

## **Customers Terms of Use**

**Last Updated: 26.06.20**

The following are the terms of use ("Terms") that govern your use of the websites and applications that form Gigstream (collectively, the "Site"). Our privacy policy ([LINK](#)) and any further policies, rules or regulations are also included in these Terms. By visiting or using the Site, you directly agree to these Terms.

We may make changes to these Terms at any time, which will be effective immediately following us posting a revised version on the Site. See the "Last Updated" date above to check when they were last revised. By continuing to use this Site after that date, you consent to the changes.

### **Account Registration**

To use particular parts of the Site, such as buying tickets. The username for your account must not be obscene, rude or derogatory, or include the name of another person in order to impersonate that person.

Your account username and password are private. You will be responsible for all activities conducted through your account, including purchases and the use of account details.

We will not be liable for any harm relating to anyone else's use of your account, or the exposure of your account details. You may not give away or sell access to your account. You may not access another person's account without their permission. You must immediately notify us in writing if you discover any relevant security breach, including the unauthorized use of your account.

We may require you to change your username and/or password if your account appears to be no longer secure or if your username violates our terms of use, or someone's rights. We may , deny access to the Site terminate an account or refuse registration for any reason, and you will be denied ownership of your account or your username.

### **Code of Conduct**

You agree that you will comply with all applicable laws, rules and regulations, and that you will not:

- Use the Site for any unlawful purpose;
- Restrict any other person from using the Site;
- Express or imply that any statements made by you are endorsed by us, without our prior consent;
- Impersonate any person or entity, including employees or representatives of our company;
- Use any area of the Site for private enterprise.
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- Submit any content or information that is unlawful, derogatory, libellous, dishonest, or otherwise objectionable, or infringes our or any third party's intellectual property or other rights; or any advertisements or other unapproved commercial messages.
- Present any material that could be considered harmful, obscene, pornographic, indecent, lewd, violent, harmful, insulting, intimidating, harassing, hateful or otherwise objectionable, includes the image or likeness of any person under 18 years of age, encourages or glamorizes drug use (including smoking cigarettes and drinking alcohol), promotes violence or contains any personal contact information or other personal information identifying a third party;
- Submit, or direct users to any postings containing material that bullies, victimizes, insults, or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, gender, age, or disability;

### **Children under 13**

- Gigstream is not designed for children under the age of 13, and they are not allowed to use the Site. We recommend that all parents and guardians monitor their children's internet use. In order to use the Site, you must affirm that you are at least 13 years old.

### **Ownership of Content and Grant of Conditional License**

The Site and all data, designs, pages, text, print screens, images, audio and video files, and source code, HTML, or software that are discoverable on the Site, and all tickets obtained from the Site, (collectively, the "Content") are owned by Gigstream. We may alter the features and Content of the Site at any time. We own the IP in the Site and Content.

- We grant you a restricted, non-exclusive, contingent, no-cost, non-transferable, non-sublicensable license to view the Site and to purchase tickets as allowed by these Terms for non-commercial purposes Manipulate identifiers to disguise the origin of any material that you submit, including by the forging of headers;
  - Submit any software or other materials that contain any viruses, defects, time/date bombs or other harmful or damaging items;
    - "Mirror" or "frame" any material on the Site;
    - Link to any part of the Site besides the URL allocated to the home page of the Site;
    - Change, alter, sub-license, convert, everse engineer, sell or disassemble any part of the Site or otherwise attempt to derive any part of the Content, its ideas, source code or algorithms;
    - Use any spider, robot, offline reader, retrieval application or other manual or automatic process to retrieve, reproduce, catalogue, data mine or in bypass the structure or presentation of the Content or the Site, including concerning any CAPTCHA exhibited on the Site. Operators of public search engines may use spiders to copy materials from the Site solely to the required extent for creating publicly available searchable indices of the materials, but not caches or archives of these materials. We may revoke this exception at any point and require withdrawal of archived materials collected in the past;
      - Remove any trademark, copyright or other proprietary rights messages on the Site;
      - Use any automated software or system to find, reserve, buy or otherwise obtain tickets, promotional codes, vouchers, discount codes, gift cards or any other items available from the Site, including sending information from your computer to another computer which uses this kind of software or system;
      - Request over 1,000 pages of the Site in any 24-hour period, whether as part of a group of individuals or alone;
      - Take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately great load on our infrastructure;
      - Access, reload or refresh transactional event pages, or make any other request to transactional servers, more than once during any three-second interval;
      - Make over 800 reserve requests on the Site in any 24-hour period, whether as part of a group of individuals or alone;
    - Replicate modify, publicly perform or display, distribute or create derivative works of the Site or the Content;
    - Reproduce or scan tickets in a format different from that provided by the Site;

- Decode, modify, decrypt or reverse engineer any tickets, barcodes or underlying algorithms used on or in production of tickets or the Site;
- Use the Site or the Content in an attempt to, or in conjunction with, any program, device or service designed to circumvent any technological measure that effectively controls access to, or the rights in, the Site and/or Content in any way including, without limitation, by manual or automatic device or process, for any purpose.

Your permission to access the site is contingent on your compliance with these rules. Any use of the Site or Content by you or anyone acting on your behalf that does not strictly comply with each and every provision in this section exceeds the limits of the license granted to you herein, constitutes unauthorized reproduction, display, or creation of unauthorized derivative versions of the Site and Content, and infringes our patents, trademarks, copyrights and other rights in the Site and Content. You will not acquire any ownership rights by using the Site or the Content.

The registered and unregistered trademarks, logos and service marks displayed on the Site are owned by us or our clients. You are not allowed use our logos, trademarks and service marks in any way without our prior written permission.

### **Forums and User Content**

In some cases you will be able to submit user content to the site in the form of Suggestions and boards containing messages and images. By submitting User Content, you certify that you are at least 18 years old, or you are at least 13 years old and have obtained your parent's or legal guardian's explicit consent to submit User Content.

You own all rights to your User Content but if you submit User Content to the Site, you grant us a worldwide, non-exclusive, transferable, sublicensable, royalty-free right and license to use, replicate, alter, create derivative works of, distribute, publicly display or perform, archive and commercialize your User Content, in our sole discretion, in all formats and in all media channels now known or hereinafter discovered, without being required to acknowledge or compensate you or any other individual.

This will not affect your ownership in your User Content, including the right to permit additional licenses to your User Content, providing that it does not come into conflict with these Terms. We are not obligated to display, post or otherwise use any User Content, or to attribute your User Content to any individual. You may not make or authorize any claim against us that our use of your User Content infringes any of your rights.

User content posted by participants may sometimes be offensive, indecent, inaccurate, threatening or bullying. We do not endorse and are not responsible for these postings. We will not be liable for any damage caused by the posting or your reliance on information obtained through the postings.

You will be responsible for your User Content and the consequences of posting it. By submitting User Content, you affirm to us that you own, or have the necessary permission to submit the User Content and to grant the licenses to us under this section.

By submitting User Content, you also affirm to us that you have the written permission of every identifiable person in the User Content to use that person's name and likeness in the manner expressed by the Site and these Terms or, if the person is a minor, the written permission of their parent or legal guardian.

We will maintain the right to monitor the Site, the breakout rooms and the User Content, and to disclose any User Content and the circumstances surrounding its submission in order to operate the Site properly, or to protect ourselves, our sponsors and our users, or to comply with legal or governmental responsibilities or requirements.

If we are notified that your User Content does not comply with our Terms, we may investigate the allegation and decide to remove your User Content and terminate your

account. We may also hold you liable for any User Content that violates the rights of a third party, and require you to pay or compensate us for any amounts we believe are necessary to resolve any complaint.

#### **Claims of Copyright Infringement on the Site**

You may contact us via email asking that content be removed if you believe that it infringes on your copyright or intellectual property. Your correspondence must include information about the identification of the content that is claimed to be infringing or the subject of infringing activity so that we can locate the content on the Site and your contact details.

Emails should be sent to: EMAIL

#### **Repeat Infringement Policy**

If you are found to be a repeat copyright infringer you agree that we may take actions to prevent future infringement, such as blocking or terminating your account.

It is our policy to terminate the access rights to the Site for those who repeatedly infringe the copyright or other rights of other users.

#### **Links**

The Site may contain links to other websites that are operated, controlled or owned by other individuals or organisations. The fact that we may link to those websites does not indicate any agreement with or endorsement of those websites. We do not have any control over those websites. We are not responsible for the practices, policies or content of those websites.

#### **Parental Controls**

We are unable to prohibit minors from visiting our Site ourselves, and must rely on parents and guardians to decide what materials are appropriate for children to watch and buy. Parental control systems such as computer hardware, software or filtering services may help you to limit access to content that is harmful to minors. We do not endorse the products or services listed at this website.

#### **Access from Outside the United Kingdom**

The Site is aimed at people residing in the United Kingdom. We do not represent that Content available on or through the Site is appropriate or available in other locations. We may limit the availability of the Site or any service or product described on the Site to any person or geographic area at any time. You may choose to view the Site from outside the United Kingdom at your own risk.

#### **Tickets**

Tickets are sold on a first come first served basis and while stock lasts. It is your responsibility to check your order. It is your responsibility to check and confirm if your order has been successfully placed. If you do not receive an email or view a confirmation page, containing a confirmation number, or if you experience a service interruption or error message following payment being submitted, you must confirm whether or not the order has been placed. Only you may be aware of any problems that may occur during the purchase process. We will not be responsible for losses (monetary or otherwise) if you assume that an order was not placed because you failed to receive confirmation.

#### **Billing Information Verification**

Orders are processed only after all billing information has been verified. Incorrect billing details or card information can delay the processing and delivery of a ticket. In these cases, customer service will attempt to contact you, using the information provided at the time of purchase. If we are unable to reach you after our initial attempt, we may cancel your order and may sell your ticket to another customer without further notice.

#### **Resale and Promotions**

Resale of tickets is expressly prohibited.

#### **Postponed or Rescheduled Events**

If an event is postponed or rescheduled, we will try to honour the tickets at the rescheduled event date. New tickets will not be issued for most rescheduled events or postponements. If an artist is unable to fulfil the gig that you purchased, we will endeavour to provide an alternate date. If we cannot provide such an alternate date, refunds will be issued (as outlined below).

### **Refunds**

Tickets are non-transferable and, except in specific circumstances, non-refundable. You may not contact us to seek a refund or exchange from us when we are prohibited from providing one by the artist or organiser, or dispute or otherwise seek a “chargeback” from the company whose credit card you used to purchase the tickets from the Site.

Should you do so, your tickets may be cancelled, and we may refuse to honour current pending and future purchases made from all credit card or online accounts on which such chargebacks have been made, and may prohibit all individuals in whose name the credit card accounts exist and any person who accesses any associated account or credit card or who otherwise violates this condition from using the Site.

### **License and Ejection**

We reserve the right to refuse admission to, or eject, any individual whose conduct we deem disorderly, who uses inappropriate, crude or abusive language or who fails to comply with our rules. If you are denied admission, or ejected from the event, you will not be entitled to a refund.

### **Recording, Transmission and Exhibition**

You agree that the show is a public event and that you have no expectation of privacy with regard to your actions or conduct when attending a show, as your appearance and actions inside and outside the venue where the event occurs are public in nature.

You grant permission to us, the event provider(s) and the artists, to utilize your name, likeness, images, plays, poses, acts, appearance, movements, declarations and statements in any live or recorded audio, video, or photographic display or other showing, exhibition, publication or reproduction made of, or at, the event (regardless of whether before, during or after play or performance) for any means, in any way, in any medium or context now known or developed hereafter, without further authorization from, or compensation to, you or anyone acting on your behalf.

You agree that you will not record any data in the form of audio or visual recording or image capturing during the event nor will you post any such data to social media or make any such recording publicly available. If you violate these conditions, in addition to seeking monetary compensation against you, we may seek an injunction against you to remove such recordings and you agree that we will not have to post a bond to seek such an injunction.

### **Violation of these Terms**

We may investigate any violation of these Terms, including unauthorized use of the Site. We may take legal action that we feel is appropriate, and may provide the police with information you provide to us related to your transactions to assist in any investigation or prosecution of you.

We may cancel your account, delete all your User Content and prevent you from accessing the Site at any time without notice to you, for any or no reason, including but not limited to if we determine you have violated these Terms or the law.. If that happens, you may no longer use the Site or any Content. You will still be bound by your obligations under these Terms.

You agree that upon the termination of your account we will not be required to make the Site or your account or any related information available to you, and will not be liable to you or any third party or individual for the termination of your access to the Site and other related information.

### **Disclaimer of Warranties**

The site content is provided to you as available. We try to keep the site safe and functioning, but you use it at your own risk. To the fullest extent permissible by law, and to the extent that applicable law permits, we disclaim all warranties, implied or explicit, including any warranty of title, non-infringement, accuracy, merchantability, fitness for a particular purpose, or warranties that may arise from course of performance or dealing or usage of trade. We do not guarantee that the site will always function without disruptions, delays or imperfections, nor can we ensure the quality or standard of any of the performances. We do not guarantee that the site will always be free of errors, or that it will always be secure and safe to use. You are taking the risk that the artists may not provide the level of performance that you were anticipating, or that the event does not meet your expectations, or that the site is not fully secure.

### **Limitation of Liability**

In no event will we, the artists or our suppliers, sponsors and advertisers, be responsible or liable to you or anyone else for damages arising out of your use or association with the site, the content, or any product or service purchased through the site, even if we have been advised of the possibility of such damages.

. You hereby waive all rights to pursue compensation or damages payments, whether direct or indirect, special or consequential, or of any kind other than out of pocket expenses, and any rights to have damages multiplied or otherwise increased, arising out of or in connection with the site. Without limiting the foregoing, you expressly acknowledge and agree that we will have no liability or responsibility whatsoever for (a) personal injury or property damage, of any nature whatsoever, whether arising in contract or in tort, resulting from your attendance at the event or access to and use of our site, (b) any failure of another individual on the site to conform to the codes of conduct, (c) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (d) any bugs, viruses, worms, trojan horses, defects, data bombs, time bombs or other items of a destructive nature which may be transmitted to or through our site or (e) any errors, inaccuracies, faults or omissions in any content.

Your sole and exclusive response for dissatisfaction with the site is to desist use of the site. The limitations in this section will apply even if any response fails of its essential purpose. The allocation of risk between us is an essential element of the basis of the agreement between us.

Our aggregate liability arising out of these terms or the use of the site will not exceed the greater of one hundred pounds (£100) or the amount you have paid us in the past twelve months. Attorney fees will not be recoverable under any circumstance.

Our liability will be limited under this paragraph to the fullest extent permitted by applicable law, and the provisions of this paragraph will not apply to the extent applicable law permits the recovery of damages, attorneys' fees or costs otherwise prohibited under this paragraph. The provisions of this paragraph that (a) forbid damages to be multiplied or otherwise increased, (b) impose a damages limitation at above one hundred pounds (£100) or the amount that we have received from you in the past twelve months, and (c) forbid the recovery of legal fees and costs, do not apply in certain states, including without limitation, to claims brought under statutes permitting such recovery.

We are not responsible for your late arrival or the missing of a performance for any personal reason. If our actions result in you missing your performance, we will not be liable for more than your total purchase price. We are not responsible for the actions or condition of the crowd at any event or the other people at your event or for any changes made to the event. You voluntarily assume all risks and possible harm incidental to the show for which a ticket is issued, whether occurring before, during or after the event, and you waive any claims for personal injury or death against us, artists, management, facilities, other participants, and all

of our respective affiliated entities, agents, officers, directors, owners, parents and employees on behalf of yourself and any accompanying minor. The time and date of any event is subject to change. You bear all risks of inclement weather conditions.

**Indemnification**

If any claim is brought against us by any individual related to your use of the Site, the Content, your User Content or your violation of these Terms, we reserve the right to take exclusive control and defence of any claim, and you will fully cooperate with us in asserting any available defences. You agree to indemnify, defend and secure us and any affiliated companies, artists, event providers, suppliers, advertisers and sponsors, and each of our officers, directors, employees, and agents, harmless from and against any and all claims, damages, losses and expenses of any kind (including reasonable legal fees and costs).

**Questions**

If you have any questions, complaints or comments regarding these Terms or the Site, please contact us at: [info@gigstream.co.uk](mailto:info@gigstream.co.uk)