



Gigworks Terms and Conditions

Every activity of the **Gigworks GmbH, Invalidenstr. 34, 10115 Berlin, AG Berlin HRB 182914** (hereafter Gigworks) is based on the **Terms and Conditions** (hereafter also T&C) below, which are made known to all customers of Gigworks, and Users of the internet platform www.gigworks.com, via this page, and which are accepted by said Users.

1. Introduction

1.1. Gigworks considers itself an intermediary between Artists and Venues (hereafter “Vendors”) and private or professional Event Organizers, as well as Venues (hereafter “Clients”). Collectively, Vendors and Clients constitute Gigworks’ Users, (hereafter “User” or “Users”). In addition, Gigworks may offer the artist and event organizers certain additional services. Gigworks aims to provide users of this portal with minimum standards for the reliability and quality of both artists and Gigworks services.

1.2. Definition of terms:

- (a) **“Artist”** means solo musicians, music bands, as well as any other individuals or groups performing artistic acts of any kind for hire.
- (b) **“Venue”** means any location that can be rented for the purpose of hosting an event of any kind, be it private or professional in nature. In addition, venues can also organize their own events and book artists, thus making them both a potential Vendor and Client.
- (c) **“Vendor”** means both Artist + Venue or any entity providing services.
- (d) **“Private event organizer”** means any person or entity organizing an event for leisure purposes without any commercial intent of generating revenue, either for themselves or third parties.
- (e) **“Professional event organizer”** means any person or entity organizing an event for commercial purposes with the intent of generating revenue, either for themselves or third parties.
- (f) **“Client”** means both Private event organizer + Professional event organizer or any entity purchasing services.

1.3. Gigworks makes available an online marketplace (hereafter also “internet & social platform”) to Users, on which Vendors can create profiles to present themselves and their services and venues, and Clients can search for, and hire, Vendors for their events. In addition, our internet platform allows Vendors and Clients to contact each other to arrange for engagements.

1.4. Gigworks itself does not render any services in connection with any Vendor’s performance itself. While Gigworks offers contract templates that can be used by Vendors and Clients to guide their negotiations, any resulting contract is exclusively between Vendor and Client. Furthermore, these

contract templates are only examples and should, under no circumstances, be considered as binding, or constituting legal advice. Gigworks is not liable for any mistake or lack of clarity in these templates.

- 1.5. All Vendors on our internet & social platform are rendering their services on their own account, and are only bound by the parameters set by the other party (Vendor or Client) and the common technical rules.

2. Registration

- 2.1. Before using our online marketplace, every User must complete the registration process. Registering an account is free.
- 2.2. To set up an account, the User, or their legal representative, must at least be eighteen (18) years of age. Adolescents who are older than fourteen (14) years but have not yet reached the age of eighteen (18) require permission from their legally recognized guardians or representatives.
- 2.3. Gigworks will immediately block any account that gives us a cause to believe the associated User is violating the age restrictions set out under section 2.2.
- 2.4. When setting up an account, every User has to enter a valid E-mail address (which will also function as their Username), a password, their full legal name, date of birth, residential- or business address, nationality, and Tax ID.
- 2.5. After registering on our internet platform, the User has completed setting up his account and can create his profile. However, the profile will only become publicly visible once User has activated his profile by clicking on an activation link that will be sent to them at the e-mail address they entered on their registration form & filling all data & media required as indicated in the My Account area.
- 2.6. By registering on our internet platform, the User will accept these Terms and Conditions as binding, and recognize them as the only Terms and Conditions that apply to their contractual relationship with Gigworks. Any divergent Terms and Conditions on the side of the User are excluded from this agreement and will not apply even if Gigworks does not expressly reject them. With this step, the registration is officially complete.
- 2.7. There is no legal right to an account-registration for Vendors or Clients.
- 2.8. Users are required to keep their personal information up-to-date at all times. Furthermore, Users have to prevent unauthorized third parties from accessing their log-in information, and to keep said data confidential. Users have to notify Gigworks as soon as possible if there's reason to believe that the log-in information to their account has been compromised in any way. Gigworks will lock compromised account instantly without any further inquiry to prevent damage to the User data.
- 2.9. Gigworks offers the possibility to:

- (a) Cancel or delete account (all Users);
 - (b) Freeze account (Available only in Phase 2 of platform) (Username is saved until reactivation) (all Users except paid Users – Pro and Premium);
 - The account will be active, but removed from circulation throughout the Gigworks platform. Fees will not be charged during this period, however, will resume once the account is unfrozen.
 - Free Users can freeze their account an unlimited time period.
 - (c) Freeze account (Available only in Phase 2 of platform) (paid Users – Pro and Premium)
 - Paid Users (Pro and Premium) may Freeze their account up to a maximum of 12 months. The first 3 months of this period will be frozen for free. For the following 9 months, Users will be charged 5 euros every month. Freezing an account does not negate or withdraw User's financial obligation to any prepaid services previously contracted.
 - (d) Upgrade account (Vendors only);
 - (e) Downgrade account (Vendors only)
- 2.10** Gigworks reserves the right to restrict access, ban IPs, ban email addresses, or deny use of service if we are unable to verify or authenticate any or all of the information you provide to us.

3. General obligations of the Users and special provisions for the use of the Gigworks platform

3.1. The User is obliged

- 3.1.1.** to provide only true and non-misleading information, and to use its common name and no pseudonyms or pseudonyms, except artists, which are well known under their stage name;
- 3.1.2.** may only register 1 account Type per Talent or Venue. Example: if you own a restaurant, you may not create 5 separate accounts for the same restaurant to increase promotion over a competitor who has 1 account. Data provided to Gigworks is ensured by user that it is the user's own data.
- 3.1.3.** to use as a profile picture in the User profile only such a photo on which the User is clearly visible. The User ensures that the public reproduction of the profile photo submitted by him on the Gigworks websites is permitted under applicable law. The use of photos or images of other or non-existent persons or other creatures (animals, fantasy creatures, etc.) or logos as a profile picture is not permitted.
- 3.1.4.** to comply with applicable law and all rights of third parties in the use of Gigworks and the content on the Gigworks websites. In particular, the User is prohibited from:
 - (a) Use of offensive or libelous content, whether that content involves other Users, Gigworks employees or any other person or entity;

- (b) Use of pornographic, violent, abusive, immoral or youth protection laws infringing content or application, offer and / or distribution of pornographic, glorifying violence, abusive, immoral or youth protection laws infringing goods or services;
- (c) unreasonable harassment of other Users, in particular by spam (see § 7 Gesetz gegen den unlauteren Wettbewerb - UWG);
- (d) Use of content protected by law (e.g. copyright, trademark, patent, registered design or utility model law) without being entitled to or advertising, offering and / or distribution of legally protected goods or services, also without to be entitled to; or
- (e) Making or promoting anti-competitive activities, including progressive customer advertising (such as chain, snowball or pyramid schemes);

3.1.5. refrain from the following harassing acts, even though they should not specifically violate any law:

- (a) Sending chain letters;
- (b) Implementation, promotion and promotion of structural distribution activities (such as multi-level marketing or multi-level network marketing); as
- (c) Making suggestive or sexual communication (explicit or implicit).

3.2. The following actions are prohibited to the User:

3.2.1. Use of mechanisms, software or scripts in connection with the use of Gigworks websites. The direct or indirect application or dissemination of such mechanisms, software or scripts is also prohibited. However, the User may use, advertise or distribute Gigworks-authorized interfaces or software;

3.2.2. blocking, overwriting, modifying, copying, except as required for the proper use of Gigworks;

3.2.3. distribution and public communication of the contents of the Gigworks websites or other Users, except for such distribution and communication to the public within the framework of the respective Gigworks application or the other User has consented to the distribution and public communication; and or

3.2.4. any action that is likely to affect the functionality of Gigworks Infrastructure, in particular to unduly burden it.

3.3. Gigworks shall not be obligated to provide User-provided data and / or information to other Users if such data and / or information is inconsistent with items 3.1 and 3.2. Gigworks shall be entitled to remove unauthorized data and / or information from the Gigworks websites without prior notice to the User in accordance with sections 3.1 and 3.2.

4. Termination and blocking for good cause

- 4.1.** Even in the event of special provisions of term and termination, both parties – Gigworks and the User – have the right to terminate the contractual relationship at any time without notice if there is good cause. An important reason for extraordinary termination exists if the continuation of the contractual relationship until the end of the statutory notice period for the terminating party taking into account all circumstances of the individual case and weighing the interests of both parties is not reasonable. Important reasons are for Gigworks in particular the following events:
- (a) non-compliance by the User, in particular, any attempt by the user to circumvent the commission claims of Gigworks; or any fees owed to Gigworks;
 - (b) violation of the User's contractual obligations;
 - (c) the reputation of the services offered on the Gigworks websites is significantly affected by the presence of the User (e.g. if, after the User has been registered, the User is convicted of an intentional crime and acquaints other Users with this conviction) is);
 - (d) the User promotes associations or communities - or their methods or activities - that are monitored by security or child protection agencies;
 - (e) the User harms one or more other Users; or
 - (f) the User is a member of a sect or a controversial religious community in Germany or elsewhere.
- 4.2.** In the event of good cause under clause 4.1, Gigworks may impose the following sanctions on the User, regardless of termination in accordance with clause 4.1:
- (a) deletion of content that the User has placed;
 - (b) blocking access to the services Gigworks provides or blocking individual applications; or
 - (c) Statement of a warning.
- 4.3.** The User's right to reimbursement of fees already paid in advance upon termination is excluded, unless the User terminates due to good cause assignable to Gigworks. In any of the following cases, the User's right to repayment of fees already paid in advance is excluded:
- (a) Gigworks terminates the contract for good cause; or
 - (b) Gigworks blocks the User's access in accordance with Section 4.2.
- 4.4.** The termination of the contract with Gigworks by Gigworks or the User according to 4.1 does not affect the contractual relationships and the resulting obligations between Vendors and Clients.

5. Cancellation Policy between Vendors and Gigworks

User may cancel services at any time under “My Account” section on Gigworks platform. The cancellation date is the ending of the billing cycle that the User signed up for. For example: If User signed up on Jan 1, 2019 for 1 year of service, the end billing cycle will be Dec 31, 2019, even if the cancellation was requested

on June 30, 2019. Gigworks will bill for the remaining term unpaid period. No refunds or credits will be provided.

6. Usage Contract Gigworks - Vendor

- 6.1. Registration of an account on our internet platform is free.
- 6.2. In addition to the free accounts Gigworks also offers paid accounts that give Vendors additional promotional tools, services, and a more favorable commission structure. Paid-account features can be viewed in “Memberships and Pricing” page at <https://www.gigworks.com/Memberships&Pricing>.
 - **Free:** Promotion is set at average number of impressions throughout the site.
 - **Pro:** Higher promotion rate, only guarantees a certain amount of impressions to be greater than Free plan but less than Premium category for user’s talent.
 - **Premium:** Highest promotion rate, only guarantees a certain amount of impressions to be greater than Pro and Free category for user’s talent.
- 6.3. Free-Account features can be viewed in “Memberships and Pricing” page at <https://www.gigworks.com/Memberships&Pricing>.
- 6.4. Free accounts can be terminated by the Vendor, or Gigworks, without giving reasons within four weeks after giving notice to the opposite party. Unless under extraordinary circumstances, GW can terminate immediately.
- 6.5. By activating a paid account, as well as using additional services offered by Gigworks, the Vendor agrees to pay the associated fees & applicable taxes listed in our “Memberships and Pricing” page at <https://www.gigworks.com/Memberships&Pricing>.
- 6.6. Gigworks and Vendors have the right to cancel paid accounts at any time and for any reason within four weeks after giving notice to the opposite party.
 - 6.6.1. If a paid account is canceled by Gigworks, any unused remaining balances on the account will be refunded to Vendor, unless the cancellation is based on Vendor’s breach of this agreement. If Vendor cancels their account without cause, no such right to a refund exists, the Vendor will be refunded in case Gigworks is liable for the cause. If the User prepaid for services, the cancellation date will be at the end of the billing period currently paid for or contracted for.
 - 6.6.2. Paid accounts (Pro and Premium) require subscription of a minimum of 3 months, which will be automatically renewed at the end of each billing cycle.
- 6.7. The minimum subscription length for a paid Vendor-account is 3 months. It will automatically be renewed unless cancelled or downgraded by Vendor via E-mail or postal letter, or directly under “My

Account” section, within one month prior to the end of the subscription day. For accounts with an annual subscription, the subscription will extend for another year unless canceled or downgraded by the Vendor within one month prior to the end of the subscription.

- 6.8** Vendor can downgrade his/her paid account at any time by going to the “Plans and Memberships” area under the “My Account” section or by emailing Support@Gigworks.com. Downgrades will take effect at the end of the current billing cycle. Upgrades will be automatically implemented once the payment is processed by the User.

Example:

1st Application or Booking date of gig (whichever is earliest): January 4

2nd Application or Booking date of gig (whichever is earliest): January 15

Your billing cycle for plan service: Jan 28

Gig Performance date: Feb 2

For Upgrades:

If you upgraded on Jan 10th from Free (20% commission) to Premium (10% commission), the commission of Premium will be applied only to the 2nd application. You will be billed the full Premium service plan fee.

For Downgrades:

If you downgraded on Jan 12th from Premium (10% commission) to Free (20% commission), the downgrade will take effect on Feb 29th as downgrades require a 30 day notice. Exception: if this is in a multiple month contract, then downgrade will occur after the current billing cycle contract is complete.

- 6.9** If a Vendor books a Gig and downgrades their membership level at any point in the time period between booking and performing the gig, the fee structure (including Gigworks commissions of the current level membership) at the time of booking will apply. (View example above.)
- 6.10** If a Vendor closes their account, any pending applications for Gigs will be deleted. Any outstanding contracts or paid gigs are still bound by Gigworks’ T&C. Any user found abusing this clause to prevent a commission paid to Gigworks constitutes as an immediate banning from the platform (see 4.1 (a)).
- 6.11** Vendors are forbidden from directly, or via hints, encouraging Clients and other site visitors to circumvent Gigworks in order to book them or their venues for gigs. Vendors must respond within 48 hours to all messages from the Client.

6.11.1 Inbox: All direct communication between Client and Vendor should go via the Dashboard - Inbox to keep both parties protected in case of a Dispute.

Penalties associated with breaches of this clause are:

(a) First violation:

- Commission on gig that is due to Gigworks plus
- Contractual penalty of three times this commission

(b) Second violation:

- Commission on gig that is due to Gigworks plus
- Contractual penalty of five times this commission

(c) Third violation:

- Commission on gig that is due to Gigworks plus
- Contractual penalty of eight times this commission

7 Usage Contract Gigworks - Client

Registration of an account on our internet platform is free for Clients. Free accounts with free profiles can be terminated by the Client, or Gigworks, any time without giving reasons.

8 Contract Vendor - Client

8.1 Gigworks acts as an intermediary between Vendor and Client, thereby enabling them to enter into a contract for the performance of artistic services or spaces. Parties to that contract are only the Vendor and Client.

8.2 On its internet platform, Gigworks makes several means available through which Vendor and Client can get in contact with each other.

Vendor and Client can use the internet platform to post the kinds of services or venues they offer, as well as their prices. Based on those offered services or venues, the Vendor or Client can get in touch with each other to request a quote. A valid contract only exists when one party accepts the other party's offer.

8.3 Gigworks does not become a party to the contract or other forms of agreements between Vendor and Client, nor is Gigworks in any form involved in the negotiations between Vendor and Client nor in the performance of the services arranged for in the contract.

8.4 Gigworks also bears no responsibility for any (tax) legal obligations that may arise from the contracts between vendor and client. Any obligation to pay taxes or duties must be checked by the vendor or client as their own responsibility.

- 8.4.1 German clause: “Als Berechnungsgrundlage der von Gigworks GmbH erhobenen Vermittlungs- bzw. Transaktionsgebühr dient das vereinbarte Entgelt vor Abzug etwaiger zu leistender Beiträge zur Künstlersozialkasse sowie vor Abzug etwaiger Quellensteuern, die aufgrund gesetzlicher Bestimmungen abzuführen sind, insbesondere die im Steuerabzugsverfahren nach § 50a EStG erhobene Quellensteuer.“
- 8.5 In making contractual agreements, Vendor and Client can avail themselves of modular contractual templates that are provided by Gigworks, and which can be selected and modified at the Vendor’s and Client’s discretion. Gigworks is not making any warranties as to the completeness of the contractual templates, their correctness, or for any legal consequences arising from the use of said templates. Their only purpose is to function as a general guide to Vendor and Client to allow them to consider possible areas of negotiation. The contractual templates, in no way to replace the professional advice of a lawyer. Furthermore, it is up to the Vendor and Client to modify the templates and/or add clauses at their own discretion.
- 8.6 Vendor and Client are obligated to not violate any known laws in their contractual agreement. Furthermore, they have to respect privacy laws, as well as the personal rights of third parties. All necessary licenses and permissions must be provided during negotiation, and signing of, the contract.
- 8.7 Gigworks will not assume any liability in connection with aforementioned contracts. Gigworks will furthermore not be liable for any issues related to the services or performances rendered by the Vendor or Client.
- 8.7.1 Alternatively, if the Client is not satisfied with the performance of the Vendor, they may dispute payment and provide the Vendor with detailed feedback on what they believe was unsatisfactory. The Vendor must provide, and be given the chance to provide a response based on detailed feedback from the Client;
- 8.7.2 If the Client does not either:
- i) leave feedback for the Vendor, nor
 - ii) dispute payment, the funds held in the Escrow Account will be automatically released on their behalf to the Vendor as payment within 48 hours of the start time of the gig.
- 8.7.3 If the funds held in the Escrow Account are not disputed, GIGWORKS and the Vendor will be entitled to assume that the Client is satisfied with the gig and does not have a dispute of any kind in relation to the gig.
- 8.8 The contract between Vendor and Client, as well as all information and warranties it is based on, will be viewable for them on our internet platform immediately after signing of the contract. Vendor and Client are responsible for archiving the aforementioned information and warranties on an

independent data storage medium for evidentiary or bookkeeping purposes. Gigworks will not store contracts or make them accessible later on.

8.9 Gigworks encourages the Client and Vendor to resolve any disputes regarding payment, performance, delivery between themselves. If there are irreconcilable discrepancies between the Vendor and the Client, they can jointly ask Gigworks to mediate. In this case, the decision of Gigworks is binding and final.

8.10 Penalties for Breach of a Contract between Vendor and Client mediated by Gigworks:

- If the gig is canceled due to Client related reasons, the Vendor is eligible to receive 100% of his fee, except if the Client has canceled the gig in time to only be responsible for partial payment (see Vendor cancellation-fee schedule).
- If Vendor is prevented by local ordinances, without fault of his own, from performing, he/she is still due the full booking fee.
- If the Vendor does not fulfill his duties under the contract due to his own fault, he will have to reimburse the Client 100% of the booking fee less any fees to be compensated to Gigworks, including but not limited to, such fees as non-refundable processing fees & gig commission fees. Not appearing on time for a gig is one such reason. This does not preclude the Client to seek additional damages, nor does it prevent the Vendor from proving that the damage to the Client was less-than-claimed.
- If the Vendor is indisposed due to illness, Vendor must immediately has to notify the Client and provide a doctor's certificate within 48 hours of notification. In case of a proven illness, both parties are relieved of their contractual duties. The Vendor is, however, responsible to assist the Client with finding a suitable substitute to the best of his/her abilities, although the Client will have the final say about the suitability of a proposed substitute.
- *Force majeure*: In case of *force majeure* (Weather, cessation of public transportation services, strikes), both parties are relieved from their duties under the agreement. There is no duty for compensation for any incurred losses.

9 Cancellation Policy

9.1 Terms and conditions:

- (a) Refund:** refers to a return of funds back to payment method used to pay for services, less cancellation processing fee. ALL users requesting refunds must go through KYC (Know Your Customer) process through MangoPay.
- (b) Gigworks Cancellation Policy:** supersedes any and all User cancellation policies.
- (c) Gigworks Transaction Processing 4% Fee** is nonrefundable (this fee allows Gigworks to manage the platform and provide the User with outstanding service).

9.2 Disputes

9.2.1 The Client agrees that they will not file a dispute or seek a reversal of payment through their credit card provider, bank, PayPal, or any other means by which service was paid for. Attempts to seek a refund in this way will lead to the Client's account being automatically suspended.

- A. If Gigworks has to return funds to the Client due to the Client filing a dispute or requesting a payment be reversed through its credit card provider, bank or Paypal then:
- Gigworks will be entitled to recover any such amount from the Vendor's Gigworks User Account (and if insufficient monies are in the Vendor's Account),
 - credit card or other previously made payment method if available.
 - If Gigworks is unable to recover the amount returned to the Client from the Vendor in full then the Vendor agrees to pay to Gigworks any outstanding sums within 48 hours of Gigworks making a request.

9.2.2 A Client may request a refund of the funds held in the Escrow Account using the "Dispute Payment" process in the Dashboard and specifying a reason for their request.

- Vendors will be provided ample time to respond to the refund request.

9.2.3 GIGWORKS will process refund requests subject to a review of the refund reason and circumstances to ensure that both parties have complied with these terms and conditions, and that the purpose of the refund is not to avoid any of the parties' obligations under these terms and conditions. If GIGWORKS reasonably believes that the parties have not complied with these terms and conditions or are seeking to avoid any such obligations GIGWORKS shall not be obliged to make the refund.

If a refund is granted, refunds will be processed less any applicable:

- A. Processing Fees
- B. Taxes
- C. Vendor Commission Fees

back to the original form of payment that payment was used for processing.

9.2.4 Refund and cancellation penalties

Users are strictly discouraged from causing cancellations and refunds. Refunds will impact Users' standing on the GIGWORKS platform as follows:

- where the Vendor is at fault for the refund (for example, due to no response, poor quality of performance or they have canceled performance), it will negatively impact their Vendor status and rankings;

- where the Client is found to be the cause for the refund (for example, client not having proper equipment for a band to perform) it will negatively impact their Client status;
- multiple refunds attributed to a User will lead to temporary and/ or permanent restrictions on their account depending upon the severity.

9.3 Artist's Cancellation Policy with Client: Artist is free to determine their cancellation policy.

9.3.1 Easy going:

- Client provides more than 15 days of notice: Full refund (except cancellation processing fee & commission fee)
- More than 7 days of notice, less than 15 days: 50% refund (except cancellation processing fee & commission fee)
- Less than 7 days of notice: No refund
- Example:
 - A) Gig performance day is Jan 30th, Client notifies Artist on Jan 14th, Client will receive a full refund less cancellation processing fee & commission fee.
 - B) Gig performance day is Jan 30th, Client notifies Artist on Jan 16th, Client will receive a 50% refund less cancellation processing fee & commission fee.
 - C) Gig performance day is Jan 30th, Client notifies Artist on Jan 24th, Client will receive no refund.

9.3.2 Moderate:

- More than 30 days of notice: Full refund (except cancellation processing fee & commission fee)
- More than 15 days of notice, less than 30 days: 50% refund (except cancellation processing fee & commission fee)
- Less than 15 days of notice: No refund
- Example:
 - A) Gig performance day is Jan 30th, Client notifies Artist on Dec 31st, Client will receive a full refund less cancellation processing fee & commission fee.
 - B) Gig performance day is Jan 30th, Client notifies Artist on Jan 14th, Client will receive a 50% refund less cancellation processing fee & commission fee.
 - C) Gig performance day is Jan 30th, Client notifies Artist on Jan 16th, Client will receive no refund.

9.3.3 Strict:

- More than 60 days of notice: Full refund (except cancellation processing fee & commission fee)
- More than 30 days of notice, less than 60 days: 50% refund (except cancellation processing fee & commission fee)
- Less than 30 days: No refund
- Example:
 - A) Gig performance day is Jan 30th, Client notifies Artist on Nov 30th, Client will receive a full refund less cancellation processing fee & commission fee.
 - B) Gig performance day is Jan 30th, Client notifies Artist on Dec 29th, Client will receive a 50% refund less cancellation processing fee & commission fee.
 - C) Gig performance day is Jan 30th, Client notifies Artist on Jan 1st, Client will receive no refund.

9.3.4 No Refund policy:

- If User chooses this policy, once you book their services, payment is final and cannot be refunded.

9.4 Venue's Cancellation Policy with Client: Venue is free to determine their cancellation policy.

9.4.1 Easy going:

- More than 30 days of notice: Full refund (except cancellation processing fee & commission fee)
- More than 15 days of notice, less than 15 days: 50% refund (except cancellation processing fee & commission fee)
- Less than 15 days of notice: No refund
- Example:
 - A) Gig performance day is Jan 30th, Client notifies Venue on Dec 30th of cancellation, Client will receive a full refund less cancellation processing fee & commission fee.
 - B) Gig performance day is Jan 30th, Client notifies Artist on Jan 14th, Client will receive a 50% refund less cancellation processing fee & commission fee.
 - C) Gig performance day is Jan 30th, Client notifies Artist on Jan 15st, Client will receive no refund.

9.4.2 Moderate:

- More than 60 days of notice: Full refund (except cancellation processing fee & commission fee)

- More than 30 days of notice, less than 60 days: 50% refund (except cancellation processing fee & commission fee)
- Less than 30 days of notice: No refund
- Example:
 - A) Gig performance day is Jan 30th, Client notifies Venue on Nov 30th of cancellation, Client will receive a full refund less cancellation processing fee & commission fee.
 - B) Gig performance day is Jan 30th, Client notifies Artist on Dec 29th, Client will receive a 50% refund less cancellation processing fee & commission fee.
 - C) Gig performance day is Jan 30th, Client notifies Artist on Jan 1st, Client will receive no refund.

9.4.3 **Strict:**

- More than 90 days of notice: Full refund (except cancellation processing fee & commission fee)
- More than 60 days of notice, less than 90 days: 50% refund (except cancellation processing fee & commission fee)
- Less than 60 days: No refund
- Example:
 - A) Gig performance day is Jan 30th, Client notifies Venue on Oct 30th of cancellation, Client will receive a full refund less cancellation processing fee & commission fee.
 - B) Gig performance day is Jan 30th, Client notifies Artist on Nov 29th, Client will receive a 50% refund less cancellation processing fee & commission fee.
 - C) Gig performance day is Jan 30th, Client notifies Artist on Dec 1st, Client will receive no refund.

9.4.4 **No Refund policy:**

- If User chooses this policy, once you book their services, payment is final and cannot be refunded.

10 Compensation of Gigworks

10.1 By entering into a usage contract with Gigworks, the Vendor or Client agrees to pay any fees or expenses that are billed by Gigworks.

10.2 All fees and prices are listed in our “Memberships and Pricing” page at <https://www.gigworks.com/Memberships&Pricing>. All fees and expenses are applied immediately, during fulfillment of the contract, including all applicable value-added taxes. Upon completion of

performance of gig, both Client and Vendor will receive respective invoices for payments or funds to be received.

10.3 Gigworks reserves the right to changes its fees and prices at any time. Any such price increases will be communicated to the Vendor/Client with due notice time before the end of their contractual terms via E-mail or notifications under the “My Account” section on the Gigworks site.

A. Venue Commission Fees:

- If venue is on Gigworks’ Free plan: Commission is 10% of contract
- If venue is on Gigworks’ Pro plan: Commission is 6% of contract
- If venue is on Gigworks’ Premium plan: Commission is 3% of contract
- A minimum of 50 Euros is charged as a commission or your plan's %, whichever is greater, will be charged for each contract through Gigworks.

For example:

If the gig was 10,000 Euros, Gigworks would charge the commission %.

$$10,000 * 10 \% = 1000 > 50$$

$$10,000 * 6 \% = 600 > 50$$

$$10,000 * 3 \% = 300 > 50$$

If the gig was 100 Euros, Gigworks would charge the minimum.

$$100 * 10 \% = 10 < 50$$

$$100 * 6 \% = 6 < 50$$

$$100 * 3 \% = 3 < 50$$

B. Artist Commission Fees:

- If artist is on Gigworks’ Free plan: Commission is 20% of contract
- If artist is on Gigworks’ Pro plan: Commission is 15% of contract
- If artist is on Gigworks’ Premium plan: Commission is 10% of contract
- A minimum of 15 Euros is charged as a commission or your plan's %, whichever is greater, will be charged for each contract through Gigworks.

For Example:

So if the gig was 1,000 Euros, we would charge the commission %.

$$1,000 * 20 \% = 200 > 15$$

$$1,000 * .15 = 150 > 15$$

$$1,000 * .10 = 100 > 15$$

If the gig was 50 Euros, we would charge the minimum.

$$50 * .20 = 10 < 15$$

$$50 * .15 = 7.5 < 15$$

$$50 * .10 = 5 < 15$$

- C. Client Processing Fee of 4% of contract – this enables Gigworks to run the platform and provide its' users amazing service.
- D. Taxation – Gigworks will charge any applicable Tax or VAT of 19% to contracts.

10.4 The Vendor/Client will be able to pay aforementioned fees and expenses via the payment methods listed, and made available, on our online platform:

- (a) Credit card
- (b) Debit card
- (c) Bank Transfer (Only after confirmation of payment, would any upgrades be activated or services be confirmed.)

10.5 Invoicing: Gigworks will provide invoices for contracts and send it to Vendor/Client electronically.

In case of payment via direct debit, the Vendor/Client shall ensure that their listed bank account information is correct, that they have access to the specified bank account and that there are sufficient funds in the said bank account to cover their charges. In the event of an unsuccessful direct debit, Users shall be charged with all costs incurred, including any return debit and penalty fees. This does not apply if Gigworks is responsible for the failed transaction. Payments between Users and Gigworks are handled via the service provider Mangopay. ("Mangopay" - www.mangopay.com), or directly by Gigworks. All information required for the handling of payments shall be used by Mangopay and Gigworks solely for that purpose and transmitted securely using the "SSL" process. Mangopay is PCI DSS certified.

11 Payments & Processing

11.1 GIGWORKS acts as an Agent of Payment between the Client and Vendor using an escrow system. Gigworks IS NOT A BANK and only holds funds in escrow for the purposes of settling the provision of services of Vendors. We strongly recommend that all users do not hold dormant balances on the platform. GIGWORKS reserves the right to apply Admin Fees or write downs to dormant balances until they are withdrawn or become zeroed. Funds held by GIGWORKS on the platform are not insured nor covered by any Financial Services Compensation Scheme or any other government agency.

11.2 Escrow – payments made by Client are placed in an Escrow account established through MangoPay, Gigworks' payment processor.

11.3 Upon successful & satisfactory completion of a contract, payment from Client to Vendor are deposited and transferred to the Vendor's wallet, which can be accessed through Dashboard -> Admin -> My Wallet. GIGWORKS agrees to make such funds available to the Vendor's My Wallet within 48 hours from the start time of the gig, subject to fraud, KYC, and AML procedures.

11.3.1 For security reasons, GIGWORKS reserves the right to request additional information from Clients and Vendors, including original documents, and to verify documents with issuing institutions. Any documents or information submitted to Gigworks are authorized by Users to satisfy any governmental laws, requirements, or verification processes. Therefore, we reserve the right to request the following proofs of identity:

- **Identity Proof** - a copy of a Government issued ID (Passport, Driver's License or National ID Card). Passport or Driving License for the UK, USA and Canada. For other nationalities, a passport is required.
In the case of a legal user, this document should refer to the individual duly empowered to act on behalf of the legal entity. ID card: Front AND Back (Valid) OR Passport (Valid)
- **Address Proof** - Proof of address. Confirmation of residence: Less than a year old. Can be: Residential Registration Form, Water/electricity/gas/telephone bill, Tax certificate, Householder insurance, Confirmation of real estate ownership.
- **Registration Proof** - Extract from the Company Register issued within the last three months. In the case of an organization or sole trader, this can be a proof of registration from the official authority
- **Articles of Association** - Certified articles of association (Statute) - formal memorandum stated by the entrepreneurs, in which the following information is mentioned: business name, activity, registered address, shareholding, etc.

A. For credit/debit card users (one of the following):

- a copy of the front and back of the card used. For Security Compliance we recommend that you blank out the central 8 digits of the card number digits, and the last three digits from the number on the back;
- Credit or Debit Card Bank Statement of the card used on your GIGWORKS User account (less than 3 months old). For Security Compliance you must blank out the central 8 digits of the card number digits;

B. For PayPal users:

- PayPal Account statement showing your PayPal registered name, email address and verification status along with any relevant transactions.

C. For international Bank transfers, credit to the beneficiary may be delayed by factors such as local bank holidays, delays by an intermediary bank or other local conditions. Please note that some countries have been designated as "slow-to-pay" countries, and transfers made to those countries may take several days or even weeks in crediting the receiving account. Check with your bank for details.

The above information when requested can be uploaded through the KYC section of the Gigworks site.

11.3.2 KYC verification processes requirements other than Identity Proof required by MangoPay, will incur a 3 Euro fee for each verification submission. This fee is a fee charged by MangoPay.

- Upon Gigworks' discretion, Gigworks may waive this fee for the User only through explicit communication.

11.4 Funds can then be transferred, in Euros, to the Vendor's own bank through information Vendor has provided during registration. Vendors are then able to withdraw those funds subject to the linking of a valid bank account attached to their profile.

11.4.1 SEPA (Single Euro Payments Area) countries: (link below)

<https://www.ecb.europa.eu/paym/retpaym/paymint/sepa/html/index.en.html>

- Any bank account linked on Gigworks' platform that is a NON SEPA bank account will be charged a fee of 3 Euros per transfer out (Pay Out).
- Transfer out (Pay Out) = funds that are transferred from Gigworks to the Users' bank account provided.

Example:

A. When user has 100 Euros in the account, makes 1x transfer of 50 Euros to a non SEPA bank account. This 50 Euro transfer will incur a 3 Euro fee. If user transfers the remaining 50 Euros, this transfer will also incur a 3 Euro fee.

B. If user has 100 Euros and makes 1x transfer of the entire 100 Euros, user will only incur 1x 3 Euro fee.

11.5 Users will not receive interest or other earnings on the funds in their Escrow Account or GIGWORKS User Account. GIGWORKS will ensure that the funds in the Escrow Account or GIGWORKS User Account are available to the User in accordance with these Terms and Conditions but do not guarantee that they will be available to the User in circumstances which are unforeseen or beyond our control. For example, power outage or MangoPay system updates.

11.6 In return for full contract payment by the Client for the gig, GIGWORKS agrees to discharge the Clients' obligations relating to debts owed to the Vendor under this agreement.

11.7 GIGWORKS takes its obligations to prevent fraud and money laundering seriously and reserves the right to delay payments to Vendors if fraud or money laundering is suspected.

11.8 Payment (or attempt of) outside of GIGWORKS is a breach of these terms and condition. All payments for gigs must go via GIGWORKS unless GIGWORKS has given its express written permission otherwise in relation to a specific payment or invoice; attempts to pay outside of GIGWORKS will lead to sanctions & penalties not limited to immediate account suspension. Users must immediately report to GIGWORKS any offers to pay outside of GIGWORKS made by their Client or Vendor to support@gigworks.com.

11.9 The Vendor will be liable for any loss of business, legal expenses, or other expenses that GIGWORKS may incur in recovering compensation owed to GIGWORKS. GIGWORKS reserves the right to sanction funds held in the Vendor's Account in order to recover any lost fees. Moreover, GIGWORKS will not mediate any Disputes or be liable to either the Client or Vendor's loss of business as a result of violation of this clause.

12 Liability

12.1 Except when breaching essential contractual obligations, Gigworks will only be liable for damages when, and to the extent that Gigworks, its legal representatives, or other agents have acted with malicious intent or gross negligence.

12.2 The liability of Gigworks towards the User for damages due to pre-contractual or contractual claims is limited to a total amount of 2 (two) times the agreed remuneration between the Vendor and the Client, insofar as damage was neither deliberately nor grossly negligently caused by Gigworks.

12.3 Incidentally, liability for slight negligence - to the extent permitted by law - is excluded.

12.4 It is agreed between Gigworks and the User, that he/she takes advantage of Gigworks's services at his own risk.

12.5 In addition, Gigworks will also be liable for damages that result from ordinary negligence that violates essential duties under this agreement. Essential duties are those that guarantee a proper execution of this agreement, and upon which the User can be expected to rely on. The liability in these cases will be limited to foreseeable and typical damages. There is no restriction for liability in concerns of damages to body, life and health which are based on a negligent breach of duty by Gigworks or a willful or negligent breach of duty by a legal representative or vicarious agent of Gigworks.

13 Availability of service / Completeness of Information

13.2 Gigworks tries their best to ensure that our internet platform is operational twenty-four hours a day, seven days a week. However, access of our internet platform can be suspended intermittently, and without notice, due to system errors, maintenance and repair work, or for reasons outside of Gigworks' control. Gigworks will not be liable for any damages resulting from said suspensions of service, nor will Users be allowed to claim any refunds on, or cancellation of, a paid account.

13.3 Gigworks does not make any guarantees regarding the correctness or completeness of the content on our internet platform. Gigworks has the right to change any and all content that is displayed on our internet platform at any time, and without prior notice.

14 Data Protection

14.2 Firstly, we are referring to our Privacy Policy page <https://www.gigworks.com/PrivacyPolicy>. Gigworks will collect, processes, and retains certain data that is necessary to communicate with our Users, render services, and bill our Users for them.

14.3 Controller within the meaning of the DSGVO (GDPR), other data protection laws in the member states of the European Union and other regulations with data protection character is:

Gigworks GmbH
Invalidenstrasse 34
10115 Berlin Germany
+49 176 6140 9963

14.4 A collection, processing and / or use of personal data only takes place if the User has consented or if this is permitted by law. The use of personal data on the basis of a legal permission is in particular in connection with the fulfillment of contractual obligations of Gigworks towards the Users. Gigworks offers the User a variety of features that are customized to suit their needs (e.g., Gigworks provides certain information, offers, recommendations, and services based on collected data and promotes interaction within the User's network). In order to provide the services, the processing and use of personal data of the User is required.

14.5 Gigworks offers Users the opportunity to share their personal data in parts or in whole or to revoke access to the data to other Users. The transmission of this data is at User's own risk.

14.6 Users have the following rights with respect to the personal data concerning them:

- right to information,
- right to rectification or deletion,
- right to restriction of processing,
- right to object to the processing,
- right to data portability.

Users also have the right to complain to Gigworks about the processing of their personal data by a data protection supervisory authority.

14.7 Gigworks has the right to inquire with the credit-rating agency "Schutzgemeinschaft für Allgemeine Kreditsicherung"(Schufa), as well as other credit-rating agencies, about the User's credit-rating. Users grant Gigworks the right to forward data about contract violations (e.g. cause of chargebacks related to disputed charges, collection actions, etc.) to the relevant agencies. These notifications of relevant agencies are only permitted as far as they do not violate existing data protection laws, and as far as they are used for legally justified business interests and therefore don't infringe on any of the Users' protected rights.

14.8 Gigworks is entitled to use the E-mail address that the User has used to register for Gigworks to directly market relevant services to the User. The legal basis is Art. 6 (1) 1 lit f) DSGVO (GDPR). E-mail addresses will not be shared with third parties. Users can also subscribe to marketing and newsletters.

14.9 In case a User does not wish to receive direct E-mails, he/she can notify Gigworks at any time via the E-mail or mailing addresses that are listed on Gigworks' imprint page on this site, as well as via the cancellation link that is included with every marketing E-mail.

14.10 Gigworks is authorized by User's use of our service to send User transaction-related messages and system notifications about downtimes, maintenance notices, and other such issues.

14.11 The controller will only process and store your personal data for as long as necessary to achieve the purpose of the storage. In addition, such storage may take place if provided for by the European or national legislator in EU regulations, laws or other regulations to which the person responsible for processing is subject.

As soon as the storage purpose is removed or a storage period prescribed by the aforementioned regulations expires, the personal data is routinely blocked or deleted.

15 Trademarks and Other Proprietary Rights

15.2 Any and all rights to the Gigworks online platform, as well as to the name "Gigworks" and the accompanying logo, are the sole property of Gigworks. This includes all trademarks, copyrights, licenses or other rights, as well as any comparable legal entitlements to the online platform, excluding the online platform's content. Neither the online platform, nor any elements thereof, may be used for commercial purposes without Gigworks' prior written consent.

15.3 The online portal, or parts thereof, may not be used for commercial purposes of any kind that are not inherent in our business model without prior written permission by Gigworks.

16 Licensing

16.2 Music Licenses:

- (a) Client is responsible for paying all required licensing fees to rights-exploitation organizations, for example GEMA.
- (b) Artist is required to provide client with a list of all copyrighted works that will be performed or used at the event in a timely manner.
- (c) If the gig is a closed, private event, no payments to the Künstlersozialkasse or GEMA are necessary.

16.3 Audio-Visual Usage Rights:

- (a) Recordings are authorized by all parties unless specific requests are made.
- (b) Gigworks reserves the right to record or film, at a public event, any content related to services contracted through or promoted on the Gigworks site as promotional content. Client or artist have the right to deny Gigworks access or permission upon written notice.
- (c) Private events will require prior consent.

17 Changes to the Terms and Conditions

- 17.2** Gigworks reserves the right to change these Terms and Conditions at any time, and at our own discretion, by publishing an updated version of the Terms & Conditions on our internet platform. The date these changes become effective will be the “Last Revised” date listed at the end of the Terms and Conditions.
- 17.3** Users will be given notice of any changes by:
- Updating of the “Last Revised” date listed at the end of the Terms and Conditions.
 - A confirmation pop-up window on our site that informs User of Changes to our Terms and Conditions and prompts User to accept said changes in order to proceed to use the Gigworks site.
- 17.4** If the changes to our Terms and Conditions are not acceptable to the User, he/she or Gigworks will have to cancel their respective accounts.

18 Leaving Feedback

- 18.1** When the gig is completed and the Vendor has been paid by the Client, both parties are asked to provide both qualitative feedback and a rating from 1-5 for the other party. This rating influences each User's ranking on GIGWORKS.
- 18.2** Both parties should complete the feedback honestly. Users must not falsify feedback, manipulate or coerce another User by threatening negative feedback or offer incentives in exchange for feedback. Any attempts of this nature should be reported immediately to GIGWORKS.
- 18.3** Feedback comments that are reported to us as defamatory, abusive or offensive will be reviewed and may be removed at our discretion.

19 Miscellaneous

- 19.1** Nothing in these Terms and Conditions creates rights or other benefits for third parties that are not a party to the contractual agreement between Gigworks and the User.
- 19.2** This Agreement sets forth the entire agreement between Gigworks, and the User in reference to the use of Gigworks' internet platform. The agreement replaces any and all prior agreements between the parties.

20 Applicable Law and Jurisdiction

- 20.2** These Terms and Conditions are governed by the laws of the Federal Republic of Germany (to the exclusion of the UN Convention on Contracts for the International Sale of Goods) and will be interpreted in accordance with those laws. In matters involving businesses in accordance with § 14

BGB, both parties submit to the jurisdiction of the courts of the state of Berlin. This jurisdictional clause does not apply to consumers in accordance with § 13 BGB.

- 20.3 Consumers who reside in European countries outside of Germany can, regardless of the legal dispute at hand, always call on the consumer protection laws of the state of residency.
- 20.4 Alternative dispute resolution: Consumers residing in Europe are herewith made aware that the European Commission has established an online platform for alternative dispute resolutions that provides for an out-of-court method to solve any dispute related to and stemming from online sale and service contracts. European consumers can access the platform at the following link: <http://ec.europa.eu/consumers/odr/>.
- 20.5 Gigworks informs all their Users which are consumers (in accordance with § 13 BGB) that, in accordance with the Law for Alternative Dispute Resolution in Consumer Affairs (“Gesetz über die alternative Streitbeilegung in Verbrauchersachen (VSBG)“), is not willing and not obligated to participate in alternative dispute resolution proceedings.

Updated: November 14th, 2019