

Woov TERMS & CONDITIONS for Hosts

Version 1.0, valid from 25th September 2020

When you choose to make an account and use our Services you enter into an agreement with Woov B.V. These Terms & Conditions (Terms) apply to the relationship between Woov and its Hosts for any use of the Woov Website, App, Host Dashboard (the Services) and act as the basis of the contractual relationship between the person who uses the Services (Host, User, you) and the company Woov B.V. (Woov, we). Woov offers the use of the Woov Services under the condition that Host accepts these Terms.

When you create an account, we will ask you to agree with our Privacy Policy. Our Privacy Policy can be viewed on our website www.woov.com/privacy and via your profile settings in the app after installation.

Woov is the exclusive owner of all (intellectual property) rights in this software and all its accompanying documentation, including, but not limited to, copyright and trademarks. Woov asserts all legal and moral rights under any jurisdiction.

Age limitations

You must be at least 18 years old to create a Host Account on Woov. By creating an account and using the Service, you guarantee that:

- you can form a binding contract with Woov
- you will comply with these Terms and all applicable local, state, national and international laws, rules and regulations.

Our services

Woov provides a set of product features that will allow live music content creators to present streaming content in a digitalized festival environment. Woov provides a specialized and social live music platform for music industry creators to maintain contact with their fans whilst providing turnkey business models for Hosts to generate revenues.

Your Account

In order to use Woov, you create an account with your phone number and basic set of details. If you do so, you authorize us to collect and process certain information. For more information regarding the information we collect from you and how we use it, we strongly advise you to read our Privacy Policy www.woov.com/privacy.

You are solely responsible for all activities that occur under your account. If you think someone has gained access to your account, please immediately contact support@woovapp.com.

Your Events and Products

When creating an Event through the Host Dashboard you must provide complete and accurate information (such as general information, time and date, line-up and artwork). You are responsible for keeping your Event information up-to-date at all times.

For your Event you may, at a certain point, be enabled to sell Products to your fans. You are solely responsible for setting a price (including any Taxes if applicable) for your products. If you cancel a confirmed Event, the users will receive a full refund of the Total Fees for such products

The placement and ranking of Events in search results or discovery on the Woov Platform may vary and depend on a variety of factors.

Payments

As a host you will be able to sell Products to your fans via our Services. In order to make this as easy as possible, we handle payments issues such as fraud, chargebacks and resolution of payments disputes. We try to provide timely access to your funds, but you may occasionally experience delays in

accessing your funds. We may also block or hold payments for violations of our policies or for compliance reasons, including collecting tax reporting information. When payments are delayed or blocked we try to communicate the reason to you promptly. If you have questions about a payments block, please reach out to us. In order to protect hosts, we may block users' payments if we believe them to be fraudulent.

As a Host you are solely responsible for determining your obligations to report, collect, remit or include in your Product Fees any applicable VAT or other indirect sales taxes ("Taxes").

Rights Woov grants you

By using our Services, you receive a limited, non-exclusive, non-commercial license to use our Host Dashboard. By no means is our software, its source code, a copy of it or any rights attached to any of the aforementioned, transferred or sold to you. This license is limited and by using the Host Dashboard you agree not to:

- modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Host Dashboard including, but not limited to, the software, content and source code of the Host Dashboard, or cause others to do so.
- copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, images, trademarks, trade names, service marks, or other intellectual property, content or proprietary information accessible through the Host Dashboard without our prior written consent.
- use any robot, bot, spider, crawler, scraper, site search/retrieval application, proxy or other manual or automatic device, method or process to access, retrieve, index, "data mine," or in any way reproduce or store the content of the Host Dashboard.
- use, access, or publish the Host Dashboard programming interface without our written consent.
- use the Host Dashboard in any way that could interfere with, disrupt or negatively affect the Host Dashboard or the servers or networks connected to the Host Dashboard.
- upload viruses or other malicious code or otherwise compromise the security of the Host Dashboard.
- encourage or promote any activity that violates these Terms.
- express or imply that any statements you make are endorsed by Woov.

Platform rules

By using the Services, you agree that you will not:

- Make available or sell any products that are illegal or forbidden – either directly or via our services -, or to which you do not possess the rights to sell them. An overview of forbidden items can be found [here](#).
- use the Service for any purpose that is illegal or prohibited by these Terms.
- spam, solicit money from or defraud any Users.
- impersonate any person or entity or post any images of another person without his or her permission.
- bully, "stalk," intimidate, harass or defame any person.
- solicit passwords for any purpose, or personal identifying information for commercial or unlawful purposes from other Users or disseminate another person's personal information without his or her permission.
- use another User's account.
- create another account if we have already terminated your account, unless you have our permission.

Sharing and Broadcasting (Streaming) content

Hosts may upload and contribute content to the Services, such as the name– dates- and artists of their events, photos, messages and comments. Furthermore you may connect your streaming server to the Woov Services in order to broadcast your musical performances to other Users of the Woov Services. When you upload or stream content, you guarantee that you possess all the necessary rights to use and upload that content, such as copyright and privacy rights, and that your content does not violate rights of third parties, applicable laws and agreements. You agree not to upload or stream any discriminatory, pornographic, violent or any other offensive content to our Service. We can be notified

that the content or information is unlawful, violating these Terms or is otherwise inappropriate. If we find that content violates any rights, laws or agreements, we may at our sole discretion, and without prior notice to the relevant Host, disable access to such content, delete such content and/or delete the account of the Host responsible for uploading or streaming such content.

When we are notified by Users or third parties of a violation of their rights or of applicable laws or agreements in uploaded content we will investigate their claim and take appropriate action depending on our findings. This may also include the aforementioned measures.

Third Party Services

The Service may contain advertisements and promotions offered by third parties and links to other websites or resources. Woov is not responsible for the availability (or lack of availability) of such external websites or resources. If you choose to interact with the third parties made available through our Service, such parties' terms will govern their relationship with you. Woov is not responsible or liable for such third parties' terms or actions.

Disclaimer

Woov provides its Host Dashboard on an "As Is" and "As Available" basis. To the extent permitted by applicable law, Woov grants no warranties of any kind with respect to the Host Dashboard – including all content herein. Woov does not guarantee that (the use of) the Host Dashboard will be uninterrupted, secure or error-free or that content in the Host Dashboard will be accurate and correct. Woov takes no responsibility for any content that you or other Users or Third Parties post, send or receive through the Host Dashboard.

Limitation of liability

In no event shall we be liable for any damages (including, without limitation, damages for loss of data or profit or due to business interruption) arising out of the use or inability to use our Services, whether foreseeable or not and even if we or an authorized representative of us has been notified orally or in writing of the possibility of such damage.

The use of our Services is at your own risk. We are not liable for any content uploaded to our platform by either Hosts, Users or third parties. We do not accept liability for any information provided by you that proves to be false, incorrect, incomplete or not up-to-date, including, but not limited to, information about your age, gender, origin and location.

Nothing in these Terms & Conditions shall exclude or limit our liability when it cannot be excluded or limited under applicable law.

Infringement and indemnification

You agree to be solely liable for any infringements to third party's rights as a result of using our Services. You fully indemnify us when we would be involved by a third party in a claim that is the result of your using of our app and services. This includes all costs in order to legally defend ourselves to claims of third parties, both in court and extrajudicial, as well as any direct and indirect damages - loss of profits, interruption of business and reputational damages included - arising out of or as a result of these claims.

Termination

We may at any time, at our sole discretion, for no reason and without prior notice, terminate or suspend this agreement. Upon termination of the agreement you are obliged to cease the use of our software immediately and uninstall all components of our software.

Changes

We may adjust these Terms from time to time. You will be notified of any material changes in these Terms via the App. Before the new Terms will come into effect you will have to accept them. If you do not agree to the new Terms, this unfortunately means that you will have to stop using your account. The new Terms will replace any foregoing agreements between Woov and its Users.

Promotions

Occasionally we may offer you the chance to participate in special promotions through the Host Dashboard. Special promotions may be governed by separate terms and conditions. If the provisions of a special promotion's terms and conditions conflict with these Terms, those separate terms and conditions shall prevail.

Severability

Our failure to enforce any right or provision of these Terms may not be considered a waiver of those rights. Should any provision of these Terms be held invalid or unenforceable for any reason or to any extent in any jurisdiction, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions, and the application of that provision shall be enforced to the extent permitted by law.

Governing law and jurisdiction

These Terms are governed by Dutch law. Unless otherwise required by a mandatory law of any jurisdiction, any dispute concerning these Terms, its execution and its interpretation shall be issued and adjudicated exclusively by the district court of Amsterdam, The Netherlands.

Contact

For any questions or help, please contact us on support@woovapp.com

Or via mail:

Woov B.V.
Overhoeksplein 31-14b
1031 KS Amsterdam
the Netherlands