

<b>GENERAL TERMS AND CONDITIONS – SHOTGUN</b>
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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 6 Cité de l’ameublement – 75011 Paris, registered with the French Commercial and Companies registry of Paris under number 802 377 341.

These General Terms and Conditions override and replace any preceding versions. Archived versions can be consulted via a link available in the Help Center.

These General Terms and Conditions were originally written in French. This translation is provided for convenience only, and the French version shall prevail in case of a contradiction.

## **1. DESCRIPTION OF THE PLATFORM**

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.

As part of its activity, Shotgun also facilitates connections between Artists seeking to promote their artistic universe and individuals wishing to explore the artistic universe of these artists.

In addition, as part of its ticketing solution, Shotgun also connects Clients with Merch Sellers, who offer Merchandising products for sale. In this case, Shotgun also acts as a representative and transparent intermediary, acting in the name and on behalf of the Merchandising Seller.

## **2. 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, the Merch Seller or the Artist to Shotgun in exchange for Additional Services provided by Shotgun.
- **“Additional Service”**: refers to the services offered by Shotgun to which the Organizer, the Merch Seller and/or the Artist may subscribe in addition to the Services.
- **“Affiliate Commission”**: refers to the amounts paid by Shotgun to the eligible Artist. The eligibility criteria and terms regarding Affiliate Commissions are outlined in a specific agreement concluded between the Artist and the Platform.
- **“Agreement”**: refers to the General Terms and Conditions, and, if applicable, to the Special Terms, any amendments, or specific terms.

- “**Artist**”: refers to one or more natural or legal persons providing musical and/or artistic performances and who hold an Artist Page. This definition includes, but is not limited to, DJs, singers, musicians, and music bands.
- “**Artist Account**” or “**Artist Portal**”: refers to the dedicated and personalized digital space of an Artist, which allows them to showcase, among other things, their artistic identity, musical creations, Events, and Artist Merchandising Products to Fans and visitors of the Artist Page, as well as to communicate with their Fans.
- “**Artist Merchandising Products**”: refers to all items or products sold through an external website not operated by Shotgun and subject to the terms and conditions of that external site, which are linked or associated with an Artist and showcased by the Artist on their Artist Page. These products may include, but are not limited to, clothing, accessories, collectibles, posters, music recordings, videos, or any items inspired by or directly related to an Artist.
- “**Artist Page**”: refers to the Artist's page available on the Platform, which showcases, among other things, their artistic identity, the Events they are associated with, access to their social media and streaming platforms, as well as, where applicable, their musical works and Artist Merchandising Products.
- “**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 4.3 of the General Terms and Conditions.
- “**Bundle**”: refers to the offer combining a Ticket and a Merchandising product.
- “**Client**”: refers to any natural person over the age of legal majority who purchases a Ticket, a Merch Bundle and/or a Merchandising product on the Platform for private or non-professional purposes.
- “**Client Account**”: refers to the Client’s personalized & dedicated digital environment, which allows the Client, in particular, 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.
- “**Fan**”: refers to any User subscribed to an Artist Page or an Organizer Page.
- “**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.

- **"Merchandising"**, **"Merchandising product"** or **"Merch product"**: refers to all items or products sold in connection with an Event and offered for sale on Shotgun under the terms set forth in these Terms and Services. These products may include, but are not limited to, clothing, accessories, collectibles, posters, and vinyl records.
- **"Merch Seller"** or **"Merchandising Seller"**: refers to any natural or legal person acting in a professional capacity that uses the Platform to offer for sale Merchandising products related to Events proposed by Organizers.
- **"Merchandising Seller Account"** or **"Merchandising Seller Smartboard"**: refers to a Merchandising Seller's personalized and dedicated digital environment, which allows the Seller to manage and track Merchandising sales, as well as communicate with Clients.
- **"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, in particular, 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"** or/and **"Merch Seller Fees"**: refers to the fees charged by Shotgun to the Organizer and/or the Merchandising Seller at the time of the Sale of Tickets, Bundles and/or Merchandising products. The rate of these Fees are agreed between Shotgun and the Organizer and/or the Merchandising Seller, and specified in the Special Terms, or in any subsequent agreement between Shotgun and the Organizer and/or the Merchandising Seller.
- **"Organizer Page"**: refers to the Organizer's page available on the Platform, which showcases the Organizer's identity, Events, and access to their social networks.
- **"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.
- **"Promoter"**: refers to any natural person identified as a Promoter by an Organizer in the Organizer Smartboard, who participates in promoting (sharing, initiating sales) one or more Event(s).
- **"Promoter portal"**: refers to the dedicated interface provided to Promoters, allowing them to monitor sales generated through their promotional activities.
- **"Sale"**: refers to the commercialization of Tickets, Bundles and/or Merchandising products by Organizers and/or the Merchandising Seller.

- **“Sale Price”**: refers to the price of a Ticket, a Bundle or a Merchandising product, excluding Service Fees and Shipping Fees, if applicable.
- **“Seat”** refers to an individual and unique location or seat within a venue, identified on a seating chart or venue map.
- **“Services”**: refers to all the services provided by Shotgun within the scope of the Platform.
- **“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.
- **“Shipping Fees”**: refers to the fees charged to the Client to cover the expenses associated with delivering a Merchandising product, whether purchased as part of a Bundle or standalone. These costs are determined based on the delivery method chosen by the Client from the options provided by the Merchandising Seller.
- **“Shotgun”**: refers to the company Shotgun SAS, whose registered office is at 6 Cité de l’ameublement, 75011 Paris, registered in the Paris Trade and Companies’ Register under registration number 802 377 341, subject to VAT under number FR17 802 377 341.
- **“Special Terms”**: refers to the all specific terms concluded between Shotgun and the Organizer, the Merchandising seller or /and an Artist 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 4.3 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 Price”**: refers to the price paid by the Client to purchase a Ticket, a Bundle or a Merchandising product, inclusive of Service Fees and, if applicable, Shipping Fees.
- **“User”**: refers to any person who holds an Account or browses the Platform (including, but not limited to, Clients, Fans, Organizers, Merch Sellers, Artists and Promoters)
- **“Website”**: refers to Shotgun’s website, accessible at <https://shotgun.live> and its subdomains.

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

### 3. CONTRACTUAL DOCUMENTS HIERARCHY

The relationship between Shotgun and the other Parties is governed by the Agreement. Organizers, Merch Sellers and Artists also conclude Special Terms with Shotgun in addition to the General Terms and Conditions.

In the event of any contradiction between the contractual documents, they shall prevail over one another according to the following hierarchy: (i) amendments 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.

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#### **4. FUNCTIONING OF THE PLATFORM AND USERS' UNDERTAKING**

##### **4.1. How the Platform works for Client**

###### **4.1.1. 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 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, password and agrees to the General Terms and Conditions. Acceptance of the General Terms and Conditions is confirmed through the user's completion of the sign-up process.

###### **4.1.2. Purchase on the Platform**

###### **a) Ticket Purchase**

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 purchase process, the Client can review the details of the Tickets and 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 Client's banking institution.

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.

###### **b) Bundle or Merchandising Purchase**

Bundles or standalone Merchandising products may only be purchased by the Client through the Website; they are not available on the Application. On the Website, Bundles are offered alongside standalone Tickets in the "Tickets" tab. Thus, the Client can choose to purchase either a standalone Ticket or a Bundle. Additionally, Merchandising products are available for individual purchase in the "Extra" tab.

The price displayed in the Client's cart corresponds to the Sale Price of the Bundle or the Merchandising product, combined with the Service Fees but before Shipping Fees, which are calculated and added when the Client selects their desired delivery method from the provided options (configured by the Merchandising Seller via their Shopify account).

At the time of payment, a 3D Secure check may be carried out by the Client' banking institution.

Tickets purchased as part of a Bundle cannot be transferred or canceled through the Transfer and Cancellation systems of the Platform

#### 4.1.3. Responsibility of the Client

##### a) Ticket Purchase

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 provide an official identification document upon request 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 resell 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 solely responsible for the proper conduct of the Event and retains sole discretion regarding the terms of any 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 charged if a new Ticket becomes 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. The Client understands that if they present themselves as a consumer or non-professional while acting as a professional or if they should be registered as such because they meet the eligibility criteria, they may face sanctions related to deceptive commercial practices (in France, up to 2 years of imprisonment and a fine of €300,000). Therefore, a Client acting in a professional capacity must close their Client Account.

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.

b) Merchandising Purchase

The Client is solely responsible for their Client Account and for the Merchandising product purchased on the Platform, whether purchased as part of a Bundle or standalone. The Client understands that the purchase of a Merchandising product binds them to the Merchandising Seller and that they consent to the terms set by the Merchandising Seller, as specified on the Website.

The Client undertakes and warrants:

- The accuracy of the delivery information they provide during the purchase process. Any error or omission will be their sole responsibility.
- That they have read the return policy for the Merchandising products, which is specific to each Merchandising Seller and accessible via a link provided in the description of the Event in question.
- Not to use fraudulent payment methods. In case of suspicion of fraudulent usage of their payment card, the Client notifies Shotgun without delay and undertakes to provide all relevant information for this purpose.
- To refrain from abusive claims related to the Merchandising product. In case of non-receipt of the product, if the received product does not conform to the ordered product, or if it is defective, the Client must promptly inform the Merchandising Seller at the email address indicated in the order confirmation email and provide all relevant information for this purpose.
- Not to copy, reproduce, or use the Merchandising products fraudulently and understand that any violation may result in legal action.
- Not to be refunded for Service Fees.
- Not to act in a professional capacity. The Client understands that if they present themselves as a consumer or non-professional while acting as a professional or if they should be registered as such because they meet the eligibility criteria, they may face sanctions related to deceptive commercial practices (in France, up to 2 years of imprisonment and a fine of €300,000). Therefore, a Client acting in a professional capacity must close their Client Account.

c) Social Feature

The Client is solely responsible for the use they make of the Social Features offered on the Platform. The Client acknowledges that any social interaction (including, without limitation, following another Client, making their profile visible, or viewing other Clients' profiles) is carried out at their own initiative and must comply with these Terms and Conditions.

(i) Client Commitments and Obligations

The Client undertakes and warrants that they shall:

- Not publish, disseminate or relay any unlawful or inappropriate content via the information visible on their profile (including profile picture, username or biography), or through any other means made available via the Social Features;
- Not misuse the Social Features to promote any commercial, political or advertising activity that has not been authorised by Shotgun;
- Respect the visibility settings defined by other Clients, in particular by refraining from any attempt to interact with a Client whose profile is private without their explicit consent, and by not seeking to circumvent the privacy settings implemented by such Clients or by the Platform;
- Not automate or mass-send follow requests, invitations or social interactions using scripts, bots or any other unauthorised device or process;
- Comply without delay with any moderation request issued by Shotgun following a report or the identification of a breach.

(ii) Control and Reporting Tools

In order to manage their interactions, the Client may, at any time, remove a follower or unfollow another profile via their Account.

The Client is invited to report any content or behaviour that they consider to be contrary to applicable law or to these Terms and Conditions via the reporting mechanism available on the Platform.

For further information on the applicable procedure, the processing modalities and the actions taken following such reports, the Client is invited to consult [the article "Report Illegal Content" in our Help Center](#).

d) Breaches and Moderation Measures

In the event of a breach by a Client of the obligations set out in this article, or more generally of these Terms and Conditions, Shotgun reserves the right, without prior notice or compensation and at its sole discretion, to take any appropriate measure, including in particular to:

- Remove any disputed content published by the Client;
- Temporarily or permanently suspend the Client's access to the Social Features;
- Cancel Tickets, in particular in the event of fraudulent purchase;
- Suspend or terminate the Client Account.

This provision is without prejudice to any other remedy Shotgun may have.

## **4.2. How the Platform works for Organizers**

### **4.2.1. 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 operate within 30 days of their 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.

#### 4.2.2. 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 shall also specify the conditions of access to 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 defines 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 4.3.

The Organizer can also offer to sell, in addition to standalone Tickets, Packs or Merchandising products. To do so, they must request Shotgun to configure the Merchandising products on the Platform and identify the Merchandising Seller.

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, at the conclusion of the Event, the total available revenues from the

Event will be automatically transferred to the bank account designated by the Organizer. 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 further 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 report 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.
- Identify Promoters and/or Merch Sellers, if applicable.
- Modify the Organizer Page.

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

#### 4.2.3. 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 filings and payments. The Organizer undertakes to provide Shotgun upon request with proof of 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 shall not organize fake Events or Events that materially differ from the description provided at the time the Tickets are offered for sale. In the event of a legitimate doubt regarding the existence or compliance of an Event, Shotgun may request any relevant supporting documentation from the Organizer. In the absence of a satisfactory response within a reasonable period of time, or where there are serious indications of fraud, Shotgun may suspend or terminate the Organizer Account, without compensation and without prejudice to any other rights or remedies available to Shotgun.

- **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, private Events as well as Events whose publication would be of no interest to Users, along with Events of an explicit sexual nature or any Event likely to offend the sensitivity of an uninformed audience. 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 solely 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 visibility of its interactions with Artist Pages:** the Organizer acknowledges that Artists are informed of the identity of Organizers who have visited their Artist Page (public name or corporate name of the Organizer). No personal data relating to the Organizer's representatives is transmitted to Artists. The Organizer may, at any time, request the deactivation of this functionality by contacting Organizer Support via the Smartboard.
- **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/accueil/services/economie-collaborative.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 for Sale on the Platform, the Organizer undertakes 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 delisting of Events from the Platform, or in the suspension and/or termination of the Organizer Account. Access to certain tools made available to the Organizer, such as communication tools, may also be suspended in the event of abusive or improper use. This provision is without prejudice to any other remedy Shotgun may have.

#### 4.3. Cancellation (“Automatic Resale”) and Transfer of Tickets

Users are hereby informed that the provisions of this section do not apply to Tickets purchased as part of Bundles.

#### 4.3.1. 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 requests 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 successfully pays the full 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 4.3.3 “Refund in case of Cancellation or Transfer of Ticket”.

When the Ticket is Cancelled Shotgun destroys the initial Ticket and issues 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.

#### 4.3.2. 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.

In the case of a Ticket corresponding to a numbered Seat, the Transfer relates to the exact Seat assigned at the time of the initial purchase.

Clients can choose 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 issues a new Ticket of the same category to the recipient on behalf of the Organizer.

#### 4.3.3. 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 Client's refund shall be based on the amount actually paid by the Client for the purchase of the Ticket, after deduction of the applicable Service Fees referred to above. The use of a promotional code or any other form of discount applied at the time of the initial purchase shall be taken into account. Under no circumstances shall the refunded amount exceed the price actually paid for the Ticket(s). The applicable Service Fees in the context of resale are calculated on the basis of the initial Ticket price paid by the Client prior to any discount. Where such Service Fees exceed the amount paid by the Client, no refund shall be due.

The refund amount displayed on the Application or the Website interface at the time of resale is provided for strictly indicative purposes only and is calculated on the basis of the Total Ticket Price. Such display shall not, under any circumstances, constitute a binding contractual commitment on the part of Shotgun. The amount actually refunded shall be automatically adjusted so as to correspond to the amount actually paid by the Client at the time of the initial purchase of the Ticket, in accordance with this clause.

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 without use of a promotional code:** Total Ticket Price – Service Fees;
- **Ticket Cancellation with use of a promotional code:** Amount actually paid by the Client (Total Ticket Price - promotional codes) – 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 14 in order to have more information on the applicable rates of Service Fees.

#### 4.3.4. 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.

#### 4.4. **How the Platform works for Merchandising Sellers**

##### 4.4.1. Merchandising Seller Account

To sell Merchandising products, the Merch Seller must first create an Account on the Platform, following the same registration process as Organizers.

Selling Merchandising products for an Event requires an invitation from the main Organizer, who must designate the Merchandising Seller as a co-organizer of the Event. An email notification is then sent to the Merchandising Seller.

To facilitate sales management, the Merchandising Seller must have an active Shopify account, where the products to be sold and the shipping terms (inventory, pricing, delivery times, etc.) are defined. Shotgun automatically synchronizes the Merchandising Seller's Shopify catalog to create the available offers on the Event page.

The Smartboard allows the Merch Seller to:

- Monitor the number of Merchandising products sold in real time, communicate with Clients, and initiate refunds if necessary;
- Monitor revenues in real time. Unless otherwise stipulated, the Merch Seller can set up one free transfer per Event. Otherwise, the entire revenues will be automatically transferred on the bank account indicated by the Merch Seller after the end of the Event. Bank transfers are processed by Stripe. Before requesting a bank transfer, the Merch Seller shall provide all necessary information about the holder of the bank account on which the sum is to be transferred. The Merch Seller may contact Shotgun to set-up a dedicated code to secure access to the Banking service;
- Download invoices and reporting related to the Merchandising sales.

#### 4.4.2. Creation of Offers

Merchandising products can be offered for sale in two ways:

- **Individually:** Products are available for purchase as standalone items.
- **As a Bundle:** Products can be grouped with Tickets to create a special offer.

Shotgun facilitates the creation of products directly on the Platform based on the synchronized catalog. The Merch Seller can then independently create Bundles that include Merchandising products and apply discounts according to their preferences.

#### 4.4.3. Order Management and Payments

When a Client purchases a Merchandising product (either standalone or as part of a Bundle), the following steps are carried out:

- **Stock verification:** Shotgun checks the availability of the items on Shopify in real time.
- **Collection of Shipping information:** Shotgun collects the necessary details from the Client, including the address, delivery method, Shipping Fees, and other relevant information.
- **Payment processing:** The transaction is processed through Shotgun, which collects the Total Price (including Shipping Fees).
- **Order transmission to Shopify:** Once the payment is validated, Shopify is notified to process the order, and the product stock is automatically updated on Shopify.

#### 4.4.4. Responsibility of the Merchandising Seller

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

The Merch Seller 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 filings and payments. The Merch Seller undertakes to provide Shotgun upon request with proof of 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 Merchandising products:** the Merchandising Seller commits to ensuring that the products correspond accurately to the information, photographs, and descriptions provided on the Platform. The Seller guarantees that the products comply with all applicable laws and regulations in the country of sale, including those related to safety, health, and consumer rights.
- **Regarding the Return Policy:** the Merchandising Seller undertakes to establish a clear, precise, and legally compliant return policy and to enforce it rigorously. Furthermore, the Seller indemnifies Shotgun against any financial loss, whether direct or indirect, resulting from the implementation, non-compliance, or inadequacy of this return policy.
- **Regarding the written or visual content used to illustrate the Merch Seller page or the Merchandising products, as well as the communication sent to Clients through the Platform:** the Merch Seller is solely responsible for the content used for the promotion of their brand or their Merchandising products on the Platform, notably with regard to intellectual property rights, as well as other applicable laws and regulations. The Merch Seller undertakes not to use the Platform to promote third party services that are in direct competition with Shotgun, and not to include links to other ticketing services in any content or description.
- **Regarding the income from Sales made on the Platform:** the Merch Seller 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, Merch Sellers can visit :
  - <https://www.impots.gouv.fr/portail/node/10841> or
  - <https://www.urssaf.fr/accueil/services/economie-collaborative.html>.

In addition, when applicable, Shotgun provides each year, by electronic means, a summary document of all the transactions carried out by the Merch Seller through the Platform. The Merch Seller 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.

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

#### 4.4.5. Tracking and Delivery

Order fulfillment (including preparation, shipping, and delivery) is entirely managed by the Merch Seller. Shotgun acts solely as an intermediary to facilitate the transaction and connection between the Merch Seller and the Client.

The Merch Seller's contact email address, for any questions related to the order or its delivery, is provided in the order confirmation email.

#### 4.4.6. Limitation of Liability

Shotgun acts as a technical intermediary and assumes no direct responsibility for the products sold, their shipping, or their compliance.

### 4.5. **How the Platform works for Promoters**

#### 4.5.1. Creation of the Promoter's profile

The Promoter's profile is created when an Organizer associates the Promoter to an Event via their Smartboard. The Promoter then receives an email invitation to access the Promoter Portal.

- If the Promoter does not have an Account: they proceed with registration.
- If the Promoter already has an Account on the Platform: they can directly log in to the Portal.

#### 4.5.2. Promoter profile Operations

The Promoter can promote Events for multiple Organizers.

The Promoter does not have access to the Organizer's Smartboard but instead uses a dedicated interface: the Promoter Portal.

Through this Portal, the Promoter can monitor the sales generated from their promotional activities.

Several promotional methods can be implemented:

- **Tracked Link:** A unique link is automatically generated for the Promoter for each Event they are associated with by an Organizer. The Promoter can access, copy, and share this tracked link directly through their Portal.
- **Promotional Code (optional):** The Organizer may create a unique promotional code specifically for the Promoter, with complete control over the discount offered. The Promoter can access and share this code through their Portal. Clients can use the code to purchase Tickets for Events linked to the Promoter. The Promoter can monitor in real-time the number of times the code is used.
- **Direct Sales:** In some cases, the Promoter can directly conduct sales:
  - **Online Sales:** The Promoter has a QR code that they present to Clients. By scanning this code, Clients are redirected to the Event page, where they can purchase Tickets through the Platform.
  - **Physical Sales:** If enabled by the Organizer, Promoters can carry out physical sales. Using their portal, Promoters select the payment method (cash, check, or credit card if equipped with a payment terminal), input the Client's details (name, surname, and email address), and collect the price directly from the Client. The Ticket is then delivered to the Client via email. Since physical sales are conducted outside the Platform, the Promoter bears full responsibility for collecting and transferring the funds to the Organizer. Shotgun assumes no liability for any disputes arising from the collection or transfer of these funds between the Promoter and the Organizer, including, but not limited to, failures, delays, or errors in transmitting the amounts owed.

Only the personal information (name and email address) of Clients who purchased a Ticket through a physical sale is visible to the Promoter.

The Promoter agrees to use the aforementioned promotional tools in accordance with their intended purpose. Any abusive, fraudulent, or improper use of these tools is strictly prohibited and may result in the immediate suspension of access to the Promoter Portal, as well as the revocation of usage rights, without prejudice to any legal actions Shotgun or the Organizer may take, including civil or criminal proceedings in case of damage.

The Promoter and the Organizer will handle directly, outside the Platform, any matters related to potential remuneration owed to the Promoter under their partnership. Shotgun disclaims all responsibility regarding these matters and cannot be held liable for financial agreements or disputes between the Promoter and the Organizer in this respect.

The Organizer may modify the list of Events associated with the Promoter or deactivate the Promoter's involvement in their Events. In both cases, the dedicated promotional code will no longer be valid, direct sales will be disabled, and tracked links will redirect Clients to the Organizer's general Event page. The Organizer will still have access to the sales history.

The Organizer can monitor sales generated by Promoters via their Organizer Smartboard.

#### 4.5.3. Organizer Fees Applicable to Promoter Sales

The Organizer Fees owed by the Organizer apply to all sales made by the Promoter under the same conditions as for standard Ticket sales.

#### 4.5.4. Cancellation and Transfer of Tickets

When a Client purchases a Ticket using a promotional code or a tracked link from the Promoter, if the Ticket is later resold or transferred by the Client, it is still considered a sale attributed to the Promoter.

When a Client purchases a Ticket via direct sales, the Ticket cannot be resold (it can only be transferred).

### 4.6. **How the Platform works for Artists**

#### 4.6.1. Conditions for creating an Artist Account

To activate their Artist Account and personalize their Artist Page, the Artist must:

- **If no page exists under their name on the Platform:** The Artist must create a new Artist Page by logging in with their SoundCloud account and entering their first name, last name, email address, and password.
- **If an Artist Page already exists on the Platform:** The Artist can claim the existing page by clicking "Claim this page". To do so, they must log in using their SoundCloud account and provide their first name, last name, email address, and password.

In both cases, the Artist is required to authenticate their identity by connecting via their SoundCloud account. Shotgun reserves the right to verify the accuracy of the identification and request any additional documents deemed necessary to confirm the Artist's identity and the legitimacy of the claim.

When authenticating via SoundCloud, the public information associated with the Artist's profile (artist name and profile picture) is automatically imported onto the Artist Page.

The Artist may, at any time, modify or remove such elements via the Artist Portal. The Artist remains solely responsible for the content they choose to display or modify on their Artist Page. The Artist indemnifies Shotgun against any claim, action or proceeding brought by a third party in connection with such content, in particular in the event of infringement of intellectual property rights, image rights or third-party data.

Shotgun also reserves the right to suspend or revoke access to the Artist Account at any time if reasonable doubts arise regarding the Artist's identity or the legitimacy of the claim after approval.

When creating or claiming the Artist Page, the Artist acknowledges having read and accepted these General Terms and Services. To use the Artist Account, they must also accept the Special Terms accessible from the Portal.

#### 4.6.2. Management of the Artist Account

The Artist Portal allows the Artist to:

- **Real-time page visits:** View the number of visits to the Artist Page in real-time;
- **Organizer visits:** View the list of Organizers who have visited the Artist Page: when Organizers access the Artist Page, their professional designation (public name or corporate name) may be visible in the Artist Portal, for the purpose of professional networking, unless the Organizer has requested the deactivation of this functionality. No personal data relating to the Organizer's representatives is transmitted;
- **Advanced statistics:** Access detailed statistics about the Artist Page, including interactions from Fans with content provided by the Artist, such as events, music streams, Artist Merchandising Products, and social media;
- **Sales statistics:** View Ticket sales statistics generated by the Artist for Events hosted on Shotgun with which they are associated;
- **Affiliate Commissions** (if applicable): Track the amount of Affiliate Commissions, subject to the terms outlined in a specific agreement;
- **Artist Page management:** Update and enhance the Artist Page by adding links to social media, external events, new musical works, or connecting with Shopify for the sale of Artist Merchandising Products;
- **Fan communication:** Communicate directly with Fans through email or notifications.

Shotgun reserves the right to modify, suspend, or limit the functionalities of the Artist Portal at any time, based on technical developments or the needs of the Platform.

#### 4.6.3. Responsibility of the Artist

The Artist undertakes to keep the access codes to their Artist Account confidential and to only communicate them to persons who have the necessary skills and authorizations to manage their Artist Page, and, in general, legally bind the Artist. Every action on the Artist Account is deemed to have been taken by, or at the request of, a representative of the Artist with the skills and authorizations necessary to do so.

The Artist undertakes and warrants:

- **Regarding their legal obligations:** The Artist will comply with all legal, tax, and regulatory obligations applicable to them, including declarations and payments related to Affiliate Commissions received through the Platform.

- **Regarding the written or visual content published on the Artist Page as well as the communication sent to Clients through the Platform:** The Artist is solely responsible for the content used for the promotion of their activity on the Platform, including (i) texts, visuals, musical works, and Artist Merchandising Products, (ii) communications sent to Fans. The Artist guarantees compliance with Intellectual Property Rights and applicable laws, particularly those related to copyright, trademarks, and other related rights. They commit not to publish any unlawful, defamatory, or infringing content that violates the rights of third parties.

#### 4.7. Social Features

##### 4.7.1. Purpose

Shotgun makes available to Users Social Features enabling them to interact on the Platform. Each Client is responsible for managing the information they choose to share.

##### 4.7.2. Description of the Social Features

The Social Features enable the User, in particular, to:

- View the profiles of other Clients, subject to the visibility settings defined by such Clients;
- Follow and/or be followed by other Clients;
- Send, accept or decline follow requests, including via invitation links or from their contact list;
- Access the list of their followers and followings, and remove a follower at any time;
- View the participation or interest of other Clients in Events. Such visibility is subject to the privacy settings chosen by those Clients (in particular whether their profile is public or private and whether follow requests have been accepted).

##### 4.7.3. Privacy Settings

The Client has two levels of control over the privacy of their Account: the status of their profile and the granular visibility of their activities.

- **Profile status:** By default, the profile is set to Private (visible only to approved followers). The Client may choose to switch to a Public profile (visible to all Users).
- **Visibility exception:** Notwithstanding the “Private” status, certain ranking information (such as “Top 100” features) may remain visible to all Users. The Client may disable such visibility at any time in their settings.
- **Activity masking:** Regardless of whether the profile is Private or Public, the Client may also choose, at any time through their settings, to hide the following activities and information, which will then be visible only to the Client: (i) their interest in and participation in upcoming Events; (ii) their memories (history of past Events); (iii) Artists viewed and Organizers visited; (iv) their activity statistics (“Party stats”) and ranking.

Accordingly, the Client is solely responsible for the combination of privacy settings they select and for any resulting consequences. Shotgun shall not be held liable for information shared by the Client under their sole responsibility.

#### 4.8. 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, nor impersonate any third party or use information that is likely to mislead, deceive or cause harm to others;
- 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, including when using the Social Features and when interacting with other Users;
- 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, including through conduct amounting to harassment, threats or intimidation;
- Any content that is abusive, defamatory, disparaging or slanderous, contrary to public decency, infringing intellectual property rights, infringing public order or the rights of third parties, likely to harm the rights, reputation or image of Shotgun or of another User, as well as any hateful or discriminatory statements, and any conduct that may directly or indirectly incite hatred or 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 for 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 [legal-requests@shotgun.live](mailto:legal-requests@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).

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

### **5.1. Undertakings of Shotgun**

#### **5.1.1. Provision of the Platform**

Shotgun undertakes to make the Platform available to Users and provide the Services as a transparent intermediary for Organizers/Merch Sellers. 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.

#### **5.1.2. 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 14 of the General Terms and Conditions. Shotgun undertakes to provide an answer free of charge and within a reasonable period.

#### **5.1.3. 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.

#### **5.1.4. Ranking of Events**

Only Events created by Organizers can be listed on the Platform. Shotgun does not differentiate between Events and Tickets offered by Shotgun or its affiliated companies and those offered by independent Organizers.

**On the Application feed**, 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 maximize the chance that a User discovers relevant Events 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 [Consumer Information](#) to have more information on the parameters that influence the listing, de-listing and ranking of Events and Tickets.

## **5.2. 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, Bundle and/or Merchandising product;
- 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, Merch Sellers and Artists 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 each content published by Organizers, Merch Sellers and Artists so Shotgun cannot be held liable for any manifestly illegal content unless it has obtained knowledge or awareness of such content in accordance with Regulation (EU) 2022/2065 on a Single Market for Digital Services 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.

## 6. **PAYMENT AND BILLING**

### 6.1. **Payment processing services**

The price of Tickets, Packs, and Merch products is payable in the currency selected by the Organizer/the Merch Seller. 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.

### 6.2. **Payment and billing of Clients**

#### 6.2.1. **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 14.

#### 6.2.2. 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 14 in order to regularize their order or arrange a refund of the installments paid to date.

#### 6.2.3. Bundle and Merchandising product Sales

When purchasing a Bundle or when purchasing a Merchandising product alone, the Client agrees to pay the Total Price indicated on the Platform. This Total Price includes the following amounts:

- **The Sale Price set by the Organizer/the Merch Seller**, in return for the Bundle or the Merchandising product. Unless mentioned otherwise, the Sale Price includes applicable taxes. Moreover, the Sale Price includes the Organizer Fees/the Merch Seller Fees charged by Shotgun to Organizers/Merch Sellers. The rate of Organizer Fees/the Merch Seller Fees is specified in the Special Terms agreed upon between the Organizer/the Merch Seller and Shotgun, or in any subsequent agreement by the Organizer/the Merch Seller 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 the Bundle or the Merchandising product. 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 (e.g., a website bug).
- **Shipping Fees**, which are not included in the initially displayed price. These fees are calculated based on the delivery method chosen by the Client and are transparently disclosed at a later stage, before final order confirmation.

Upon completion of the sale of the Bundle or the Merchandising product, the Client receives a payment receipt. The Client can request access to all applicable rates by contacting Shotgun at the details provided in Article 14.

### 6.3. **Payment and invoicing of Organizers/Merch Sellers**

### 6.3.1. Pricing

In return for its Services, Shotgun charges Organizer Fees and/or Merch Seller Fees to be deducted from the Sale Price of Ticket and/or Bundle and/or Merchandising product during the transaction. The price of the Organizer Fees and/or the Merch Seller Fees is equal to a percentage of the Sale Price of the Ticket and/or Bundle and/or Merchandising product specified in the Special Terms, which may include a minimum amount, excluding taxes. Organizer Fees/Merch Seller Fees are due as soon as the Ticket and/or Bundle and/or Merchandising product Sale is concluded, regardless of whether the Event is subsequently cancelled or postponed by the Organizer and/or if the Merchandising product is later returned by the Client.

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

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

Invoices and event reports are displayed in the "Banking" tab of the Organizer/Merch Seller Account.

### 6.3.2. Payment terms for Organizers/Merch Sellers

The Organizer/the Merch Seller agrees that Organizer Fees/Merch Seller 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/Merch Seller Account on the Platform, or be paid by bank transfer when applicable.

In the event of non-payment of Organizer Fees/Merch Seller 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/Merch Seller, who is notified of this suspension. In case of dispute, the Organizer/the Merch Seller 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/the Merch Seller may pay by bank transfer.

### 6.3.3. Authorization to collect payment

Shotgun collects the payment of the Sale Price in the name and on behalf of the Organizer and/or the Merch Seller, 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.

In return, in cases of suspected credit or debit card fraud related to a Ticket order, Shotgun reserves the right to request information and supporting documents from the Client to verify their identity and the validity of the employed payment method. This information is processed in accordance with the Personal Data Rules and is retained only for as long as necessary for authentication purposes. If the Client fails to respond, or if reasonable suspicion of fraud persists, Shotgun reserves the right to cancel the Ticket order and fully refund the amount charged to the relevant payment method. This may include, where applicable, deducting the amount from the Organizer's Stripe-held account.

## **7. RIGHTS OF THE CLIENTS**

### **7.1. Right of withdrawal and refund**

#### **7.1.1. Tickets**

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 the European Law, 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*.

A Client's failure to attend the Event shall not constitute grounds for any refund, exchange or postponement.

If an Event is cancelled, the 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.

#### **7.1.2. Merchandising**

##### **a) Withdrawal period**

In accordance with the European Law, the Client has a right of withdrawal within fourteen (14) days from the day following the delivery of their Merchandising product. Each Merchandising Seller may offer a longer withdrawal period. It is the Client's responsibility to review the return policy and conditions, which are accessible via a link in the Event description and in the order confirmation email.

##### **b) Refunds**

The Merchandising Seller is solely responsible for refunds related to Merchandising products ordered on the Platform. Communication regarding refund requests can be made through the tools provided by Shotgun. Refunds will only be initiated by the Merchandising Seller.

Unless there is a fault or failure by Shotgun, Service Fees are not refundable to the Client.

Return shipping costs are borne by the Client, unless otherwise specified in the return conditions decided by the Merch Seller available on the Event.

### **7.2. Other rights of Clients**

#### **7.2.1. 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 14.

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.

#### 7.2.2. 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.

#### 7.2.3. Guarantee of Merch Sellers regarding the Merchandising products

In case of a request regarding the legal or commercial guarantee regarding Merchandising products, Shotgun encourages Clients to get in touch with Merch Sellers directly.

### **8. MODIFICATION OF THE AGREEMENT**

#### **8.1. 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.

#### **8.2. Changes to Pricing**

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

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

#### **9.1. Duration**

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

#### **9.2. 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/Merch Seller Account is suspended because of the Tickets, Events, Bundles or Merchandising products commercialized, Shotgun informs the Organizer/the Merch Seller, by written notice, of the reason for such suspension at the time the suspension takes effect and gives the Organizer/the Merch Seller the opportunity to clarify the facts and circumstances.

### 9.3. 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 [legal-requests@shotgun.live](mailto:legal-requests@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).

### 9.4. 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, unauthorized use of trademarks, logos, or copyrighted works, creation of new accounts to bypass a prior termination, 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 Merch Seller:** failure to have the appropriate legal status to sell Merchandising products and failure to provide documents requested by Shotgun on time despite multiple requests, sale of counterfeit products or products that do not comply with applicable laws and regulations, unauthorized use of trademarks, logos, or copyrighted works, creation of new accounts to bypass a prior termination, repeated failure to pay the Merch Seller Fees and Additional Fees, repeated failure to respect the guarantees and commitments made by the Merchandising Seller, and failure to comply with Personal Data Regulations.
- **For the Promoter:** the abusive, fraudulent, or improper use of promotional tools.

- **For the Artist:** the fraudulent claim of an Artist Page, unauthorized use of trademarks, logos, or copyrighted works, repeated failure to honor the guarantees and commitments made by the Artist, and failure to comply with Personal Data Regulations.
- **For a Client:** failure to pay the Total Price of Tickets, Bundle or Merchandising products, 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.

#### **9.5. Consequence of the termination of the Agreement**

Termination of the Agreement, for Organizer, will result in the removal of Organizer's currently listed Events from the Platform and, for Merch Sellers, in the withdrawal of Merch products from sale on the Platform.

The balance of the account corresponding to revenues earned prior to termination will be transferred to the Organizer/Merch Seller upon sending a Support request.

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 the 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 (provided that the sums were lawfully acquired, are not the product of a crime or misdemeanor, and are not subject to any pending disputes).
- **For Merch Sellers:** access to invoices and the possibility, within one (1) year from the termination of the General Terms and Conditions, to recover revenues from Merchandising Sales made prior to the termination (provided that the sums were lawfully acquired, are not the product of a crime or misdemeanor, and are not subject to any pending disputes).

#### **10. 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: [Privacy Policy](#).

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

## **11. INTELLECTUAL PROPERTY RIGHTS**

### **11.1. 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.

### **11.2. Intellectual Property Rights of Users**

The Users warrant that they hold all the necessary rights for their use of the Platform. In particular:

- The Organizers warrants that they hold all the necessary rights and clearances allowing them to produce Tickets, organize and ensure the proper conduct of such Events and communicate about these Events and their Tickets;
- The Merch Seller warrants that they hold all the necessary rights to offer, sell, and deliver the Merch products displayed on the Platform and that they possess the authorizations and rights related to the elements associated with these Merch products (including, but not limited to, descriptions, images, videos, trademarks, or any other content) displayed on the Platform;
- The Artist warrants that they hold all necessary rights (including, but not limited to, copyrights) to publish their musical works and to promote their creations, events, and Artist Merch Products via the Platform.

Furthermore, the Organizer/the Merch Seller/the Artist 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/the Merch Seller/the Artist 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 Merch Seller on Merchandising products, or any content published on the Organizer, Merch Seller, or Artist Pages.

Organizers, Merch Sellers and Artists warrant that the means used to create the Tickets, communicate and organize Events, promote and sell Merchandising products, as well as all content published on Organizer Pages, Merch Seller Pages or Artist Pages do not infringe and do not will infringe the Intellectual Property Rights of any third party Organizers, Merch Sellers and Artists also 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 (amounts paid in the context of an amicable settlement of disputes) or at the litigation stage (any amounts paid in the context of a court decision, whether final or not) without prejudice to any damages that Shotgun may claim.

## **12. MISCELLANEOUS**

### **12.1. 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.

### **12.2. 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.

### **12.3. 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.

### **12.4. 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.

## **13. GOVERNING LAW AND JURISDICTION**

### **13.1. 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.

### **13.2. 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, 6 Cité de l'ameublement, 75011 PARIS, or by email at the following address: [legal-requests@shotgun.live](mailto:legal-requests@shotgun.live).

### **13.3. Ombudsman**

Clients may file a complaint with an ombudsman in case of a disagreement with an Organizer, a Merch Seller, an Artist or Shotgun, and after failing to contact the Organizer/the Merch Seller/the Artist 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, Merch Sellers, and Artists also offer consumer mediation services. The contact information of the mediation service hired by the Organizer, the Merch Seller and the Artist should be made available to the public on their commercial communication or on their website.

#### **13.4. Jurisdiction**

For Clients, Fans and or any User qualifying as a consumer under the French Consumer Code: 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, Merch Sellers, and Artists: They agree to submit any dispute or claim they may have against each other regarding 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*).

#### **14. CONTACT INFORMATION**

For any remaining question, Users can contact Shotgun:

- Through the dedicated form on the Platform
- By email at: [legal-requests@shotgun.live](mailto:legal-requests@shotgun.live)
- By postal mail at : Shotgun SAS, 6 Cité de l’ameublement, 75011 PARIS

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

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**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, Merch Sellers, and Artists, the license is granted for the sole use of the Platform, for strictly professional purposes, for the sole needs and interests of the Organizer, the Merch Seller, or the Artist. This includes the publication of Events and the Sale of Tickets to Clients, the management of Promoters, the Sale of Merchandising products, and the management of the Organizer/Merch Seller/Artist Page.

For Clients and Fans, 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, using Social Features, 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, the Application, 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.