

gigpig.uk WEBSITE TERMS AND CONDITIONS

Welcome to gigpig.uk (the "**Site**"). The Site and its associated Service are provided by GigPig Ltd, a company registered in England and Wales under number 13994282 and whose registered office is Unit 22, Field Farm Business Centre, Launton, Bicester UK OX26 5EL ("**GigPig**", "**we**", "**us**", or "**our**").

The Terms and Conditions set out below govern your use of the Site, whether as an Artist and/or a Venue. Please read these Terms and Conditions carefully before you start to use the Site and/or Services. By using the Site and/or Services, you indicate that you accept these Terms and Conditions and that you agree to abide by them. If you do not agree to these Terms and Conditions, please refrain from using the Site and/or Services.

A. TERMS FOR ALL USERS OF THE SITE

1. The Terms set out in this Section A govern the use of the Site and/or Services by all Users and comprise your agreement with us.
2. These Terms and Conditions use some capitalised terms which have particular meanings, and which are set out below:
 - 2.1 "**Agreement**" (or "**your agreement with us**") means these Terms and Conditions which form a legally binding agreement between us;
 - 2.2 "**Affiliate**" means, in relation to a body corporate, any subsidiary, subsidiary undertaking or holding company of this body corporate, and any subsidiary or subsidiary undertaking of any such holding company for the time being as defined in section 1159 of the Companies Act 2006;
 - 2.3 "**Artist**" means an artist (whether a solo artist or performing as a group of artists) who has set up an account with us to advertise and promote their services and activities as live performers and to upload and post Content relating to themselves to be viewed by other Artists and/or Venues, with a view to potentially being engaged to perform a Gig at a Venue;
 - 2.4 "**Artist Profile**" means the profile for each Artist hosted on the Site whereby that Artist can list or upload its description, artist or band name, biography, audio and video recordings, pictures, list of genre styles and other Content;
 - 2.5 "**Confidential Information**" means any non-public information, know-how, trade secrets or data in any form that is designated as being "proprietary", "confidential" or "secret" or could reasonably be understood by a reasonable person to be confidential. The term "**Confidential Information**" shall also include any information not publicly available concerning the products, services (including the Services), finances or business of a party (and/or, if either party is bound to protect the confidentiality of any third party's information, of a third party);
 - 2.6 "**Content**" means any and all content or material (in any format or media) of whatever type that is uploaded onto the Site by any Artist or Venue and includes, without limitation, that Artist or Venues images, text, audio recordings, video recordings, sounds, animation, pictures, data, metadata, emojis, GIFs and/or memes;
 - 2.7 "**Venue**" means a venue or premises which promotes and hosts live musical performances, and which has subscribed to and set up an account with the Site to view Artist(s) and/or their Artists' Content, and contact such Artist(s) to perform a Gig at the Venue;

- 2.8 **"Venue Fees"** means the fees (including any subscription fees) payable by a Venue to us in order to use the Site, access and view Artist Content and/or contact such Artist(s) to perform a Gig at the Venue (as set out in more detail in the Terms for Venues which you can find here https://gigpig.uk/legal/gigpig_terms_venues.pdf;
- 2.9 **"Venue Profile"** means the profile for each Venue hosted on the Site whereby that Venue can list or upload its description, specific details about the Venue (for example, drink and/or food served, live music requirements, wheelchair accessibility, age restrictions) audio and video recordings, pictures, list of genre styles and other Content;
- 2.10 **"Venue Subscription Period"** means the period during which a Venue subscribes to the Site (as set out in more detail in the Terms for Venues which you can find here https://gigpig.uk/legal/gigpig_terms_venues.pdf;
- 2.11 **"Services"** means the services we provide you with, and which are available to you, as part of the Site and such other services as we may agree to provide to you in connection with the Site;
- 2.12 **"Site"** means the website www.gigpig.uk;
- 2.13 **"Gig"** means a live performance by an Artist(s) at a Venue(s), the terms of which will be set out in the Gig Agreement;
- 2.14 **"Gig Agreement"** means the agreement and/or arrangement between an Artist(s) and a Venue(s) which govern the terms upon which the Artist(s) will perform the Gig(s) at the Venue(s), and which may include the Venue Terms and Conditions;
- 2.15 **"Venue Terms and Conditions"** means a Venue's own terms or policies which govern its promoting and hosting of all live performances including Gigs;
- 2.16 **"GigPig", "we", "our", "us"** mean GigPig Ltd who own and operate the Site;
- 2.17 **"Terms and Conditions"** (or **"your agreement with us"**) means the legally binding agreement between you and us for the provision and use of the Site and/or Services and which comprises the following separate terms:
- (a) Terms for all Users;
 - (b) Terms for Artists https://gigpig.uk/legal/gigpig_terms_artists.pdf;
 - (c) Terms for Venues https://gigpig.uk/legal/gigpig_terms_venues.pdf;
 - (d) Acceptable Use Policy (or **"AUP"**)
https://gigpig.uk/legal/gigpig_acceptable_use.pdf ;
 - (e) Privacy Policy https://gigpig.uk/legal/gigpig_privacy_cookie_policy.pdf;
and
 - (f) Cookie Policy https://gigpig.uk/legal/gigpig_privacy_cookie_policy.pdf.
- 2.18 **"User", "you", "your"** means any user of the Site or Services (whether an Artist or a Venue);

- 2.19 **"User Account"** means your own personal account, whether as an Artist (**"Artist Account"**) and/or a Venue (**"Venue Account"**);
- 2.20 **"User Data"** means information provided by Users in connection with setting up and managing their account on the Site, including, without limitation, their username, subscriptions, contact details, language and other preferences and settings.

3. **Registering your User Account:**

- 3.1 Before we provide access to the Site you must first register by using our online registration process. In doing so, you agree to:
- (a) provide true, accurate, current and complete information about yourself as prompted by the Site's registration process; and
 - (b) maintain and promptly update that information to keep it true, accurate, current and complete.
- 3.2 To register with the Site you must either be at least eighteen (18) years old, or be sixteen (16) years or older and have your parent or guardian's consent to the terms of this Agreement, or if you are required by the laws of the country where you live to be older than eighteen (18) years old in order to enter into a legally binding agreement then you must be the minimum age required by those laws to register. If you are at least sixteen (16) years of age, but under eighteen (18) years of age, you must present this Agreement to your parent or legal guardian, and he or she must click "AGREE" or "SIGN UP," as may be applicable, to enter into this Agreement on your behalf. We will require you to confirm your age, and/or that (if you are under eighteen (18) it is your parent or guardian that is entering into the Agreement on your behalf.
- 3.3 Children under sixteen (16) years of age may not register for the Site, nor may parents or legal guardians register on their behalf. If you are a parent or legal guardian entering this Agreement for the benefit of your child or a child in your legal care, be aware that you are fully responsible for the child's use of the Site, including all financial charges and legal liability that he or she may incur.
- 3.4 Registering as either an Artist or a Venue. Upon registering you will be required to provide us with:
- (a) your name;
 - (b) a valid email address;
 - (c) a password;
- 3.5 Registering as an Artist: please also see the additional information we will require in order for you to set up your Artist Profile as set out in the Terms for Artists which you can find here https://gigpig.uk/legal/gigpig_terms_artists.pdf.
- 3.6 Registering as a Venue: please also see the additional information we will require in order for you to set up your Venue Profile as set out in the Terms for Venues can be found here https://gigpig.uk/legal/gigpig_terms_venues.pdf.
- 3.7 You will also be asked to confirm as part of the registration process if you are registering as the principal – that is, as the Artist or Venue yourself – or as a

representative of the Artist or Venue – that is, for example, as an Artist’s manager or Venue’s representative and, if so, in what capacity you can act for the Artist or Venue.

- 3.8 If you register on behalf of an Artist or a group of Artists (including but not limited to as an Artist manager or as a member of an Artist group), you warrant that you have the Artist’s consent to register for the Artist and that you are authorised to act on behalf of the Artist.
- 3.9 If you register on behalf of a Venue you warrant that you have the Venue’s or group of Venues’ consent to the register for the Venue and that you are authorised to act on behalf of the Venue.
- 3.10 You will be asked to provide your email address and password each time you subsequently visit or try to access the Site. In addition, but in accordance with these Terms and Conditions and our Privacy Policy, we shall use this email address to contact you with information about the Site, your registration and/or your User Account.
- 3.11 Upon completing the Site's registration process you will receive access to your User Account. You are responsible for maintaining the confidentiality of your email address, password and your User Account and are fully responsible for all activities that occur under your email address, password or User Account. You agree to:
 - (a) immediately notify us of any unauthorised use of your email address, password or account or any other breach of security; and
 - (b) ensure that you exit from your User Account at the end of each session by logging out.

We will not be liable to you or any third party for any loss or damage arising from your failure to comply with this provision.

- 3.12 You are solely responsible and liable for all activity that takes place on your User Account, even if it is by some other person or entity.
- 3.13 We do not undertake checks or reviews of any User identities or information submitted as part of the registration process and we accept no liability whatsoever (however arising) for any User who registers an Account in breach of these Terms and Conditions.

4. **Fees and payments:**

- 4.1 We do not charge Artists any fees or payments to use the Site of for the Services we provide to Artists from the Site.
- 4.2 We do charge Venues our Venue Fees to use the Site and for providing our Services from the Site. Venues are required to pay the Venue Fees in accordance with this Clause 4 and our Terms for Venues (which can be found here https://gigpig.uk/legal/gigpig_terms_venues.pdf in order to access the Services.
- 4.3 Venue Fees are as advertised when a Venue registers its Venue Account with us. We reserve the right to amend or vary Venue Fees but if we do so we will post the details of any such changes on the Site’s home page. If there is any difference between these Terms and Conditions and the Venue Fees as stated during the Venue Account registration then the Venue Fees set out as part of that registration will take precedence.

5. **Booking Gigs:**

- 5.1 Venues and Artists may advertise themselves using the Site. Venues may provide details of a Venue's capacity to promote and hold Gigs, may create Gigs and advertise or promote both Gigs and the Venue using the Site.
- 5.2 Each Venue may access and view an Artist Profile. Each Artist may access and view a Venue Profile.
- 5.3 A Venue may contact an Artist via the Artist's Profile if the Venue wishes to engage the Artist for a Gig. Likewise an Artist may contact a Venue via the Venue Profile if the Artist wishes to perform a Gig at that Venue. Any contact by an Artist and/or a Venue does not constitute a contractual offer by the Artist and/or the Venue (as applicable) which is capable of acceptance. Either party may choose (but shall not be obliged) to respond to any such contact. Subject to this Clause 5, Artists and Venues may discuss and agree the terms for any Gig via either the Artist Profile or the Venue Profile (as they may agree between themselves).
- 5.4 **Gig Agreements are concluded and entered into solely as between the Artist and the Venue and the Artist should be aware that any Gig Agreement may include and incorporate the Venue Terms and Conditions. We do not promote, market, sell, hold, organise and/or otherwise have any dealings with or any connection to any Gig whatsoever. We are not involved in any discussions or agreements between an Artist and a Venue for a Gig. We do not monitor, have no input in and/or are not responsible for any Gig Agreement and/or Venue Terms and Conditions (or the terms thereof) and nor are we (impliedly or expressly) a party to Gig Agreements, Venue Terms and Conditions and/or any other agreement or arrangement between an Artist and a Venue for the holding, marketing, promoting or any performances at any Gig nor the obligations of an Artist and a Venue to each other or to any third party in respect of any Gig. To the fullest possible extent permissible by law, we expressly exclude any and all liability (of whatever nature and howsoever arising) for any and losses, damages and/or claims arising in connection with or as a result of any discussions or negotiations between Artist and Venues for Gigs, from or in connection with any live performance by an Artist at a Venue, from or in connection with any Gig Agreement or Venue Terms and Conditions, from or in connection with either an Artist or a Venue not complying with, respectively, the Artist's Profile or the Venue's Profile, from or in connection with any performance by an Artist at a Gig and/or any failure by an Artist to attend or perform a Gig and/or otherwise arising to an Artist, Venue and/or any third party in connection with and/or as a result of a Gig.**
- 5.5 **It is the Artist's and/or the Venues sole responsibility to ensure that the details of any Gig are kept accurate and up-to-date. It is solely the responsibility of the Artist to ensure that the Venue is a suitable venue for the Artist to perform a Gig. It is solely the responsibility of the Venue to ensure the Venue is fit for purpose for the Gig and to operate as a Venue, and does so in accordance with all relevant laws and regulations including (but not limited to) all health and safety regulations. To the fullest possible extent permissible by law, we expressly exclude any and all liability (of whatever nature and howsoever arising) for any and losses, damages and/or claims**

arising to an Artist, Venue and/or any third party in relation to the foregoing.

5.6 **We expressly do not warrant, represent or guarantee that the terms of any Gig Agreement, Venue Terms and Conditions or any other arrangement or agreement between an Artist and a Venue are fair, reasonable, valid, enforceable or legally binding or otherwise compliant with any laws or regulations. We do not offer any legal services or provide any legal advice in relation to Gigs, Gig Agreements, Venue Terms and Conditions and/or any other arrangement or agreement between an Artist and a Venue. To the fullest possible extent permissible by law, we expressly exclude any and all liability (of whatever nature and howsoever arising) for any and losses, damages and/or claims arising to an Artist, Venue and/or any third party in relation to the foregoing.**

5.7 **It is an Artist's and/or a Venue's sole responsibility to ensure a Gig Agreement, Venue Terms and Conditions and/or any other arrangement or agreement between an Artist and a Venue for a Gig meets the Artist's and/or the Venue's requirements. Artists and Venues are strongly advised to take independent legal advice in relation to all of the foregoing. To the fullest possible extent permissible by law, we expressly exclude any and all liability (of whatever nature and howsoever arising) for any and losses, damages and/or claims arising to an Artist, Venue and/or any third party in relation to the foregoing.**

6. Changes to the Terms and Conditions, Site and Services:

6.1 We may revise and amend these Terms and Conditions from time to time:

- (a) to reflect changes in, but not limited to, market conditions affecting our business, changes in technology, changes in payment methods and/or changes in operability and functionality;
- (b) only to the extent reasonably necessary to comply with any requirement under or change of applicable law or any regulatory requirements affecting rights and/or obligations arising from or connected with these Terms of Conditions; and/or
- (c) where we reasonably consider such changes are necessary to counter or otherwise deal with any threat or danger to Users including, without limitation, from viruses, malware, cybersecurity risks, fraud, breaches of data or confidentiality;

and after giving to you as much as advance written notice as is reasonably possible at the time and in the circumstances and the date upon which it is to be effective – except we shall be entitled to take such actions immediately in respect of any changes required under Clause 6.1(c) above. If such amendment materially prejudices your interests under these Terms of Use, you may notify us that you wish to terminate this Agreement and such termination shall be effective on the date upon which such amendment to these Terms of Use would otherwise be effective between you and us.

6.2 In addition, you acknowledge that from time to time during the Term we may apply upgrades to the Site and Services, and that such upgrades may result in changes to the appearance and/or functionality of the Site. We try to ensure that upgrades do not disable, delete or significantly impair the existing

functionality of the Site. However, we may, in our discretion, need to discontinue some features and functionality or make wider changes to these Terms and Conditions from time to time. If we do so, we will give you at least 30 days' notice, and you will have a right to request termination of this Agreement.

6.3 You will be bound by any updated Terms and Conditions in effect if you continue to use the Site or Services after the date they have been updated.

7. Intellectual property rights and indemnity:

7.1 We grant to you a personal, non-exclusive, non-transferable right to access and use the Site and the Services upon and subject to the terms of these Terms and Conditions. You may not use the Site and/or the Services for any other purposes than are set out in these Terms and Conditions.

7.2 The Site and/or the Services are provided subject to the following:

(a) you undertake you shall not (and shall not permit any other User or third party to) copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Site and/or the Services in whole or in part, except to the extent permitted by law; and/or

(b) if you are a Venue, payment of the applicable Subscription Fees and/or other applicable fees as may be set out in these Terms and Conditions.

7.3 We and/or our licensors own all intellectual property rights in and to the Site and/or the Services. Except as expressly stated herein, these Terms and Conditions do not grant you any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, designs, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Site, the Services or any related documentation.

7.4 You and/or any relevant third party licensor from whom you have acquired any rights in your Content own all intellectual property rights in and to your Content. You grant us a perpetual, non-exclusive, royalty-free licence to use your Content for the purposes of providing the Site and/or Services subject always to these Terms and Conditions. This licence is sub-licensable, assignable and transferable by us. This licence will therefore continue after your agreement with us ends and you stop using the Site, will allow us to licence your Content to other people or transfer that licence to a third party (though we will not sell Content to anybody other than if we sell or transfer our business to a third party), allows us to add elements to your Content (such as watermarks) and to make your Content available on the Site so that other Users can access and view it.

7.5 You waive any moral rights which you may have under any applicable law to any Content posted by you on the Site. This waiver does not affect in any way your ownership of any intellectual property rights in your Content which at all times remains with you so that you are, and remain, entitled to prevent any unauthorised copying of your Content.

7.6 You shall defend, indemnify and hold us, our Affiliates and their (and our) respective directors and employees harmless against any claims, actions, proceedings, losses, liabilities, damages, expenses and costs (including, without limitation, court costs and reasonable legal fees) arising out of or in connection with:

- (a) your use of the Site and/or Services;
- (b) claims from a third party that your Content infringes the intellectual property rights or other rights of a third party;
- (c) any breach of your warranties or representations under these Terms and Conditions or other laws or regulations.

8. Our warranties and obligations to you:

8.1 Subject to the remaining provisions in this Clause 8, we warrant (that is, legally promise) that:

- (a) during the Term we will provide the Site and/or the Services with reasonable due care and skill in accordance with these Terms and Conditions, and in compliance with such English law and regulation as is applicable to our supply of the Site and/or Services;
- (b) the Site and the Services (excluding your Content, which is your responsibility alone) shall not infringe any third party's intellectual property rights;
- (c) we have the authority and right to licence all rights to and in the Site and/or the Service as set out in these Terms and Conditions.

8.2 The warranties in Clause 8.1 do not cover or apply to failures or shortcomings in the provision of the Services caused by, arising out of or due to:

- (a) your or any User's connection to the Internet;
- (b) intellectual property rights of which we are not aware; or
- (c) accident, abuse or use of the Site and/or the Services in a manner inconsistent with these Terms and Conditions or resulting from events beyond our reasonable control.

8.3 Subject to Clause 8.2, if the Site and/or the Service does not meet the warranties in Clause 8.1, we will modify, improve or update the Site and/or Services to make them conform. This shall be your exclusive remedy for any breach of such warranties under this Agreement.

8.4 We shall have no liability under this Agreement for any breach of this Agreement, if any claim relates to:

- (a) your use (or use by Users) of the Site and/or the Services that is contrary to these Terms and Conditions;
- (b) any claim relating to your Content (such as but not limited to a claim that your Content infringes the rights of any third party); and/or
- (c) your use of the Site and/or the Services after notice of an alleged or actual infringement has been given to you by us or by any appropriate authority.

8.5 We will use reasonable endeavours to maintain the Site and/or the Services free of viruses but we do not warrant or represent that no viruses or other contaminating or destructive materials or elements will be transmitted to you or that your computer system will not be damaged or that defects will be corrected. Accordingly, we recommend that you have your own local

anti-virus, anti-spam and anti-spyware programs, that they are of good quality and that they are kept up to date. You are therefore advised to implement and operate your own commercially reasonable and up-to-date virus prevention precautions and measures when accessing the Site and/or the Services.

- 8.6 We do not warrant that the Site is compatible with all devices and operating systems. You are responsible for configuring your information technology, device, and computer programs to access the Site.
- 8.7 We do not warrant that the Site and/or the Services will be uninterrupted, error-free or entirely secure. We do not warrant that the Site and/or the Services will meet your requirements.
- 8.8 You agree and acknowledge that we are not responsible for the following:
- (a) approving or authorising User Content, or the views or opinions expressed by other Users in their Content which do not necessarily represent our views;
 - (b) rights in relation to Content, which can only be granted to you by the User posting or uploading such Content;
 - (c) if you or your identity is recognised by other Users viewing your Content;
 - (d) reviewing or moderating Content, as we do not control or modify any Content uploaded or posted to the Site. We may, but we are under no obligation to, monitor Content or to detect breaches of the Terms and Conditions (including, without limitation, the AUP);
 - (e) you taking, following or otherwise complying (or not doing any of these things) with comments, input, thoughts, instructions or other communications from other Users (which you do, or do not do, entirely at your own risk);
 - (f) we make no guarantees of any kind that Artists will generate or earn any particular level or amount of monies (whether by way of Venue Payments or otherwise) from their use of the Site and/or the Services.

9. Your warranties and obligations to us:

- 9.1 You warrant (that is, legally promise) you:
- (a) shall comply with the Terms and Conditions in accessing and using the Site, posting and uploading Content and in your dealings and interactions with other Users of the Site;
 - (b) shall comply with all laws, regulations, regulatory policies, guidelines or industry codes (and shall be responsible for obtaining all licences, clearances and consents) which apply to your use of the Service, and acknowledge that we are merely a provider of access to the Platform and accept no responsibility for your use thereof or compliance with applicable law or regulation or to any User (other than to the extent we are required by applicable statutory law);

- (c) shall not use the Service for any unlawful purposes and/or introduce any offensive, defamatory, illegal, infringing and/or obscene material via the Service;
- (d) shall not do, or omit to do, anything which disparages, defames or puts into disrepute us, our trade marks/trading names, goodwill, the Site and/or the Service; and
- (e) are fully entitled to enter into and grant all rights granted under this Agreement and that entering into this Agreement shall not in any way conflict with any of your existing obligations, either at the date hereof and/or throughout the Term.

10. Termination and suspension of your User Account / removal of your Content:

10.1 We may suspend your User Account and/or remove any of your Content if:

- (a) you and/or your Content do not comply with these Terms and Conditions (including, but not limited to, our AUP); and/or
- (b) we reasonably believe your use of the Site (including but not limited to any Content you upload, post or share using the Site) is in breach of, or we reasonably believe is likely to be in breach of, any applicable laws and regulations - which will include (without limitation) laws and regulations which govern financial transactions, money laundering, explicit and/or illegal sexual content, discrimination and/or so-called "hate activities" and/or the promotion and/or sale of alcohol, tobacco, narcotics, fire-arms or other regulated goods and/or services.

10.2 We will inform you using the email address you provided during registration if you suspend or delete your User Account and/or your Content.

10.3 We may investigate any such non-compliance and take such actions as we consider reasonably necessary including, without limitation, suspending, deleting and/or reinstating your User Account and/or Content. We will notify you in writing (using the email address you provided when registering for the Site) of any reasons why we have suspended your User Account and/or removed your Content.

10.4 If you wish to review our decision you can contact us at support@gigpig.uk.

10.5 We will not be liable to you for any loss or damages while we investigate any non-compliance nor as a result of any decision we take following such investigations.

11. Termination of this Agreement:

11.1 Without prejudice to Clause 10 above we may, at our sole discretion, terminate your agreement with us and your access to the Site:

- (a) on giving you 30 days prior notice (by email to the email address you provided during registration);
- (b) immediately if you have committed any serious or repeated breach of these Terms and Conditions;

- (c) immediately if we reasonably consider that in using your User Account and Content you are, or you may, cause harm or threaten us, the Site and/or any other User, or may cause loss or damage to our goodwill.
- 11.2 Following suspension or termination of your User Account and/or this agreement (as applicable):
 - (a) we will inform you by email to the email address you provided during registration;
 - (b) we may deal with your Content in any appropriate manner in accordance with applicable law (including, but not limited to, by deleting it) and you will no longer be entitled to access your User Account and/or Content.
- 11.3 While your User Account is suspended, any Venue Payments which would otherwise have fallen due or be due during the period of suspension will be suspended, and we may withhold all or any part of such Venue Payments due but not yet paid out in accordance with our Terms for Artists.
- 11.4 Any termination of this Agreement howsoever occasioned shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.
- 11.5 Following termination or expiry of this Agreement we may but shall not be obliged to retain your Content and User Data. If you want us to delete your Content from our servers at any time, you should contact us at support@gigpig.uk and we shall delete the same within 30 days of your written notice. Subject to applicable fees, if any, and applicable law, you may request a copy of certain of your User Data up to 30 days following termination or expiry of this Agreement by contacting us at support@gigpig.uk. You are responsible for keeping your own master copy of your Content.

12. **Links:**

- 12.1 Links to the Site: you may link to the Site's homepage but must only do so in a way that is fair and legal, complies with any terms and conditions of the site from which you are sending the link, does not suggest, state or imply any endorsement or approval by us in relation to such link (or the site from which the link is made), nor in any way that causes any damage to our name, goodwill or reputation.
- 12.2 Links from the Site: we are not responsible for any links to third party websites or platforms, services, resources or information provided on or made available through the Site. Accordingly, we make no warranties (that is, legal promises) and accept no liability (to the fullest extent permissible by law) regarding such third-party links, services, resources or information, including without limitation, warranties of fitness for a particular purpose, merchantability or non-infringement and will not be liable for your use of or reliance on such third-party services, resources or information. Such links are provided by us for your convenience only and you use them entirely at your own risk (and subject to any applicable terms and conditions of use of the third party website or platform concerned).

13. Deleting your User Account:

13.1 As an Artist: please follow the instructions in your User Account. Your User Account will be deleted within a reasonable time of your request but in any event within forty five (45) days thereafter.

13.2 As a Venue: please follow the instructions in your User Account. Your User Account will remain open while any outstanding Venue Payments are processed and/or until the end of any Venue Subscription Period after which your User Account will be deleted.

13.3 Following deletion of your User Account you will not be able to access the Site, your Content, any other User Content. Any subscriptions you may have signed up to will be deleted. We will confirm deletion of your User Account by email to the email address you provided as part of your registration.

13.4 Once deleted, User Accounts cannot be reactivated.

14. Loss, damage and limitations of liability:

14.1 This Clause 14 sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents and subcontractors) to you in respect of:

- (a) any breach of the Agreement; and
- (b) any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Terms and Conditions.

14.2 Except as expressly and specifically provided in these Terms and Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement. So that if these Terms and Conditions do not include any express warranty or provision from us then that warranty or provision cannot be implied under any law.

14.3 Nothing in this Agreement excludes our liability:

- (a) for death or personal injury caused by our negligence; or
- (b) for fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot be excluded by law.

14.4 We shall not be obliged to back up (or restore if it is damaged) your Content. Therefore, you undertake to back up (and restore if it is damaged) your Content as often as would be considered reasonably prudent to limit the risk of any data loss and you agree to take sensible precautions to minimise your loss. This may include backing up any locally held data that is also your Content.

14.5 We shall accept liability for reasonably foreseeable losses (that is to say losses that are, or should be, obvious to happen, or that you and we both thought likely to happen when we entered into this Agreement) arising as a direct result of breach by us of our statutory duty. However we shall not be liable where the causes or potential causes of the loss:

- (a) arose from the use of the Site and/or Services for purposes other than set out in the Terms and Conditions;
- (b) were reasonably foreseeable and preventable by you such as those arising from, but not limited to:
 - (i) virus damage; or
 - (ii) user inflicted problems such as those caused by failure to read and/or follow user instructions provided in writing or orally by one of our technicians.

14.6 In claiming against us for any losses you are expected to avoid such losses occurring and take reasonable precautions to avoid loss (such as contacting us promptly upon becoming aware of an issue).

14.7 Except for any claim, loss or liability that arises under Clause 14.3 above (which we cannot exclude or limit), our total aggregate liability to you arising under or in connection with this Agreement or otherwise (whether in contract, tort, including negligence or otherwise, or for breach of statutory duty, and whether foreseeable or not) will not exceed the following amounts:

- (a) if this liability arises to you as a Venue: the lower of (i) one hundred percent (100%) of any Venue Fees paid by you in the twelve (12) month period preceding the date upon which the claim arose; or (ii) one thousand pounds (£1,000); or
- (b) if this liability arises to you as an Artist: one thousand pounds (£1,000).

14.8 We will not be liable under this Agreement for indirect, special or consequential losses or loss of profits, revenue, goodwill, reputation, anticipated savings, loss of profits, loss of data or information, including any Content or any other form of indirect or consequential loss or damage.

14.9 In the event of any breach of the warranties we give in Clause 8.1 your exclusive remedy and our only obligation and liability to you shall be as set out in Clause 8.3.

14.10 If our performance of our obligations under this Agreement is prevented or delayed by any act or omission of you, your Affiliates, agents, subcontractors, consultants or employees, or Users we shall not be liable for any costs, liabilities, charges or losses sustained or incurred by you or your Affiliates that arise directly or indirectly from such prevention or delay.

15. **Confidentiality:**

15.1 Both you and we may be given access to the other's Confidential Information in order to perform our respective obligations under this Agreement. That Confidential Information shall not be deemed include information that:

- (a) is or becomes publicly known other than through any act or omission of either your or us; or
- (b) was in yours or our lawful possession before the disclosure without obligation of confidentiality; or
- (c) is lawfully disclosed to you or us by some other person or entity without restriction on disclosure; or

- (d) is independently developed by the you or us without reference to the Confidential Information and which independent development can be shown by written evidence; or
 - (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 15.2 Both you and we shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than for the purposes of the Agreement.
- 15.3 Both you and we shall take all reasonable steps to ensure that the other's Confidential Information to which you or we have access is not disclosed or distributed to any third party save as may be permitted in these Terms and Conditions, and shall cooperate with the other to help regain control of the Confidential Information if it is lost, and prevent further unauthorised use or disclosure of it.
- 15.4 We may, during the duration of the Agreement and for at least three (3) years thereafter maintain records ("**Records**") of all material information relating to this Agreement.
- 15.5 Notwithstanding yours and our obligations of confidence to each other, you and we may disclose your Confidential Information if required to do so by:
 - (a) any applicable law;
 - (b) for us if any competent regulatory authorities wishes to audit or investigate the Records; and/or
 - (c) a court.
- 15.6 Each of us will notify the other as soon as reasonably possible of any formal request by such an authority. You agree that we are authorised to provide all such records and information, upon advance notice to you if feasible and allowed by law, when formally required to do so by an authorised governmental agency.

16. Client content, data protection and information security:

- 16.1 You shall own all rights, title and interest in and to all of your Content and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of it (we are under no obligation to review, edit, clip, moderate or otherwise consider your Content or User Data).
- 16.2 You and we shall comply with our respective obligations in respect of User Data and the processing of personal data, as derived from applicable law.
- 16.3 We shall use our reasonable commercial endeavours to safeguard User Data from unauthorised or unlawful processing, or accidental loss, destruction or damage by complying with our own internal information security policies.

17. Force majeure:

- 17.1 Provided we have complied with the provisions of Clause 17.3, we shall not be in breach of the Agreement nor liable or responsible for any failure to perform, or delay in the performance of, any of our obligations under the

Agreement that is caused by events outside our reasonable control ("**Force Majeure Event**").

17.2 Our performance under the Agreement is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period.

17.3 We will use our reasonable commercial endeavours to mitigate the effect of any Force Majeure Event and to carry out our obligations under the Agreement in any way that is reasonably practicable despite the Force Majeure Event and to resume the performance of our obligations as soon as reasonably possible.

18. General Terms:

18.1 You may not assign or sub-contract the Agreement or any rights and obligations thereunder without our prior written consent. We may assign the Agreement to our Affiliates.

18.2 If you or we fail to enforce any of our respective rights under this Agreement, that failure will not prevent us from enforcing those rights then or in the future.

18.3 If any clause or term of these Terms and Conditions is found by a court of competent jurisdiction to be unenforceable, that clause or term will be enforced to the fullest extent that it can be (if at all), but the remainder of these Terms and Conditions will continue in full force and effect.

18.4 Other than our Affiliates, no other party (other than you or us) has any right or benefit under, or right to enforce, the Agreement.

18.5 These Terms and Conditions (including any Schedules) form and are the sole and entire agreement between us regarding the subject matter of the Agreement. They supersede and/or replace all previous agreements, representations and arrangements between us (either oral or written) with regard to the subject matter of the Agreement.

18.6 You and we have entered into this Agreement as independent contractors.

18.7 This Agreement, and these Terms and Conditions, are governed by and construed according to English law and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales in relation to any dispute arising therefrom, including both contractual and non-contractual disputes.

18.8 Other terms which form part of this Agreement: certain other Terms forming part of the Terms and Conditions will also apply to you and form part of your agreement with us. These may include the following:

- (a) Terms for Artists https://gigpig.uk/legal/gigpig_terms_artists.pdf;
- (b) Terms for Venues https://gigpig.uk/legal/gigpig_terms_venues.pdf;
- (c) Acceptable Use Policy https://gigpig.uk/legal/gigpig_acceptable_use.pdf;
and
- (d) Privacy and Cookie Policy https://gigpig.uk/legal/gigpig_privacy_cookie_policy.pdf.

If there is any conflict between the above Terms and these Terms for all Users then these Terms for all Users will apply to the extent of the conflict.