

## GENERAL TERMS AND CONDITIONS – SHOTGUN

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These General Terms and Conditions have been prepared by Shotgun SAS (“Shotgun”), a French *société par action simplifiée*, having its registered office at 16, rue de la Pierre Levée – 75011 Paris, registered with the French Commercial and Companies registry of Paris under number 802 377 341.

Shotgun is a technology company whose purpose is to provide an intermediation service to connect organizers - looking to promote their events and sell tickets for their events - and natural persons seeking to discover events and purchase tickets.

Shotgun acts as a platform that provides a ticketing solution and acts as a representative and a transparent intermediary acting in the name and on behalf of the organizers.

### 1. DEFINITIONS

The following definitions are applicable to the entire General Terms and Conditions and Special Terms.

- **“Account”**: refers to the Users’ personalized & dedicated digital environment on the Platform.
- **“Additional Fees”**: refers to fees paid by the Organizer to Shotgun in exchange for Additional Services provided by Shotgun.
- **“Additional Service”**: refers to the services offered by Shotgun in the Special Terms, and to which the Organizer may subscribe in addition to the Services.
- **“Agreement”**: refers to the General Terms and Conditions, and, if applicable, to the Special Terms.
- **“Appendix”**: refers to Appendix 1.
- **“Application”**: refers to the "Shotgun" mobile application for Clients, available on the Apple App Store and on the Google Play Store.
- **“Automatic Resale” or “Ticket Cancellation”**: refers to the cancellation of the Ticket as required by a Client, and the refund of the Client under the conditions outlined in section 3.3 of the General Terms and Conditions.
- **“Client”**: refers to any natural person over the age of legal majority who purchases a Ticket on the Platform for private or non-professional purposes.
- **“Client Account”**: refers to the Client’s personalized & dedicated digital environment, which allows the Client to access and download Tickets, and, if applicable, to transfer or cancel them.
- **“Event”**: refers to any festival, concert, musical or live performance organized and managed by an Organizer through the Platform.
- **“General Terms & Conditions”**: refers to the present general terms and their Appendix.
- **“Intellectual Property Rights”**: refers to any right, registered or not, including patents and patent applications, trademarks and trademark applications, designs, copyright including copyright applicable

to software, related rights including producers' rights and performers' rights, *sui generis* rights, including database producer's rights, and any other related rights including rights applicable to domain names, company name, names and trading names, rights related to know-how and business information, trade secret or any equivalent protection that exists in the world.

- **“Organizer”**: refers to any natural or legal person acting in a professional capacity that uses the Platform to organize an Event and sell Tickets to this Event.
- **“Organizer Account” or “Smartboard”**: refers to an Organizer's personalized and dedicated digital environment, which allows the Organizer to list Events, offer Tickets for sale and communicate with Clients.
- **“Organizer Application”**: refers to the “Shotgun Scan” and “Shotgun Drawer” applications, specifically intended for Organizers, available on the Apple App Store and on the Google Play Store.
- **“Organizer Fees”**: refers to the fees charged by Shotgun to the Organizer at the time of the Sale of Tickets. The rate of Organizer Fees are agreed between Shotgun and the Organizer, and specified in the Special Terms, or in any subsequent agreement between Shotgun and the Organizer.
- **“Party”**: refers to, in the singular, individually Shotgun or the User, and, in the plural, collectively Shotgun and the User.
- **“Personal Data Regulation”**: refers to the regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as well as the French Law n° 78-17 of 6 January 1978 (*Loi relative à l'informatique, aux fichiers et aux libertés*) in its latest version in force
- **“Platform”**: refers either to the entire Website and Client Application for Clients, or to the entire Website and Organizer Application for Organizers.
- **“Sale”**: refers to the commercialization of Tickets by Organizers.
- **“Sale Price”**: refers to the amount received by the Organizer, after the deduction of Shotgun's Service Fees.
- **“Services”**: refers to the provision of the Platform and the intermediation service for Tickets Sale, as well as for the Cancellation and Transfer of Tickets.
- **“Service Fees”**: refers to the fees charged by Shotgun to Clients in exchange for the Services provided by Shotgun to the Client. Service Fees are presented to Clients separately.
- **“Shotgun”**: refers to the company Shotgun SAS, whose registered office is at 16 rue de la Pierre Levée, 75011 Paris, registered in the Paris's Trade and Companies' Register under registration number 802 377 341, subject to VAT under number FR17 802 377 341.
- **“Special Terms”**: refers to the special terms concluded between Shotgun and the Organizer to supplement the General Terms and Conditions.
- **“Ticket”**: refers to the agreement concluded between the Organizer and the Client giving the Client the right to attend an Event.

- **“Ticket Cancellation”** or **“Automatic Resale”**: refers to the cancellation of the Ticket as required by a Client, and the refund of the Client under the conditions outlined in section 3.3 of the General Terms and Conditions.
- **“Ticket Transfer”**: refers to the free or paid transfer of a Ticket to a person designated by the Client.
- **“Total Ticket Price”**: refers to the price paid by the Client to purchase a Ticket, inclusive of Service Fees.
- **“User”**: refers individually to a Client or an Organizer, and collectively to Clients and Organizers.
- **“Website”**: refers to Shotgun’s website, accessible at <https://shotgun.live> and its subdomain.

Unless circumstances request otherwise, definitions in the singular include the plural, and *vice versa*.

## **2. CONTRACTUAL DOCUMENTS HIERARCHY**

The relationship between Shotgun and the other Parties is governed by the Agreement. In addition to the General Terms and Conditions, Organizers may conclude Special Terms, as well as additional clauses or specific agreements regarding Additional Services with Shotgun. Should there be any contradiction between these contractual documents, they will prevail over one another according to the following hierarchy: (i) additional clauses or specific agreements, (ii) Special Terms (from the most recent to the oldest), (iii) General Terms and Conditions.

If it is the intention of the Parties to include other documents within the contractual field, they must agree in writing and specify their articulation with the existing documents.

## **3. FUNCTIONING OF THE PLATFORM AND USERS’ UNDERTAKING**

### **3.1 How the Platform works for Clients**

#### **3.1.1 Conditions for creating a Client Account**

Any person may browse the Ticket offers on the Website or on the Application. However, to purchase Tickets, it is necessary to create an Account. Any natural person over the age of 18 who is not acting in a professional capacity may create a Client Account on the Website or the Application, free of charge. Individuals may choose to sign up via their Facebook or Apple ID account, or by entering their email address.

At sign-up, the Client provides their name, surname, email address, phone number, date of birth, country of residence and Zip code, and agrees to the General Terms and Conditions. Acceptance of the General Terms and Conditions is materialized by the action of the user proceeding to sign-up.

#### **3.1.2 Ticket Sale**

Tickets may be purchased by the Client either through the Website or through the Application. In the course of the purchase process, the Client is prompted to log in or create a Client Account if they do not have one yet. During the process, the Client may see the special features of the Tickets and of the Event. Once an Event is sold out, the Client may join a waiting list on the Application. The Client may also select the “Automatic Purchase” feature, which enables them to purchase a Ticket automatically when available, regardless of the type of the Ticket offered. Clients who do not wish to use the “Automatic Purchase” will be offered Tickets after Clients who use this feature. When a Ticket is available to them, Clients will be notified and will have 20 minutes to complete the purchase.

The price indicated at checkout is the Total Ticket Price. At the time of payment, a 3D Secure check may be carried out by the banking institution of the Client.

Once payment has been successfully processed, an email is sent to the Client with the receipt, the Ticket (in PDF format) and a link to access the digital version of the Ticket in the Application. Shotgun does not issue physical Tickets for online purchases.

In case of a group order, the owner of the Ticket is the initial Client, until they Transfer the Tickets to the natural persons of their designation through the Platform, who then become the legitimate holders of the Tickets. Tickets are generally personal but not nominative. For certain Events, beneficiaries of the Tickets must be indicated at the time of purchase.

### 3.1.3 Responsibility of the Client

The Client is solely responsible for their Client Account and for Tickets that they have purchased. The Client understands that the Tickets bind them to the Organizer, and that by purchasing a Ticket, the Client consents to the terms set by the Organizer and specified on the Website and/or on the Ticket.

The Client undertakes and warrants:

- Not to duplicate the Ticket;
- To present the Ticket only once at access control, unless otherwise stipulated, and agrees that the Organizer will consider the first person to present themselves at access control with a valid Ticket as the legitimate holder of the Ticket;
- To present a proof of identity if requested by the Organizer;
- Not to purchase Tickets for the sole purpose of reselling them, and not to circumvent technical limitations to purchase more Tickets than authorized by the Organizer as indicated on the Event Page;
- To respect applicable laws and regulations on the reselling of Tickets. Shotgun recommends not to resale Tickets outside of the Platform;
- Not to use fraudulent payment methods, including credit cards of which they are not the legitimate holder without authorization. In case of suspicion of fraudulent usage of their credit card or any other payment method on the platform, the Client notifies Shotgun without delay and undertakes to provide Shotgun with all relevant information;
- To refrain from abusive contestation regarding the non-reception of the Ticket, including any maneuver aimed at making Shotgun believe that the Client has not received the Ticket, or has not personally bought the Ticket. If they have not received their Ticket in a reasonable timeframe after purchase, Client notifies Shotgun without delay and undertakes to provide Shotgun with all relevant information;
- Not to be refunded of Service Fees if an Event is cancelled or postponed. The Organizer is sole responsible for the proper conduct of the Event and sole decider on the terms of refund in case of cancellation or postponement. Refunds, even when facilitated by Shotgun, are initiated by the Organizer. As an exception to these rules, in case of a specific agreement between the Organizer and Shotgun, Service Fees might be refunded by the Organizer or by Shotgun, and refunds might be initiated by Shotgun;
- To be automatically debited if case a new Ticket is available for an Event for which the Client has joined the waiting list with the “Automatic Purchase” option activated. The Client understands that being on the waiting list does not guarantee that they will be able to purchase a Ticket, as this will depend on the number of Tickets made available and on their position on the waiting list. The Client also understands that will not be able to select a specific type of Ticket while on waiting list;

- Not to act in a professional capacity.

Any breach of the Client's obligations under the General Terms and Conditions may result in the suspension and/or termination of their Client Account. This provision is without prejudice to any other remedy Shotgun may have. In case of Tickets resold outside the Platform, Shotgun reserves the right to cancel the Ticket and take all appropriate measures to protect Clients from fraudulent reselling of Tickets.

### 3.2 How the Platform works for Organizers

#### 3.2.1 Conditions for creating an Organizer Account

In order to use the Organizer Application, create Events and Tickets on the Platform, the Organizer must create an Organizer Account. Any natural person over 18 or any natural person that represents a legal entity with a legal and tax status allowing them to organize Events for professional purposes may apply for registration on the Website.

At the time of registration, the Organizer acknowledges and agrees to the General Terms and Conditions by proceeding to sign-up on the Website. When registering on the Platform, the Organizer shall (i) provide its public handle on the platform, its company registration and tax number, the name and legal status of its company, the address of its main office, (ii) agree to the General Terms and Conditions, and (iii) provide all the documents requested by Shotgun and communicate valid banking information. If an Organizer is registered outside of France, the Organizer shall provide Shotgun with all information necessary for invoicing and to demonstrate compliance with the legal and regulatory obligations applicable in the country in which it is registered. The Organizer agrees to be contacted by Shotgun and to provide without delay any document confirming the requested information.

As an essential and determining condition for Shotgun to enter into the Agreement, the Organizer declares that they are insured with a solvent company and undertakes to remain so for the duration of the Agreement by paying the relevant insurance premiums to cover all risks inherent in the exercise of their activity, including those related to the organization of the Events and the sale of Tickets.

The Organizer will be able to fully use all the features of the Organizer Account only after Shotgun's validation of their registration and after acceptance of the Special Terms. Should the Organizer fail to have legal and tax status allowing them to regularly organize Events in the country in which they operates within 30 days after the registration request, the Organizer Account shall be suspended. Shotgun reserves the right to refuse any registration and close any Account that does not comply with the registration conditions and prevent the creation of an Account by any Organizer that has not provided the required information in order to fulfill their tax obligations.

#### 3.2.2 Creation of an Event and Sale of Tickets

The Organizer may create as many Events and Tickets as desired.

- **Regarding Events**, the Organizer specifies the date, location and type of Event, as well as a description of the Events and graphical assets adapted to the Platform. The Organizer can choose whether the Event will be publicly listed on the Platform or remain hidden. The Organizer can also specify genre tags and artists that will perform at the Event. The Organizer has sufficient space on the Events page to specify all the information they are required to provide, including their identity and the means by which they can be contacted by mail, phone or email. The Organizer is solely responsible for the completeness and accuracy of the information given on the Events page;
- **Regarding Tickets**, the Organizer specifies the amount, category and Sale Price of the Tickets. The Organizer define the start and end dates of the Sale, as well as the sales channels. The Organizer may

import Tickets sold on other platforms. Unless otherwise stipulated, the Organizer agrees that Tickets may be cancelled or transferred to another User on the Platform, subject to the conditions outlined in section 3.3

The Smartboard allows the Organizer to:

- Monitor the number of Tickets sold in real time, communicate with Clients, and initiate refunds if necessary;
- Monitor Organizer revenues in real time. Unless otherwise stipulated, Organizers can set up one free transfer per Event. Otherwise, the entire revenues of the Event will be automatically transferred on the bank account indicated by the Organizer after the end of the Event. Bank transfers are processed by Stripe. Before requesting a bank transfer, the Organizer shall provide all necessary information about the holder of the bank account on which the sum is to be transferred. The Organizer may contact Shotgun to set-up a dedicated code to secure access to the Banking service.
- Receive a monthly invoice summarizing for each type of Tickets the number of Tickets sold during the current month and the associated Organizer Fees.
- Receive after each Event a reporting summarizing the number of Tickets sold, the value of the Tickets sold, the amount of Organizer Fees, and the net amount paid out to the Organizer by Shotgun.

The Organizer Application allows the Organizer to scan the Tickets sold on Shotgun through the Platform.

### 3.2.3 Responsibility of the Organizer

The Organizer undertakes to keep the access codes to their Organizer Account confidential and to only communicate them to persons that have the necessary skills and authorizations to organize Events, sell Tickets, use the Services including the Banking service and, in general, legally bind the Organizer. Every action on the Organizer Account is deemed to have been taken by, or at the request of a representative of the Organizer with the skills and authorizations necessary to do so.

The Organizer undertakes and warrants:

- **Regarding their legal obligations:** they undertake to comply with the legislative and regulatory obligations applicable to them, especially with regard to their tax and social declarations and payments. The Organizer undertakes to provide Shotgun upon request with the evidence of the insurance coverage, the information necessary for invoicing, and evidence to demonstrate their compliance with the legal and regulatory obligations applicable in the country where they operate or intend to operate. In case of failure to provide such documents, Shotgun may terminate the Agreement without notice or compensation.
- **Regarding the Event:** the Organizer is responsible for the compliance of the Event with applicable laws and regulations, for the safety of the Clients and their guests, for the reception and proper conduct of the Event, and for the refund policy. If the Event is cancelled, and unless otherwise stipulated, the Organizer shall refund the Sale Price to the Clients. If the Organizer has withdrawn money from their dedicated Stripe account, they shall replenish it in order to proceed to the refunds. The Organizer also undertakes not to organize fake Events, or Events that differ materially from the representation made by the Organizer at the time Tickets are offered for Sale.
- **Regarding the nature of the Events:** the Organizer understands that Shotgun is a discovery platform for live musical Events. The Organizer undertakes to use the Platform in accordance with its purpose, and to

refrain from publishing Events that are not consistent with its object or that would be of no interest to the audience of the Platform. Shotgun reserves the right to delist from the Platform any Event inconsistent with the offering of the Platform, including (but not limited to) Events without a live music component, free Events with no access control, or private Events. Such delisting does not prevent the Organizer from using Shotgun as a white label solution.

- **Regarding the written or visual content used to illustrate the Organizer page or the Events, as well as the communication sent to Clients through the Platform:** the Organizer is sole responsible for the content used for the promotion of their brand or Events on the Platform, notably with regard to intellectual property rights, as well as other applicable laws and regulations. The Organizer undertakes not to use the Platform to promote third party services that are in direct competition with Shotgun, and not to include within descriptions of their Events link to other ticketing services.
- **Regarding the Tickets:** the Organizer undertakes to display all the legal information that must be displayed on Tickets, as well as the necessary specifications in order to inform Clients regarding the terms to access the Event.
- **Regarding the income from Sales made on the Platform:** the Organizer undertakes to declare revenues made on the Platform to tax authorities when required to do so. For more information on French tax and social obligations, Organizers can visit <https://www.impots.gouv.fr/portail/node/10841> or <https://www.urssaf.fr/portail/home/espaces-dedies/activites-relevant-de-leconomie.html>. In addition, when applicable, Shotgun provides each year, by electronic means, a summary document of all the transactions carried out by the Organizer through the Platform. The Organizer understands that their personal information as well as information regarding Sales made on the Platform (including the total amount received each quarter and the number of Sales) may be transferred to the relevant authorities.
- **Regarding the Cancellation and Transfer of Tickets:** by listing Tickets one Sale on the Platform, the Organizer undertake to authorize the Cancellation and Transfer of Tickets, under the conditions outlined in the General Terms and Conditions. The Organizer authorizes Shotgun, as a transparent representative acting in the name of and on behalf of Clients in this capacity, to provide the necessary means to Cancel or Transfer their Tickets. Unless otherwise stipulated, the Organizer does not allow the resale of Tickets sold for the first time by Shotgun through other platforms than Shotgun, in particular to ensure that Tickets are not Resold several times.

Any breach of the Organizer's obligations under the Agreement may result in the suspension and/or termination of the Organizer Account. This provision is without prejudice to any other remedy Shotgun may have.

### 3.3 Cancellation ("Automatic Resale") and Transfer of Tickets

#### 3.3.1 Conditions for the Cancellation of Tickets

Valid Tickets purchased on the Platform can be Cancelled at the request of the Client, provided that (i) Cancellation is authorized by the Organizer for this Event, and (ii) another Client is willing to buy a Ticket for the same Event. On the Platform, this action is designated as "Automatic Resale".

If the Client request the Cancellation of their Ticket, but no other Client is willing to buy a Ticket for the same Event, the Ticket will not be cancelled and the Client will still be able to attend the Event.

The Cancellation of the Ticket will only be completed once the new Client will have paid in full the Sale Price of a Ticket for the same Event. The initial Client will be informed of the Cancellation of their Ticket by email, and

will be refunded under the conditions outlined in article 3.3.3 “Refund in case of Cancellation or Transfer of Ticket”.

When the Ticket is Cancelled, the Organizer, Shotgun destroys the initial Ticket and issue a new Ticket to the new Client on behalf of the Organizer. The new Client is considered by the Organizer as a legitimate ticket holder, and enjoys the same right of access to the Event or of refund in case of cancellation of the Event as the initial Client.

### 3.3.2 Conditions for the Transfer of Tickets

Valid Tickets purchased on the Platform can be Transferred at the request of the Client to another User designated by the Client, provided that Transfer is authorized by the Organizer for this Event.

Client can chose between two different type of Transfer:

- **Free Private Transfer:** the Client can Transfer its Ticket to another User without compensation. In that case, Shotgun does not charge any fee. The Transfer is completed when the recipient agrees to take delivery of the Ticket on the Application. The recipient is then considered as a legitimate Ticket holder by Shotgun and by the Organizer.
- **Paid Private Transfer:** the Client can Transfer its Ticket to another User against and ask for a compensation. In that case, the Transfer price is set as the Total Ticket Price paid by the initial Client. The Transfer is completed when the recipient agrees to take delivery of the Ticket on the Application and pays the Transfer price. The recipient is then considered as a legitimate Ticket holder by Shotgun and by the Organizer.

When a Transfer is completed, Shotgun destroys the initial Ticket and issue a new Ticket of the same category to the recipient on behalf of the Organizer.

### 3.3.3 Refund in case of Cancellation or Transfer of Ticket

Shotgun charges Service Fees on Cancellation and Transfer of Tickets, except in the case of Free Private Transfers. The amount of Service Fees is indicated to the initial Client before completing a Cancellation or Transfer request. The Client is always free to reject these conditions and refuse to file the Cancellation or Transfer request. Shotgun and its payment services provider Stripe undertake their best effort to refund the amount due to the initial Client within a period not exceeding ten (10) days following the completion of a Cancellation or Transfer request. The refund will exclusively be made on the payment method used for the initial purchase.

The amount due to the initial Client after the successful completion of a Cancellation or Transfer request is as follows:

- **Free Private Transfer:** nil;
- **Paid Private Transfer:** Total Ticket Price – Service Fees;
- **Ticket Cancellation:** Total Ticket Price – Service Fees.

Prices indicated to Users on the application include all applicable taxes. Clients willing to Cancel or Transfer their Ticket can consult the Help Center or contact support at the address indicated in article 13 in order to have more information on the applicable rates of Service Fees.

### 3.3.4 Responsibility of Clients in case of Cancellation or Transfer of Tickets

The Client undertakes and warrants:



- **To be the legitimate holder of the Ticket to be Cancelled or Transferred**, to have purchased it lawfully without using any automated means and without having sold it or promised to sell it outside the Platform.
- **Not to divert Cancellation and Transfer from their initial purpose**, including by requesting payment of a price when the Client has selected the “Free Private Transfer” option.

Any breach of the Client’s obligation under the Agreement with regard to Cancellation or Transfer of Tickets may result in the suspension and/or termination of their Client Account. This provision is without prejudice to any other remedy Shotgun may have.

### **3.4 Other obligations of Users**

When creating an Account, the User must:

- Be over the age of legal majority and have the capacity to contract with Shotgun according to French law;
- Provide true, accurate and error-free information when creating an Account;
- Keep this information up to date throughout the use of the Account;
- Not create fake accounts or use a false identity;
- Make personal use of the Account;
- Not transfer the Account or assign it to a third party (even if the third party is a Shotgun User);
- Use the Platform in a fair manner and in compliance with its purpose and object;
- Comply with applicable laws and regulations.

While using their Account, the User refrains from:

- Any repeated behavior that could interrupt, suspend, slow down, or prevent the continuity of the Platform;
- Any breach of the security and authentication measures of the Platform, and/or of Shotgun digital infrastructure;
- Any intrusion, copying and/or misappropriation of the Platform and/or Shotgun digital infrastructure;
- Any act that could seriously harm the business, financial and moral rights and interests of Shotgun or of any other User;
- Any content that is abusive, defamatory, disparaging, slanderous, contrary to good morals, counterfeiting, infringing public order or third party rights, likely to infringe the rights, reputation or image of Shotgun or of another User and any behavior that could directly or indirectly encourage hatred and violence.

In the event of a breach or serious suspicion of breach of one of the obligations of the Agreement by the User, Shotgun may suspend the Account and shall notify the User of the suspension as well as let the User know the reason to such suspension. In case of dispute, the User may refer to the dedicated section of these General Terms and Conditions. Access and use of the Account are exclusively restricted to the Users. Each User shall ensure the confidentiality, integrity and security of their login information. Unless there is a technical failure attributable to

Shotgun or in case of *force majeure*, the User is responsible for the confidentiality and security of their login information.

The User is strongly encouraged to change their password at regular intervals through the Account and to use a secure password avoiding easily identifiable combinations. Shotgun may impose a password expiration date after which the User will be required to change their password. If the User has reasons to believe that their login information has been lost, stolen, misappropriated or compromised in any way, or in case of an unauthorized use of the Account, the User must immediately notify Shotgun through the contact form available on the Platform, or by email at [support@shotgun.live](mailto:support@shotgun.live). In the event of a loss or theft of their smartphone, the User may send a proof of the complaint lodged with relevant police authorities. In the absence of such information and until proven otherwise, any use of the Account is deemed to be accomplished by the User.

In such situation and/or in the presence of a potential or proven threat to the security and confidentiality of the Account and the User's Personal Data, the User authorizes Shotgun to take all appropriate measures to prevent any unauthorized access to the Account (e.g., resetting the password and the user ID or suspending access to the Account).

#### **4. UNDERTAKINGS AND WARRANTIES OF SHOTGUN**

##### **4.1 Undertakings of Shotgun**

###### **4.1.1 Provision of the Platform**

Shotgun undertakes to make the Platform available to Users and provide the Services as a transparent representative for Organizers. Shotgun guarantees that the Platform and the Services are available twenty-four hours a day (24 hours a day), seven days a week (7 days a week), except in case of force majeure, unforeseeable and unavoidable behavior of a third party, and except for possible breakdowns and/or maintenance operations necessary to ensure their proper functioning. The Application and the Organizer Application are only available on smartphones operating on Android or iOS. Tickets are displayed in the Application and are sent by email to the Client after payment has successfully been processed. Clients who believe that they have not received their Tickets after a reasonable period should contact the support service.

The User acknowledges and agrees that due to Internet network specificities, the technologies used and telecom networks, Shotgun cannot guarantee a permanent availability of the Platform and the Services. In the event of any malfunction or defect, Shotgun will make reasonable efforts to restore the situation as soon as possible and, if necessary, suspend the Platform and/or remove any manifestly illegal content that Shotgun is aware of and/or make updates. In this case, Shotgun shall notify Clients of such actions.

#### 4.1.2 Support and maintenance of the Platform

Shotgun shall maintain the Platform. In the event of a malfunction and/or maintenance of the Platform for more than 12 hours, Shotgun shall notify Users to the email address specified in the Account at least twenty-four (24) hours in advance or as soon as possible when there is a malfunction or an unforeseen event. Users are also notified of the availability of updates and the consequences of not implementing them. Updates are offered at no additional cost for Clients.

Support requests regarding the Platform and the Services shall be sent to Shotgun client support, which may be contacted via the dedicated section on the Platform with the contact details specified in article 13 of the General Terms and Conditions. Shotgun undertakes to provide an answer free of charge and within a reasonable period.

#### 4.1.3 Rights on the Platform

Shotgun undertakes to make the Platform available to the Users according to the terms of the license provided in Appendix 1.

#### 4.1.4 Ranking of Events

Only Events created by Organizers can be listed on the Platform. Shotgun does not treat differently Events and Tickets offered by Shotgun or by a company controlled by Shotgun from Events and Tickets offered by Organizers.

**On the feed of the Application**, the main criteria driving the ranking of events are (by order of importance):

- (i) the area selected by the User;
- (ii) the date of the Event, in ascending chronological order;
- (iii) the Shotgun recommendation engine, identifiable by a dedicated symbol on the Event card, which highlights content based on the behavior of the Client (Events seen, Organizers followed, purchase history) and the characteristics of the event (category, type, artistes, attendees);
- (iv) the number of Tickets sold during the 24 hours, in descending order.

These criteria are selected to maximize the chance that a User discovers relevant Event while browsing.

In addition, Clients can use the Application search function to filter results by the following criteria: area, date, type of event, Organizer, price of Tickets.

**On the homepage of the Website**, the main criteria driving the ranking of events are (by order of importance):

- (i) the area of the User, determined based on their IP address or selected by the User;
- (ii) the number of Tickets sold during the 24 hours, in descending order.

**On the “Explore by” section of the Website:**

- In the “**Organizers**” section, Organizers are ranked based on the number of followers on their Organizer page;
- In the “**Artists**” section, Organizers are ranked based on the number of followers of each Artist on the Platform;

- In the “Cities” section, Events are ranked based on (i) the date of the Event, and (ii) the number of Tickets sold during the last 24 hours. Some Events are susceptible to be highlighted in a “Featured” section due to the existence of commercial agreements with Shotgun, in which case they are labelled as “Sponsored”.

**On the Event page,** Tickets are ranked by price in ascending order by default, or according to the order set by the Organizer.

Users located within the European Union can visit <https://support.shotgun.live/hc/en/articles/14330504165650> to have more information on the parameters that influence the listing, de-listing and ranking of Events and Tickets.

## 4.2 Responsibility of Shotgun

The User acknowledges and agrees that the Platform and the Services are digital and connected services, meaning that their functioning may be altered or interrupted due to (i) technical malfunctions beyond Shotgun’s control, (ii) for maintenance operations or (iii) in the event of requests from the competent administrative or judicial authorities or notification of manifestly illegal content. Shotgun cannot be held liable for external or extraneous reasons, including:

- In the event of theft, loss or damage of a Ticket;
- In the event of inaccurate information given by the User on their Account;
- In the event of the Client’s misunderstanding of the conditions and characteristics of the Ticket;
- In the event of cancellation, modification of the Event or withdrawal of the possibility to cancel or transfer Tickets decided by the Organizer;
- If it is impossible to purchase Tickets because there are no Tickets offered for Sale by the Organizer;
- In the event of failure by the Organizer to refund the Tickets unless this failure is due to technical problems of the Platform;
- If the Services cannot be accessed because of a malfunction of the Client’s smartphone or Internet connection;
- In the event of *force majeure*.

As a platform provider that provides an intermediation service, Shotgun acts as a host of the content published by Organizers and acts as a transparent intermediary acting in the name of and on behalf of Users. Therefore:

- Shotgun cannot be held liable in case of changes in time, place, cast (artists or actors participating in the performance), cancellation, refund or of the details of the Event which are prerogatives of the Organizer.
- Shotgun does not examine every content published by Organizers, so Shotgun cannot be held liable for any manifestly illegal content unless it has obtained knowledge or awareness of such content under the conditions provided by the French law n°2004-575 of 21 June 2004 (LCEN) or any equivalent law. This includes any dangerous, forbidden or illegal Event and any offensive, defamatory, slanderous, calumnious, immoral, counterfeiting content, or content infringing public

order or rights of third parties, likely to infringe rights, reputation or image of Shotgun or another User and any behavior that may directly or indirectly encourage hatred and violence.

## 5. PAYMENT AND BILLING

### 5.1 Payment processing services

Tickets are sold in the currency selected by the Organizer. Available payment methods generally include Visa, Mastercard, American Express, Apple Pay, Google Pay. Specific payment methods might or might not be available depending on the location of the Event or of the Client.

All payments are processed by Stripe, a leading payment services provider, and are subject to the Stripe Connected Account Agreement, accessible here: <https://stripe.com/fr/legal/connect-account>. By accepting the General Terms and Conditions, Users agree to be subject to these terms.

### 5.2 Payment and billing of Clients

#### 5.2.1 Ticket Sales

When purchasing a Ticket on the Platform, the Client undertakes to pay the Total Ticket Price indicated on the Platform. The Total Ticket Price includes two separate elements that are clearly broken down on the Platform:

- **The Sale Price set by the Organizer**, in return for the Ticket. Unless mentioned otherwise, the Sale Price includes applicable taxes. Moreover, the Sale Price includes the Organizer Fees charged by Shotgun to Organizers. The rate of Organizer Fees is specified in the Special Terms agreed upon between the Organizer and Shotgun, or in any subsequent agreement by the Organizer and Shotgun.
- **The Service Fees** charged by Shotgun to the Client for the Services provided by Shotgun. These Fees are specified to the Client before the purchase of Tickets. The Service Fees are only refunded by Shotgun to the Client in the event of a fault or a failure from Shotgun in providing the Services (for instance, in case of a documented technical malfunction of the Application that prevented the Client from presenting its valid Ticket to the Organizer).

Upon completion of the Ticket Sale, the Client receives a receipt of payment. Clients may have access to a price list for all services by writing to Shotgun at the contact details indicated in article 13.

#### 5.2.2 Payment in multiple installments

Shotgun offers an installment payment service for selected Events, free of charge. When prompted at checkout, Clients can elect to pay in two (2) or three (3) monthly installments. The first installment is charged on the day of the Order, while the following installments are charged after subsequent periods of one (1) month. Payment in multiple installments is only offered to Clients when the date of the Order precedes the start of the Event by at least one (1) month.

Tickets paid in multiple installments are only issued when the Total Ticket Price has been paid by the Client. If the Client fails to remit payment for the subsequent installments, they will receive a daily SMS alert at their registered phone number, which will include a link to a payment page. If the User does not remit payment in a period of five (5) days following the first delinquency, their order will be suspended. In that case, the User should contact Shotgun at the contact details indicated in article 13 in order to regularize their order or arrange a refund of the installments paid to date.

### **5.3 Payment and invoicing of Organizers**

#### **5.3.1 Pricing**

In return for its Services, Shotgun charges Organizer Fees deducted from the Ticket's Sale Price during the transaction. The price of the Organizer Fees is equal to a percentage of the Ticket's Sale Price specified in the Special Terms, which may include a minimum amount excluding taxes. Organizer Fees are due as soon as the Ticket Sale is concluded, regardless of whether the Event is subsequently cancelled or postponed by the Organizer.

Taxation of the Organizer Fees depend on applicable regulations in the Organizer's country. If the Organizer is established in France, the VAT amounts to 20%. If an Organizer is established in another country of the European Union, Organizer Fees are not subject to a tax in France but are due by the Organizer in their country of establishment (reverse charge mechanism). If the Organizer is not established in France nor in a country of the European Union, the Organizer Fees are not subject to a tax in France and the Organizer is responsible for the payment of eventual taxes due in the country where it is established.

In addition to the Organizer Fees, the Organizer may have to pay Additional Service Fees contractually agreed between the Organizer and Shotgun.

Invoices and event reports are displayed in the "Banking" tab of the Organizer Account. An invoice is sent each month by Shotgun to the Organizer if Organizer Fees or Additional Service Fees have been charged during the period.

#### **5.3.2 Payment terms for Organizers**

The Organizer agrees that Organizer Fees will directly be deducted from the Sale Price at the time of the transaction. Additional Fees may either be deducted from the balance of the Organizer Account on the Platform, or be paid by bank transfer when applicable.

In the event of non-payment of Organizer Fees or Additional Fees on their due date, if the debit gets rejected or if a fraudulent means of payment is used, Shotgun may suspend the access to the Platform for the Organizer, who is notified of this suspension. In case of dispute, the Organizer may refer to the dedicated section of the present General Terms and Conditions. In order to regularize their situation in case of non-payment of additional fees at their due date, non-payment or rejection of debit and in order to access the Services again, the Organizer may pay by bank transfer.

#### **5.3.3 Authorization to collect payment**

Shotgun collects the payment of the Sale Price of the Tickets in the name and on behalf of the Organizer, via its service provider Stripe. Parties agree that Shotgun will bear all costs in case of unresolved litigation of payments issued by Clients via Stripe.

## **6. RIGHTS OF THE CLIENTS**

### **6.1 Right of withdrawal and refund**

Users are reminded that Ticket Sales consists in the provision of an entertainment service to be provided at a specific date or period. In accordance with article L.221-28 of the French Consumer Code, Clients do not benefit from a right of withdrawal on the Tickets.

A Ticket cannot be refunded even in case of loss or theft, nor can it be taken back or exchanged except in case of cancellation or postponement of the Event by the Organizer or in case of *force majeure*. If an Event is cancelled, Client may request a refund to the Organizer. The Organizer may communicate on the refund requests via the features made available by Shotgun. The refund will be made only at the Organizer's initiative and under the Organizer's responsibility.

Except in the event of a failure or fault from Shotgun, Service Fees are not refunded to the Client. However, in the event of a failure or fault from Shotgun in the provision of the Services, including the delivery of the Ticket on the Client's Account and/or at the email address specified by the Client within a reasonable period, the Client may be refunded the Total Ticket Price.

## **6.2 Other rights of Clients**

### **6.2.1 Guarantees of Shotgun regarding the Services**

Clients based in France benefit from a legal guarantee of conformity that covers the digital Services provided by Shotgun. In accordance with this guarantee, Shotgun shall be liable for any lack of conformity discovered by Clients within a two-year period from provision of digital services. To benefit from this guarantee, Clients may contact Shotgun at the contact details mentioned in Article 13.

National laws of Clients may provide for longer guarantees. However, in accordance with French law, Shotgun does not provide for a legal guarantee against hidden defects nor any additional commercial guarantee.

### **6.2.2 Guarantee of Organizers regarding Tickets and access to Events**

Organizers specify on the Event's page any guarantee that they offer regarding Tickets. In case of a request regarding the legal or commercial guarantee on Tickets or access to Events, Shotgun encourages Clients to get in touch with Organizers directly.

## **7. MODIFICATION OF THE AGREEMENT**

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

Shotgun reserves the right to make modifications to the Platform and the Agreement, at its sole discretion, including, but not limited to, for legal or technological reasons, or in order to create new features or improve existing features.

Shotgun shall notify the Users about material modifications of the Agreement and the Platform by any appropriate communication method. Unless there is a legal or regulatory obligation or unforeseen or imminent danger, the material changes are not applicable before the expiration of a period indicated in the communication to users. Within this period, Users may terminate the General Terms and Conditions by written notice. In the absence of termination, Users acknowledge to be bound by the change; the Platform and the Agreement are automatically updated. Unless Shotgun must respect a legal or regulatory obligation, or if changes benefit the Users, modifications do not apply retroactively.

### **7.2 Changes to Pricing**

Shotgun reserves the right to change the Organizer Fees, Service Fees or Additional Fees, in particular to take into account the evolution of prices and the Platform's features. Changes to Organizer Fees or Additional Fees will always be the subject of a specific agreement between Shotgun and the Organizer.

## **8. DURATION, SUSPENSION AND TERMINATION**

### **8.1 Duration**

General Terms and Conditions and Special Terms are applicable for an indefinite period, starting from the date of their acceptance.

### **8.2 Suspension**

Any Account may be suspended for the time necessary in case of an exceptional event such as a material damage, a technical failure, a security problem or in case of a breach or serious suspicion of breach of the Agreement by the User. Shotgun may partially or completely suspend the access to the Platform and the execution of the Agreement in the following cases:

- A User does not comply with one or several obligations provided by the Agreement;
- In case of a payment incident regarding the sums due by a User to Shotgun;
- In the event of a security breach or in case of fraud; or
- In the event of a significant volume of complaints lodged with Shotgun against the User.

Access may be restored when the cause of suspension has ceased. If an Organizer Account is suspended because of the Tickets or Events commercialized, Shotgun informs the Organizer, by written notice, of the reason for such suspension at the time the suspension takes effect and gives the Organizer the opportunity to clarify the facts and circumstances.

### **8.3 Termination of the Agreement at the User's discretion**

Each User is free to terminate the Agreement at any time by contacting support through the platform, or by sending an email at [support@shotgun.live](mailto:support@shotgun.live) by indicating in the subject line "Agreement Termination". Termination of the Agreement by a User is immediate and results in the automatic deletion of their Account, subject to any prior commitments made by the User (e.g., commitment to pay a sum that is already due to Shotgun).

### **8.4 Termination of the Agreement in the event of a serious breach**

In case of a serious breach by a Party of one of their contractual obligations, the other Party may terminate the Agreement without notice by registered letter detailing the alleged breach. Termination will be effective upon reception of the letter by the receiving Party.

Without being exhaustive, Parties agree that the following constitutes a serious breach of the Agreement:

- **For an Organizer:** failure to have an appropriate legal status to organize Events and failure to provide on time documents asked by Shotgun despite multiple requests, organization of Events that are manifestly illegal, failure to pay the Organizer Fees and the Additional Fees several times, repeated failure to respect the guarantees and commitments made by the Organizer, failure to comply with Personal Data Regulations.
- **For a Client:** failure to pay the Total Ticket Price, fraud in the use of the Services and the Ticket, falsely presenting oneself as acting in a non- professional capacity.
- **For Shotgun:** failure to provide access to the Platform or failure to allow the purchase and provision of Tickets for a manifestly excessive period of time and on several occasions, repeated malfunctions of the Platform, repeated failure to comply with the guarantees offered by Shotgun.



Each Party remains bound to perform all its obligations under the Agreement for the period between the notification and the effective termination of the Agreement.

### **8.5 Consequence of the termination of the Agreement**

Termination of the Agreement shall not result in any compensation between Shotgun and the User as such. Unless otherwise stipulated, termination of the Agreement results in the termination of any access to the Accounts by Users. As an exception, Users may request Shotgun to have access to the following information:

- **For Clients** : access to receipts and invoices during a period of one (1) year starting from the termination of the General Terms and Conditions, access to Tickets for Events taking place after termination (except in case of a fraud when obtaining said Tickets);
- **For Organizers**: access to invoices and possibility, within one (1) year from the termination of the General Terms and Conditions, to recover the revenues from the Ticket Sales that took place prior to the termination (providing that the sums were lawfully acquired and are not the product of a crime or misdemeanor).

## **9. PERSONAL DATA**

Shotgun shall respect the Personal Data Regulation.

To learn more about Personal Data that Shotgun processes as a controller, Users may refer to the Privacy policy available here: <https://support.shotgun.live/hc/en-us/articles/14330537455762-Privacy-Policy>.

To learn more about Personal Data that Organizers process as controllers, Users may refer to each Organizer's privacy policy available on the Event page, or on any other Internet page of the Organizer.

## **10. INTELLECTUAL PROPERTY RIGHTS**

### **10.1 Intellectual Property Rights of Shotgun**

The Platform and all its components including but not limited to, software, structures, infrastructure, database and content of any kind (texts, images, visuals, logos, trademarks...) used by Shotgun may be protected by Intellectual Property Rights.

Aside from the normal use of the Platform, the User shall not, without Shotgun's prior written consent and except if permitted by applicable laws and regulations, use, reproduce, adapt, modify, create derivative works from, distribute, sublicense, sell, transfer, publicly display, transmit, broadcast or exploit in any other way all or part of the Platform's components.

### **10.2 Intellectual Property Rights of Organizers**

The Organizer warrants that they holds all the rights and authorizations enabling them to produce Tickets, organize and ensure the proper conduct of Events and communicate about the Events and Tickets.

Furthermore, the Organizer grants Shotgun a worldwide license to all materials transmitted on the Platform, for the whole duration of the General Terms and Conditions and for 10 years from the uploading of the material, without compensation other than the provision of the Platform by Shotgun. In this respect, the Organizer grants Shotgun the right to reproduce these materials on the Platform as well as on any digital or written medium, and the right to display these materials on any digital or written communication medium in order to communicate about them and enable the intermediation for the Initial Sale / Resale. Except for this

license granted to Shotgun, the present General Terms and Conditions do not imply any transfer of the Intellectual Property Rights of the Organizers on Events and Tickets.

The Organizer warrants that the means used to create the Tickets, communicate and organize Events do not infringe nor will infringe the Intellectual Property Rights of any third party. The Organizer guarantees Shotgun against any financial consequences of claims or actions by third parties for such infringements, regardless of the legal ground for such claim (including counterfeiting action, unfair competition action or free-riding).

This guarantee covers any amount Shotgun may be liable for at the pre-litigation stage (amount paid in the context of an amicable settlement of disputes) or at the litigation stage (any amount paid in the context of a court decision, whether final or not) without prejudice to any damages that Shotgun may claim.

## **11. MISCELLANEOUS**

### **11.1 Severability**

If any provision of this Agreement is held invalid or void by a modification of legislation, regulation or by a court decision, the remainder of this Agreement will not be affected thereby as well as the duty to comply with the Agreement.

### **11.2 Assignment and change of control**

The Client may not assign or transfer all or any part of the Agreement to a third party without the prior written consent of Shotgun.

In the event of (i) a merger by formation of a new company, contribution, partial contribution of assets, merger by acquisition, asset spin-off, or any other operation entailing a universal transfer of Shotgun's assets or (ii) any operation entailing a direct or indirect change of control affecting Shotgun, the contractual relations will persist without it being necessary to inform or obtain the consent of the Users, unless the operation is likely to lead to a reduction of the Users' rights.

### **11.3 Non-renunciation**

The failure of either Party to demand strict performance of any of the terms of the Agreement, permanently or temporarily, may not be understood as a renunciation of the right to assert any of such terms.

### **11.4 Language of the Agreement**

The Agreement is available in French and in English. In case of a contradiction, the French version shall prevail. French is the only valid language in the event of a dispute. By express agreement, translations are to be considered a mere commodity and cannot have any legal effect, including for the interpretation of the Agreement or the Parties' common intention.

## **12. GOVERNING LAW AND JURISDICTION**

### **12.1 Governing law**

The Agreement is governed by and interpreted according to French laws. Clients usually residing in another country of the European Union also benefit from rights that protect them according to mandatory provisions of the applicable law in their country of residence.

## 12.2 Amicable dispute resolution

In case of a dispute, Parties may look for an amicable dispute resolution before engaging into any legal action. For any complaint, Shotgun may be contacted through the platform, in writing at the following address: Shotgun SAS, 16 rue de la Pierre Levée, 75011 PARIS, or by email at the following address: [support@shotgun.live](mailto:support@shotgun.live).

## 12.3 Ombudsman

Clients may file a complaint with an ombudsman in case of a disagreement with an Organizer or Shotgun, and after failing to contact the Organizer or Shotgun to resolve the dispute. In addition, the European Commission provides an online dispute resolution platform accessible at the following link: <https://ec.europa.eu/consumers/odr/>.

Clients can also file a claim with a consumer mediation service hired by Shotgun and operated by FEVAD. Claims can be filed by postal mail addressed to "Médiateur de la consommation FEVAD, BP 20015, 75362 Paris CEDEX 8", or online by filing the form found at <https://fevad.azurewebsites.net/mediation>. For more information on the consumer mediation service, please visit: <https://mediateurfevad.fr>.

As professionals, Organizers also offer consumer mediation services. The contact information of the mediation service hired by the Organizers should be made available to the public on their commercial communication or on their website.

## 12.4 Jurisdiction

For Clients: in accordance with article R.631-3 of the French Consumer Code, Clients may bring proceedings, in addition to one of the territorially competent jurisdictions under the French Civil Procedure Code, to the jurisdiction of the place where they resided at the time of conclusion of the contract or the jurisdiction of the place where the harmful event occurred.

For Organizers: Organizers and Shotgun agree to submit any dispute or contestation they may have against each other concerning the validity, interpretation, performance and/or breach of the Agreement to the exclusive jurisdiction of the Commercial Court of Paris (*Tribunal de commerce de Paris*).

## 13. CONTACT INFORMATION

For any remaining question, Users can contact Shotgun:

- Through the dedicated form on the Platform
- By email at: [support@shotgun.live](mailto:support@shotgun.live)
- By postal mail at : Shotgun SAS, 16 rue de la Pierre Levée, 75011 PARIS

The aforementioned address **is only intended for written correspondence.**

## Appendix 1 – License to use the Platform

### 1. PURPOSE OF THE APPENDIX

This appendix defines the terms and conditions according to which Shotgun grants the User, who accepts it, a license to use the Platform.

### 2. SCOPE OF THE LICENSE

Shotgun grants the User a personal, non-exclusive, non-assignable and non-transferable right to use, reproduce and represent the Platform. The license is granted from the date of acceptance of the General Terms and Conditions, for the entire duration of the General Terms and Conditions, worldwide, for the Account holder only.

### 3. PURPOSE OF THE LICENSE AND LICENSED RIGHTS

All rights which are not expressly granted by the General Terms and Conditions remain Shotgun's property, are not part of the rights granted and therefore are for Shotgun's exclusive use.

For Organizers, the license is granted for the sole use of the Platform, for strictly professional purposes, for the sole needs and interests of the Organizer, which includes the publication of Events and the Sale of Tickets to Clients.

For Clients, the license is granted for the sole use of the Platform, for non-professional uses, for the sole needs and interests of Clients, which includes the purchase, Transfer and Cancellation of Tickets, as well as information regarding the Events.

### 4. RESTRICTIONS

Without prior written consent from Shotgun, the User shall not:

- allow a third party who has not been expressly and previously authorized to access or use the Platform, in return for payment or free of charge.
- allow a User or a third party to access or use the Platform and their Account without having first created a personal Account or to use an Account other than their own;
- translate, modify, adapt, copy, reproduce or transcode the Platform, or any other element, function or graphic of the Website and the Organizer Application and/or merge all or part of the Platform in other computer programs except if provided by the applicable laws and regulations;
- sublicense, lend, rent, distribute, commercialize, transfer, sell, resell or assign the Platform in any manner;
- develop a product or a service competing with the Platform or develop any functionality of the Platform;
- proceed to reverse engineering, decompile, disassemble, identify the source code, combine the source code with other software or circumvent one of the Platform's mechanisms or seek to reconstruct or discover the source code of the Platform, except if provided by the applicable laws and regulations;
- conceive a derivative work based on the Platform.