LineUp offers no additional commercial warranty beyond the applicable legal warranties.*

### **6.2.2 Organizers' warranties regarding Tickets and access to Events**

*Organizers are solely responsible for:*

- *The accuracy of the information relating to the Event;*
- *Actual access to the Event;*
- *Compliance with the announced Access Conditions.*

*Any request relating to:*

- *Entry conditions,*
- *Warranties,*
- *Access to the Event,*

*Must be addressed directly to the Organizer concerned.*

### **6.2.3 Physical Service Providers' warranties**

*Physical Service Providers are solely responsible for the legal or commercial warranties applicable to their services.*

*LineUp takes part neither in the performance nor in the supervision of the Physical Services, and cannot be held liable for breaches attributable to Physical Service Providers.*

## **7 AMENDMENT OF THE AGREEMENT**

### **7.1 Changes to the Platform and the Agreement**

*LineUp reserves the right to change the Platform, its features and these Terms of Use at any time, for any of the following reasons: legal, regulatory, technical, economic or operational reasons, or in order to improve the User experience.*

*These changes may include, without this list being exhaustive:*

- *The addition, removal or modification of features;*
- *The adaptation of the Services to technological or regulatory developments;*
- *Changes to the conditions of access to or use of the Platform;*
- *The activation or deactivation of certain Services or features depending on the territories concerned.*

*LineUp expressly reserves the right to restrict, adapt or deactivate all or part of the features of the Platform depending on the country, in particular due to:*

- *Local legal or regulatory constraints,*
- *Technical limitations,*
- *Operational or commercial decisions,*
- *The availability of third-party providers (in particular payment providers).*

*LineUp undertakes to inform Users of any material change to the Terms of Use by any appropriate means (notification on the Platform, e-mail, message upon login, etc.).*

*Except in the case of:*

- *A legal or regulatory obligation,*
- *An emergency,*
- *An unforeseen or imminent danger,*
- *The need to protect the Platform or Users,*

*Material changes take effect at the end of a reasonable notice period, set by default at thirty (30) days from their notification.*

*Users who do not accept the changes may terminate the Terms of Use before the new provisions take effect, in accordance with the terms set out herein.*

*If they do not terminate within this period, Users acknowledge that they accept the amended Terms of Use, which automatically become applicable.*

*Unless otherwise provided by law or where expressly to the User's advantage, the changes have no retroactive effect.*

## **7.2 Changes to prices, commissions and fees**

*LineUp reserves the right to change, at any time:*

- *The Service Fees applicable to Clients,*
- *The Commissions invoiced to Organizers,*
- *The fees applicable to Physical Services,*

*As well as any additional fees related to the use of specific features of the Platform.*

*Any change in prices is:*

- *Brought to the attention of the Users concerned;*
- *Applied at the end of a reasonable notice period, set by default at thirty (30) days.*

*The new pricing terms apply only to transactions carried out after they take effect, unless the User concerned expressly agrees otherwise in advance.*

## **7.3 Negotiated rates and special terms**

*LineUp may offer certain Organizers, at its sole discretion, specific or negotiated pricing terms, in particular in the form of:*

- *Preferential Commission rates,*
- *Fee caps,*
- *Special commercial terms,*
- *Access to specific features.*

*These terms are the subject of separate Special Terms, concluded in writing between LineUp and the Organizer concerned.*

*Negotiated rates are:*

- *Strictly confidential,*
- *Personal to the Organizer concerned,*
- *Non-transferable,*
- *And in no way constitute an acquired right or a precedent applicable to other Organizers.*

*LineUp reserves the right to change or terminate these specific terms in accordance with the procedures set out in the applicable Special Terms.*

#### **7.4 No obligation to maintain the Services and terms**

*Users acknowledge that LineUp is under no obligation to maintain:*

- *Features,*
- *Services,*
- *Prices,*
- *Business models,*
- *Contractual terms,*

*beyond the undertakings expressly set out herein or in Special Terms.*

#### **7.5 Acceptance of changes**

*Continued use of the Platform after the changes take effect constitutes full and unreserved acceptance of the updated Terms of Use.*

### **8 TERM – SUSPENSION – TERMINATION**

#### **8.1 Term**

*These Terms of Use take effect upon their acceptance by the User and are entered into for an indefinite term.*

#### **8.2 Suspension**

*LineUp reserves the right to suspend, temporarily or permanently, all or part of the access to the Platform or the Services, without compensation, in the following cases:*

- *Breach by a User of his or her contractual obligations;*
- *Payment incident, rejected direct debit or proven or suspected fraud;*
- *Fraudulent, abusive or improper use of the Platform;*
- *Non-compliance with applicable laws and regulations;*
- *Breach of the security, integrity or proper functioning of the Platform;*
- *An abnormally high volume of disputes, complaints or claims.*

*Any suspension, restriction or removal of content is notified to the User concerned, at the latest when the measure takes effect, by a statement of reasons indicating the facts alleged, the provision or legal rule applied, the duration or scope of the measure and the means of contesting it, in accordance with Article 17 of Regulation (EU) 2022/2065 and Article 4 of Regulation (EU) 2019/1150. The User may submit his or her explanations and request a review of the measure by writing to the address indicated in section 12.7; LineUp responds within fifteen (15) days. Where the measure results from a legal obligation or a request from an authority, the notification may be deferred to the extent required by that obligation.*

*The suspension may be lifted once the cause giving rise to it has ceased.*

### **8.3 Termination at the User's initiative**

*Any User may terminate the Agreement at any time by deleting his or her Account or by contacting LineUp support at the following e-mail address: [contact@lineup-event.com](mailto:contact@lineup-event.com)*

*Termination results in the deletion of the Account, without prejudice to financial obligations already incurred, which remain payable until settled in full.*

### **8.4 Termination for serious breach**

*LineUp reserves the right to terminate the Agreement automatically, without notice or compensation, in the event of a serious breach by the User, in particular in the following cases (non-exhaustive list):*

*For the Organizer:*

- *Lack of a valid legal status;*
- *Organization of unlawful or fraudulent Events;*
- *Provision of false or misleading information;*
- *Repeated non-payment of the Commissions or fees due;*
- *Infringement of intellectual property rights or applicable laws;*

- *Non-compliance with tax or regulatory obligations.*

*For the Physical Service Provider:*

- *Lack of an appropriate legal status;*
- *Non-compliant, fraudulent or unlawful services;*
- *Abusive use of the Platform;*
- *Non-compliance with contractual undertakings towards the Organizer or Clients.*

*For the Client:*

- *Fraud or attempted fraud;*
- *Non-payment of the Total Price;*
- *Abusive or improper use of Tickets or Services.*

*With respect to Organizers and Physical Service Providers, termination without notice is reserved for cases of fraud, illegal content, repeated breach despite formal notice, or a legal or regulatory obligation. In other cases, LineUp notifies its decision to terminate, with its reasons, at least thirty (30) days before it takes effect, in accordance with Article 4 of Regulation (EU) 2019/1150.*

## **8.5 Consequences of termination**

*Termination results in:*

- *The removal of the Events published by the Organizer;*
- *The inability to use the Services;*
- *The end of access to the Account.*

*Sums lawfully acquired before termination remain due and may be paid through the Payment Service Provider, subject to legal compliance and the absence of fraud.*

*Each Party remains bound to perform its obligations arising before the effective date of termination.*

*Where termination occurs while Tickets have been sold for an Event that has not yet taken place, the Organizer remains bound, as the case may be, to hold the Event under the announced conditions or to refund the Clients under the conditions of section 4.11.4; for this sole purpose, LineUp maintains access to the scanning and refund tools until the Event has taken place or the Clients have been refunded in full. The Organizer may export its list of participants for thirty (30) days following termination. The data are then deleted or archived under the conditions of section 9.5 and Annex 1.*

## 9 PERSONAL DATA

### 9.1 General principles

*LineUp attaches particular importance to the protection of personal data and undertakes to process Users' data in compliance with the applicable regulations, in particular:*

- *Regulation (EU) 2016/679 (GDPR);*
- *The French Data Protection Act (loi Informatique et Libertés), as amended;*
- *The Belgian Act of 30 July 2018 on the protection of natural persons with regard to the processing of personal data;*
- *Law 25 (Quebec) — namely the Act to modernize legislative provisions as regards the protection of personal information — and the applicable Canadian provisions. Pursuant to Law 25, LineUp has appointed a person in charge of the protection of personal information (see section 9.8). Any transfer of personal information outside Quebec is preceded by a Privacy Impact Assessment (PIA) in accordance with Law 25;*
- *Any local regulations applicable according to the User's country of residence.*

*LineUp acts, as the case may be, as a controller or as a processor, in accordance with the legal provisions.*

### 9.2 Data processed by LineUp

*In connection with the use of the Platform, LineUp may collect and process in particular the following categories of data:*

- *Identification data (surname, first name, e-mail address, telephone number);*
- *Login and Platform usage data;*
- *Data relating to orders (Tickets, Services, Physical Services, Voluntary Contributions);*
- *Photographs published by Organizers in Albums, whose metadata (in particular geolocation data) are removed upon upload;*
- *Payment data, without retention of bank details, which are processed exclusively by the Payment Service Providers;*
- *Data required for fraud prevention, security and compliance with legal obligations.*

*The data collected are strictly necessary for the provision of the Services.*

### **9.3 Responsibility for processing**

#### **9.3.1 LineUp**

*LineUp is the controller for:*

- *The management of User Accounts;*
- *Access to and operation of the Platform;*
- *The invoicing of its Services and Commissions;*
- *Fraud prevention and security;*
- *Legal and regulatory obligations.*

#### **9.3.2 Organizers**

*Organizers are the controllers for data relating to:*

- *Tickets;*
- *Access to Events;*
- *Refunds;*
- *The management of participants;*
- *The photographs they publish in Albums (section 4.17)*

*LineUp acts as a processor on their behalf.*

#### **9.3.3 Physical Service Providers**

*Physical Service Providers (DJs, photographers, security staff, etc.) are responsible for the processing they carry out directly in connection with their services.*

#### **9.3.4 Payment service providers**

*Payments are processed by third-party providers (e.g. Stripe), acting as separate controllers, in accordance with their own privacy policies.*

#### **9.4 Purposes of processing**

*Personal data are processed for the following purposes:*

- *Provision and management of the Services;*
- *Matching of Users;*
- *Execution of transactions;*
- *Management of refunds;*
- *Operational communication;*
- *Legal and tax compliance;*
- *Security, prevention of fraud and abuse.*

*No data are used for purposes incompatible with these purposes.*

#### **9.5 Data retention**

*Data are retained:*

- *For the duration of the contractual relationship;*
- *Then archived in accordance with the applicable legal obligations (in particular accounting and tax obligations);*
- *Deleted when they are no longer necessary.*

#### **9.6 Data security**

*LineUp implements appropriate technical and organizational measures, in particular:*

- *Access control;*
- *Encryption of sensitive data;*
- *Protection by secure authentication;*
- *Regular security audits.*

*However, LineUp cannot guarantee absolute security and disclaims all liability in the event of a breach resulting from an external event beyond its reasonable control.*

#### **9.7 International transfers**

*Data may be transferred outside the European Union or Canada, in particular where technical providers are located abroad.*

*In that case, LineUp ensures that these transfers are based on:*

- *Appropriate safeguards;*
- *Standard contractual clauses;*
- *Any other recognized legal mechanism.*

*Specifically for Users residing in Quebec: in accordance with Law 25, any transfer of personal information outside Quebec is preceded by a Privacy Impact Assessment (PIA). This assessment is intended to ensure that the information will receive adequate protection in the recipient country. Transfers are carried out only if the PIA confirms a sufficient level of protection.*

## **9.8 Users' rights**

*In accordance with the regulations, Users have the following rights:*

- *Right of access;*
- *Right to rectification;*
- *Right to erasure;*
- *Right to restriction of processing;*
- *Right to object;*
- *Right to data portability.*

*Requests may be addressed to LineUp using the contact details indicated in the Terms of Use.*

*In accordance with Law 25 (Quebec), LineUp has appointed Andrea Marc Kerzreho as the person in charge of the protection of personal information. Any request relating to the exercise of your rights under Law 25 may be addressed to him at the following address: [contact@lineup-event.com](mailto:contact@lineup-event.com)*

*Users residing in Belgium may also lodge a complaint with the Data Protection Authority (APD/GBA), Rue de la Presse 35, 1000 Brussels – [www.autoriteprotectiondonnees.be](http://www.autoriteprotectiondonnees.be). Users residing in France may refer the matter to the CNIL ([www.cnil.fr](http://www.cnil.fr)).*

## **9.9 Cookies and trackers**

*The Platform may use cookies and similar technologies to:*

- *Ensure its proper functioning;*
- *Measure audience;*
- *Improve the user experience.*

*The details are set out in a separate cookie policy.*

### **9.10 Privacy Policy**

*For more information, Users are invited to consult LineUp's Privacy Policy, accessible from the Platform. The Privacy Policy and the Cookie Policy inform Users and may be updated independently of these Terms of Use.*

## **10 INTELLECTUAL PROPERTY RIGHTS**

### **10.1 LineUp's intellectual property rights**

*The LineUp Platform, as well as all of its components, including in particular and without this list being exhaustive, the software, source code, interfaces, architectures, databases, algorithms, trademarks, domain names, graphic charters, logos, visuals, texts, features, editorial content and technical elements, are protected by intellectual property laws and are the exclusive property of LineUp or its partners.*

*Any use of the Platform is strictly limited to use in accordance with these Terms of Use.*

*Unless LineUp gives its prior written authorization or the law expressly provides otherwise, Users are prohibited from:*

- *Reproducing, representing, modifying, adapting, translating, extracting or reusing all or part of the Platform;*
- *Creating derivative works;*
- *Licensing, assigning or commercially exploiting all or part of the elements of the Platform;*
- *Infringing LineUp's intellectual property rights in any way whatsoever.*

### **10.2 Users' intellectual property rights**

*Each User warrants that he or she holds all the intellectual property rights required to use the Platform and to distribute the content he or she publishes, transmits or makes accessible through it.*

*In this respect:*

- *The Organizer warrants that it holds all the rights required to organize, promote and market the Events, issue the Tickets, and publish the descriptions, visuals, schedules, prices, access conditions and all Event Content.*
- *Physical Service Providers (in particular DJs, artists, photographers, videographers, security staff, technicians, hosts or any other provider physically involved at an Event) warrant that*

*they hold all the rights, authorizations, licences, qualifications and insurance required to provide the Physical Services offered through the Platform.*

- *Each User warrants that the content published does not infringe any third-party rights, in particular copyright, related rights, trademark rights, image rights, the right to privacy or any other applicable right.*

### **10.3 Licence granted to LineUp**

*Users grant LineUp a non-exclusive, royalty-free and worldwide licence to use all content transmitted or published through the Platform, in particular descriptions, visuals, texts, videos, logos, trademarks, promotional content and information relating to Events or Physical Services.*

*Photographs published in an Album are excluded from this licence. They are exclusively subject to the limited licence provided for in section 4.17.3, which does not permit any use for communication, promotional or advertising purposes.*

*This licence is granted:*

- *For the term of the Agreement, for the purposes of providing the Services;*
- *For the presentation of the Platform and its Events on LineUp's communication media, for the term of the Agreement and, for media already produced at the date of its end, for a further twelve (12) months. The Organizer may object at any time to the promotional use of a specific item of content by writing to the address indicated in section 12.7; LineUp complies within thirty (30) days;*
- *For archiving and evidentiary purposes, for the applicable statutory retention period.*

*This licence authorizes LineUp to:*

- *Host, store, reproduce, represent, distribute and exploit the content;*
- *Use it on the Platform and on any digital or printed communication medium (website, application, social networks, newsletters, marketing materials, advertisements, sales presentations, press releases);*
- *Adapt the content to technical or format constraints, without altering its meaning;*
- *Exploit the content for statistical and analytical purposes, in aggregated form.*

*This licence does not entail any assignment of intellectual property rights to LineUp.*

### **10.4 Users' warranties and liability**

*Users indemnify LineUp against any claim, action, proceedings, judgment, damage, loss, expense or cost (including court costs and legal fees) resulting from:*

- *An infringement of third-party intellectual property rights;*
- *The publication of unlawful, misleading, defamatory or unauthorized content;*
- *Any non-compliant use of the Platform or the Services.*

*LineUp reserves the right, without notice or compensation, to remove, suspend or disable access to any content that is manifestly unlawful or infringes third-party rights.*

#### **10.5 No control and role of LineUp**

*LineUp acts exclusively as a technical intermediary and collection agent.*

*LineUp exercises no systematic editorial control over the content published by Users and cannot be held liable for infringements of intellectual property rights resulting from content provided by Users.*

#### **10.6 Removal and retention of content**

*In the event of termination or deletion of an Account, the content published by the User is removed from the Platform within a reasonable time.*

*However, LineUp reserves the right to retain certain content and data, in archived form, to the extent strictly necessary:*

- *To comply with its legal, regulatory or tax obligations;*
- *To manage any disputes or claims;*
- *For evidentiary or legal archiving purposes.*

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#### **10.7 Survival of provisions**

*The provisions of this section survive the expiry or termination of the Agreement for the entire statutory period of protection of the intellectual property rights concerned.*

### **11 GOVERNING LAW AND JURISDICTION**

*These Terms of Use are governed by French law.*

*In the event of a dispute relating to the validity, interpretation, performance or termination of these Terms of Use, and subject to the mandatory provisions applicable to consumers, jurisdiction is expressly conferred on the competent courts of Paris, notwithstanding multiple defendants or third-party claims.*

However, where the User acts as a consumer, the mandatory rules on territorial jurisdiction provided for by the legislation of his or her country of habitual residence remain applicable.

A Consumer Client residing in France may bring proceedings, at his or her option, before one of the courts having territorial jurisdiction under the French Code of Civil Procedure or before the court of the place where he or she resided at the time the contract was concluded or the harmful event occurred (Article R.631-3 of the French Consumer Code). A Consumer Client residing in Belgium may bring proceedings before the courts of his or her domicile.

In particular, where the User is a consumer residing in Quebec, the Consumer Protection Act (CQLR, c. P-40.1) and the other mandatory provisions of Quebec law remain applicable to him or her, in particular: (i) the right to submit any dispute to a Quebec court, (ii) the prohibition of any mandatory arbitration clause, and (iii) the obligation to display the total price from the first step of the ordering process. No provision of these Terms of Use may have the effect of depriving the Quebec consumer of these protections.

In the event of a dispute with LineUp that is not resolved amicably, the consumer may use the following mediation service free of charge:

CM2C – Centre de la Médiation de la Consommation de Conciliateurs de Justice, 4 rue Saint-Jean, 75017 Paris – [www.cm2c.net](http://www.cm2c.net)

Mediation is free of charge for the consumer. The consumer must first have attempted to resolve the dispute directly with LineUp via [contact@lineup-event.com](mailto:contact@lineup-event.com). A consumer residing in Belgium may refer the matter to the Consumer Mediation Service (North Gate II, Boulevard du Roi Albert II 8, 1000 Brussels – [www.mediationconsommateur.be](http://www.mediationconsommateur.be)). A consumer residing in Quebec may contact the Office de la protection du consommateur ([www.opc.gouv.qc.ca](http://www.opc.gouv.qc.ca)).

## **12 MISCELLANEOUS**

### **12.1 Severability**

Should any of the provisions of these Terms of Use be declared null, invalid or unenforceable pursuant to a law or regulation or following a final decision of a competent court, such nullity shall affect neither the validity nor the enforceability of the other provisions, which shall remain in full force and effect.

The Parties agree, to the extent possible, to replace the affected provision with a valid provision that comes as close as possible to the original economic and legal intent.

### **12.2 Assignment of the Agreement and change of control**

*Users may not assign, transfer or contribute all or part of the rights and obligations arising from these Terms of Use to a third party, on any basis whatsoever, without LineUp's prior written consent.*

*LineUp reserves the right to assign or transfer all or part of the Agreement, without prior notice to Users, in particular in the following cases:*

- *Merger, demerger, partial contribution of assets, sale of business;*
- *Creation of a new company or restructuring of the group;*
- *Direct or indirect change of control.*

*These operations shall not entail any material change to Users' rights.*

*Should an operation be likely to affect Users' rights, LineUp undertakes to inform them within a reasonable time.*

*These Terms of Use are entered into intuitu personae with respect to Users. The assignment of the Agreement by LineUp does not entail any novation of the contractual obligations and these Terms of Use remain fully applicable.*

### **12.3 No waiver**

*The failure of either Party to rely, temporarily or permanently, on any of the provisions of these Terms of Use shall not be construed as a waiver of the right to rely subsequently on that provision or any other.*

*A waiver shall be effective only if it is express and set out in writing.*

### **12.4 Language of the Agreement**

*These Terms of Use are drawn up in French.*

*They may be translated into one or more languages for convenience or accessibility.*

*In the event of a conflict, discrepancy or difference in interpretation between the French version and any translated version, the French version shall prevail and alone be authoritative, in particular in the event of a dispute, interpretation or performance of the Agreement.*

### **12.5 Independence of the Parties**

*The Parties acknowledge that they act fully independently.*

*These Terms of Use shall not be construed as creating between them a relationship of*

*subordination, de facto company, partnership, agency other than the collection mandate expressly provided for, or general representation.*

*Each Party remains solely responsible for its legal, tax, social security and regulatory obligations.*

#### **12.6 Force majeure**

*Neither Party may be held liable for a failure to perform its obligations resulting from a case of Force majeure as defined in section 2. The affected obligations are suspended for the duration of the impediment. If it exceeds thirty (30) days, either Party may terminate the Agreement without compensation. Payment obligations arising before the Force majeure event remain due. The treatment of Tickets for an Event prevented by a case of Force majeure is governed by section 4.11 and by the Terms of Sale.*

#### **12.7 Support and contact**

*Any question, complaint or request relating to the Platform may be addressed to LineUp by e-mail at [contact@lineup-event.com](mailto:contact@lineup-event.com), or by post to the registered office address indicated in the Legal Notice. LineUp acknowledges receipt of any complaint within five (5) business days and responds within fifteen (15) business days. Requests relating to personal data are handled under the conditions of section 9.8; content reports under the conditions of section 4.20. Support is provided in French.*

#### **12.8 Acceptance and evidence**

*These Terms of Use are accepted by means of a separate checkbox when the Account is created and, for Clients without an Account, when the Order is validated. LineUp keeps, for each User, the version of the Terms of Use accepted and the date and time of acceptance, under the conditions of section 9.5. LineUp's records are authoritative between the Parties, unless proven otherwise. Each version of the Terms of Use bears a number and an update date; earlier versions may be consulted on request at the address indicated in section 12.7.*

#### **12.9 Mobile applications**

*The LineUp mobile applications are distributed through the App Store (Apple) and Google Play (Google). Their download and use are also subject to the terms of those platforms. Apple and Google are not parties to these Terms of Use and assume no obligation in respect of the Services.*

The applications may request access to certain device functions (camera for scanning Tickets, photo library for Albums, notifications, Apple Wallet); each access is requested from the User and may be withdrawn in the device settings. LineUp may require the installation of an update in order to continue using the Services where security or compatibility so requires.

## **ANNEX 1 – DATA PROCESSING AGREEMENT (ORGANIZERS)**

*This agreement (the "Agreement") sets out, in accordance with Article 28 of Regulation (EU) 2016/679 (GDPR) and section 18.3 of the Act respecting the protection of personal information in the private sector (Quebec), the conditions under which LineUp processes personal data on behalf of the Organizer. It is accepted by the Organizer when creating its Account and applies for the entire term of the Agreement.*

### **1. Subject matter, nature and purposes of the processing**

*LineUp processes, on behalf of the Organizer, the personal data of Clients and participants required for: the sale and issue of Tickets; access control; the management of refunds and resales; operational communication relating to the Event; the hosting and display of Albums; the collection and payout of Voluntary Contributions. The operations carried out are collection, recording, hosting, consultation, transmission to the Organizer and erasure.*

### **2. Categories of data and data subjects**

*Identification data (surname, first name, e-mail address, telephone number where the Organizer has activated its collection), Order data (Tickets, amounts, Voluntary Contributions), access control data (scan timestamp), photographs published in Albums. Data subjects: Clients, participants, persons photographed.*

### **3. Duration**

*The processing lasts for the entire duration of the contractual relationship. The data of an Event are deleted or anonymized no later than twelve (12) months after it takes place, unless there is a legal retention obligation or the Organizer instructs otherwise; Album photographs are deleted six (6) months after their publication.*

### **4. Obligations of LineUp**

- *To process the data only on the documented instructions of the Organizer, these Terms of Use and the Organizer's configuration of the Platform constituting instructions; to inform the Organizer if an instruction appears to it to infringe the regulations;*
- *To ensure that the persons authorized to process the data are bound by an obligation of confidentiality;*
- *To implement the technical and organizational measures described in section 9.6 of the Terms of Use and in the Privacy Policy;*

- *To assist the Organizer in responding to requests from data subjects to exercise their rights, by forwarding to it without delay any request received that concerns it;*
- *To notify the Organizer of any personal data breach concerning it within a maximum of forty-eight (48) hours after becoming aware of it, with the information required for its own notification obligations;*
- *To assist the Organizer, to the extent reasonable, in carrying out its impact assessments and privacy impact assessments where they relate to processing carried out through the Platform;*
- *To make available to the Organizer the information necessary to demonstrate compliance with this Agreement, and to allow a documentary audit once a year, on thirty (30) days' notice, at the Organizer's expense;*
- *At the end of the Agreement, to allow the Organizer to export its participants' data for thirty (30) days, then to delete the data, unless there is a legal retention obligation.*

#### 5. Sub-processors

*The Organizer authorizes LineUp to use the following sub-processors: Supabase (database), Vercel (hosting), Cloudflare (photo storage), Stripe (payment), Sentry (error monitoring), Resend (e-mail sending), Upstash (technical cache and rate limiting), Google (map display). The up-to-date list, with the country of processing and the safeguard applicable to transfers, is set out in the Privacy Policy. LineUp informs the Organizer of any addition or replacement at least fifteen (15) days in advance by notification on the Platform; the Organizer may object on legitimate grounds, in which case either Party may terminate the Agreement. LineUp imposes on its sub-processors obligations equivalent to its own and remains liable to the Organizer for their performance.*

#### 6. Transfers outside the European Union and Quebec

*Sub-processors established in the United States process the data on the basis of their certification under the EU–U.S. Data Privacy Framework or the standard contractual clauses adopted by the European Commission, supplemented by the technical measures described in the Privacy Policy. For Organizers established in Quebec, LineUp has carried out the privacy impact assessment provided for in section 17 of the Act respecting the protection of personal information in the private sector and makes it available on request.*

#### 7. Obligations of the Organizer

*The Organizer, as controller, warrants that the data it collects through the Platform are collected lawfully, that data subjects are informed in accordance with Articles 13 and 14 of the GDPR and section 8 of the Quebec Act, and that it has a legal basis for each use it makes of the data outside the Platform. It uses the data for marketing purposes only with the express consent of the Client (section 4.3.4). For messages sent to recipients in Canada, it complies with Canada's Anti-Spam Legislation: express consent, identification of the sender and a functional unsubscribe mechanism in each message.*

#### 8. Advertising pixel: joint controllership

*Where the Organizer activates a Meta pixel (section 4.3.2), LineUp, the Organizer and Meta are joint controllers of the processing consisting of collecting and transmitting to Meta the browsing and purchase data of visitors to the Organizer's pages, within the meaning of Article 26 of the GDPR. In this context: LineUp obtains the consent of visitors, informs them through the Privacy Policy and the Cookie Policy, and stops the transmission if consent is withdrawn; the Organizer is responsible for the use of the data within its Meta account, for compliance with Meta's terms and for requests to exercise rights relating to that use; the relationship between each of the Parties and Meta is governed by Meta's joint controller addendum. Data subjects may exercise their rights with LineUp or the Organizer, which forward requests to each other without delay.*

#### 9. Liability

*Each Party is liable for damage caused by processing that does not comply with the regulations or this Agreement, under the conditions of Article 82 of the GDPR. The limitation of liability provided for in section 4.6 of the Terms of Use applies between the Parties, without prejudice to the rights of data subjects.*