TERMS AND CONDITIONS

Effective Date: 30 Oct 2024

This Agreement ("Agreement") is a binding contract between you ("you" or "your") and Deepneed.tech ("the Website", "us", "our", or "we"), based at 12 Bei der Aarnescht Niederanven (Oberanven) - 6969 Luxembourg (LU). It governs the relationship regarding your use of our website, including all related documentation. The Website provides innovative technology solutions for managing and experiencing events, including a mobile event app, event management system, customizable ticketing solutions, and integration services. The App is licensed to you, not sold, and your use is subject to this Agreement.

Please take the time to carefully review these Terms before utilizing our services. They explain how we operate, how we can modify or terminate our agreement, and what steps to take if issues arise. Your use of our services signifies your acceptance of these Terms.

By accessing or using the Deepneed.tech website, you acknowledge that:

- a) you have read and understand these terms and conditions;
- b) represent that you are at least 16 years old and, if you are between 16 years old and 18 years old, that you have obtained proper consent from a parent or guardian prior to using our website;
- c) accept these Terms and agree that you are legally bound by its provisions.

Your access and ongoing use of our website and the services provided through it signify your binding acceptance and agreement to all the Terms herein. If you do not accept these Terms at any time, you should immediately cease all use of our website and services. The right to use our services is personal and not transferable to any other person or entity. We reserve the right to refuse service to any user who fails to comply with these Terms, abuses their rights related to our services, or for any other reason we deem appropriate.

1. Acceptance of Terms

- 1.1 By accessing or using the DeepNeed website, you expressly acknowledge and agree to be bound by these Terms of Use. This Agreement constitutes a legally binding contract between you and DeepNeed. Your use of the website signifies that you have read, understood, and accepted all terms and conditions contained herein, including any future modifications or updates that may be made to these Terms.
- 1.2 Your acceptance of these Terms is a condition for your access to and use of the website. If you do not agree with any part of these Terms, you must not use the website. In such a case, you should immediately discontinue use. By continuing to use the website, you are reaffirming your acceptance of these Terms and any changes made to them.
- 1.3 We reserve the right to modify, amend, or update these Terms at any time. Such modifications will be effective immediately upon posting on our website. It is your responsibility to review these Terms periodically to stay informed of any changes. Your continued use of the website following the posting of any modifications to these Terms constitutes your acknowledgment and acceptance of those changes.

- 1.4 In the event that any modifications to these Terms are unacceptable to you, you must cease using the website. Failure to comply with these Terms or any additional terms and conditions posted on the website may result in termination of your access to the website and any associated services, at our sole discretion, without notice or liability.
- 1.5 By using the website, you also agree to comply with all applicable laws and regulations in your jurisdiction. You represent and warrant that you have the legal authority to enter into this Agreement and that your use of the website will not violate any applicable law or regulation.

2. Our Services

2.1 Event Discovery and Management

DeepNeed revolutionizes how events connect with their audience through advanced technology solutions. We offer a unified platform designed to streamline event management and enhance the overall event experience. Our services cater to both event organizers and attendees, providing a seamless and integrated approach to event planning and participation.

2.2 Mobile Event App

Our mobile event app serves as a comprehensive tool for discovering and engaging with a wide array of events, including music, sports, cultural, business, and entertainment. It includes-

- a. Event Discovery. Users can explore a diverse range of events using filters for interests, proximity, and price.
- b. Detailed Information. Users can access comprehensive details about events, including schedules, locations, and descriptions.
- c. Map View. Users can navigate to event venues with ease using our interactive map feature.
- d. Reservations and Ticket Purchases. Users can secure their spot at events directly through the app.
- e. Push Notifications. Users can receive timely updates about schedule changes, event reminders, and exclusive offers.
- f. Seamless Integration. Transition to a digital event experience with sustainability benefits and enhanced convenience.

2.3 Event Management System

Our Event Management System is to simplify the organization and execution of events. It includes-

- a. Comprehensive Event Planning. Manage all aspects of your event, from initial setup to post-event analysis.
- b. Revenue Optimization. Tools and insights to maximize revenue and streamline financial management.

- c. Attendee Insights. Analyze attendee behavior and engagement to refine event strategies and improve future events.
- d. Efficient Workflow. Automate routine tasks and focus on the creative aspects of event planning.

2.4 Event API

The DeepNeed Event API offers a powerful solution for integrating event data into various platforms and applications. Features include:

- a. Seamless Integration. Incorporate event information and functionalities into your existing systems and applications.
- b. Enhanced Connectivity. Connect with other services and platforms to create a cohesive event ecosystem.
- c. Customizable Access. Tailor the API to meet specific needs and enhance your event offerings.

2.5 White Label Solutions

Our white-label service provides a customizable and branded ticketing solution for organizations. It includes:

- a. Custom Branding. Create a ticketing platform that aligns with your brand's identity and aesthetic.
- b. Personalized Experience. Offer ticketing experience to your audience with full control over branding and functionality.
- c. Flexible Integration. Integrate with your existing systems to deliver a seamless user experience.

2.6 Ticketing Widget

Our upcoming ticketing widget will enable direct ticket sales on your website. Features include:

- a. Direct Sales. Allow users to purchase tickets without leaving your site, reducing friction in the buying process.
- b. Seamless Integration. Embed the widget easily into your website to maintain a consistent user experience.
- c. Enhanced Convenience. Provide a streamlined and efficient ticketing solution for your audience.

3. User Responsibilities

3.1 Event Organizers

- **a.** You agree to ensure that all personal and business information provided in your account is accurate, complete, and current.
- **b.** You are responsible for keeping your account credentials confidential and notifying us immediately if you suspect any unauthorized use of your account.

- **c.** You must ensure that all information related to your events, such as event descriptions, schedules, images, and ticket prices, is accurate and up-to-date.
- **d.** You shall not post content that infringes upon any intellectual property rights or violates applicable laws.
- **e.** You must obtain and maintain all necessary licenses, permits, and approvals required for your events, and ensure compliance with local, state, and federal regulations.
- **f.** You agree to follow health and safety regulations and provide necessary accommodations for attendees with disabilities.
- **g.** You must provide timely and clear communication to event attendees regarding any changes in event details, including schedule, location, or cancellation.
- **h.** You are responsible for addressing any attendee inquiries or issues promptly and professionally.
- **i.** You agree to collect, store, and process attendee data in compliance with applicable data protection and privacy laws, including GDPR or CCPA.
- **j.** You must implement appropriate security measures to protect personal data and ensure that any third-party service providers you use also comply with data protection regulations.
- **k.** You agree to clearly outline your refund and cancellation policies in your event details and to process refunds and cancellations in accordance with your stated policies, addressing any related issues promptly.
- 1. We reserve the right to investigate any reported violations and take appropriate action, which may include removing content, suspending or terminating access to the website, and/or reporting to relevant authorities.
- m. We reserve the right to terminate your access to the website or take other appropriate actions if we determine that you have violated these responsibilities or any other terms of service.

3.2 Event Visitors

- a. You are responsible for providing accurate information during registration, including personal and payment details, and for meeting any prerequisites or requirements specified by the event organizer.
- b. You must maintain the confidentiality of your account credentials and notify us immediately of any unauthorized use.
- c. You agree to comply with the event organizer's code of conduct and to behave respectfully during events, adhering to all safety guidelines and venue rules.
- d. You are responsible for ensuring timely payment for tickets and associated fees, and failure to do so may result in registration cancellation.
- e. You agree to adhere to the event organizer's cancellation and refund policies and to cancel your registration according to the organizer's policy and timeframe.

- f. You are responsible for your own safety and well-being during events, and must follow health and safety guidelines and seek assistance if needed.
- g. You shall not submit or distribute content that infringes upon the intellectual property, proprietary, privacy, moral, or publicity rights of any third party.
- h. You shall not engage in any form of fraud, including but not limited to, false representation, misrepresentation, or any deceptive practices.
- i. You agree to interact respectfully with other users. You shall not harass, abuse, or threaten other users or engage in any form of behavior that could be deemed as bullying or intimidation.
- j. You shall not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with any person or entity.
- k. We reserve the right to investigate any reported violations and take appropriate action, which may include removing content, suspending or terminating access to the website, and/or reporting to relevant authorities.
- We reserve the right to terminate your access to the website or take other appropriate
 actions if we determine that you have violated these responsibilities or any other terms of
 service.

4. DATA PROTECTION AND PERSONAL DATA

- 4.1 We collect and process personal data provided by users of our platform (Event Organizers and Event Visitors) solely for the purpose of facilitating event management, including event registration, ticketing, and communication. Personal data may include, but is not limited to, names, contact information, and other details relevant to the events and services provided.
- 4.2 We process personal data based on one or more lawful bases as defined by applicable data protection laws, including the necessity of processing for the performance of our contract with users and compliance with legal obligations.
- 4.3 We implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including protection against unauthorized or unlawful processing and against accidental loss, destruction, or damage. We will notify you without undue delay if we become aware of a personal data breach.
- 4.4 We will retain personal data provided by users only for as long as necessary to fulfill the purposes for which it was collected, including any legal, accounting, or reporting requirements.
- 4.5 We may share personal data with third parties, such as service providers or partners, solely for the purpose of fulfilling our obligations under this agreement. We will ensure that any third party to whom personal data is disclosed complies with data protection standards consistent with those outlined in this clause.

- 4.6 You have the right to request access to, rectification, or erasure of your personal data, or to restrict or object to its processing. You also have the right to data portability. To exercise these rights, please contact us through the contact information provided on our website.
- 4.7 We are committed to complying with applicable data protection laws and ensuring that your personal data is protected. If required, we are registered with relevant data protection authorities and adhere to their regulations and guidelines.

5. Confidentiality

- We agree to maintain the confidentiality of all information provided by you, including personal, financial, and event-related details, which we collectively refer to as "Confidential Information." This includes, but is not limited to, names, contact details, payment information, event schedules, and any sensitive information related to your events.
- We shall not disclose any Confidential Information to third parties without your prior written consent, except as required by law or as necessary to fulfill our obligations under this agreement. This includes compliance with any legal obligations or responding to lawful requests from governmental or regulatory bodies.
- 5.3 We will implement and maintain appropriate physical, technical, and administrative security measures to protect Confidential Information from unauthorized access, use, or disclosure. These measures include encryption, access controls, and secure storage practices.
- 5.4 Upon completion of the event or termination of this agreement, we will return all Confidential Information to you or destroy it securely, as directed. This includes deleting all electronic copies and shredding any physical documents, ensuring that Confidential Information is irrecoverable.
- 5.5 The obligations of confidentiality set forth in this clause shall survive the termination or expiration of this agreement. This means that even after the agreement ends, we will continue to protect your Confidential Information according to the terms outlined.

6. **Indemnification**

6.1 You agree to indemnify, defend, and hold harmless DeepNeed, our affiliates, and our respective officers, directors, employees, agents, partners, representatives, and providers from and against any and all claims, liabilities, damages, losses, costs, expenses, or demands, including reasonable attorneys' fees, arising out of or relating to: (a) your use or misuse of the our website, services, products, third-party applications, content, information, or materials; (b) your violation of these terms and conditions or any

applicable law or regulation; (c) your infringement or violation of any third-party rights, including intellectual property rights or privacy rights; or (d) any unauthorized use of your account or password by any third party.

6.2 We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate fully with us in asserting any available defenses. This indemnification obligation will survive the termination or expiration of these terms and conditions and your use of the our website.

7. Limitations of Liability and Disclaimers

- 7.1 THE DEEPNEED WEBSITE, ALONG WITH ALL SERVICES, PRODUCTS, THIRD-PARTY APPLICATIONS, CONTENT, INFORMATION, AND MATERIALS AVAILABLE THROUGH THE WEBSITE, IS PROVIDED TO YOU ON AN "AS IS" BASIS WITHOUT ANY EXPRESS REPRESENTATIONS OR WARRANTIES OF ANY KIND. DEEPNEED, OUR AFFILIATES, AND OUR RESPECTIVE PARTNERS, REPRESENTATIVES, AND PROVIDERS EXPRESSLY DISCLAIM ALL STATUTORY OR IMPLIED REPRESENTATIONS, WARRANTIES, TERMS, AND CONDITIONS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE.
- 7.2 CERTAIN THIRD-PARTY PROVIDERS MAY SEPARATELY PROVIDE LIMITED REPRESENTATIONS AND/OR WARRANTIES REGARDING THEIR APPLICATIONS OR SERVICES; PLEASE CONSULT THOSE PROVIDERS DIRECTLY FOR FURTHER INFORMATION. WE MAKE NO REPRESENTATION OR WARRANTY THAT THE DEEPNEED WEBSITE (OR ANY PART THEREOF) OR ANY SERVICES, PRODUCTS, THIRD-PARTY APPLICATIONS, CONTENT, INFORMATION, OR MATERIALS PROVIDED THROUGH THE WEBSITE WILL BE ACCURATE, COMPLETE, ERROR-FREE, OR COMPATIBLE WITH ANY SPECIFIC SOFTWARE OR HARDWARE. ADDITIONALLY, WE DO NOT GUARANTEE THAT ANY SOFTWARE, HARDWARE, EQUIPMENT, OR OTHER DEVICES USING THE WEBSITE WILL FUNCTION CORRECTLY.
- 7.3 IT IS YOUR RESPONSIBILITY TO (A) OBTAIN AND PAY FOR ANY SOFTWARE, HARDWARE, OR SERVICES (INCLUDING INTERNET CONNECTIVITY) NEEDED TO USE THE WEBSITE AND (B) ENSURE THAT ANY SOFTWARE, HARDWARE, EQUIPMENT, DEVICES, SYSTEMS, OR SERVICES YOU USE WILL FUNCTION CORRECTLY WITH THE WEBSITE AND ANY SERVICES, PRODUCTS, THIRD-PARTY APPLICATIONS, CONTENT, INFORMATION, OR MATERIALS AVAILABLE THROUGH THE WEBSITE. YOU AGREE THAT YOU MUST EVALUATE, AND THAT YOU BEAR ALL RISKS ASSOCIATED WITH, THE USE OF THE WEBSITE, INCLUDING ANY RELIANCE ON THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY THIRD-PARTY APPLICATIONS, CONTENT, INFORMATION, OR MATERIALS PROVIDED THROUGH THE WEBSITE.

- 7.4 DEEPNEED, OUR AFFILIATES, AND OUR RESPECTIVE PARTNERS, REPRESENTATIVES, AND PROVIDERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND IN CONNECTION WITH THE WEBSITE, NOR FOR ANY DAMAGES RELATED TO LOSS OF PROFITS, INTERRUPTION OF BUSINESS, LOSS OF USE, LOSS OF DATA, LOSS OF SECURITY OF INFORMATION YOU HAVE PROVIDED, OR UNAUTHORIZED INTERCEPTION OF SUCH INFORMATION BY THIRD PARTIES, EVEN IF ADVISED IN ADVANCE OF SUCH DAMAGES OR LOSSES. FURTHERMORE, WE, OUR AFFILIATES, AND OUR RESPECTIVE PARTNERS, REPRESENTATIVES, AND PROVIDERS WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF THE WEBSITE OR FROM ANY THIRD-PARTY APPLICATIONS, CONTENT, INFORMATION, OR MATERIALS ON THE WEBSITE.
- 7.5 YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE WEBSITE IS TO STOP USING IT. OUR MAXIMUM LIABILITY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY YOU TO DEEPNEED FOR ACCESS TO AND USE OF THE WEBSITE.
- 7.6 CERTAIN JURISDICTIONS MAY NOT ALLOW FOR LIMITATIONS ON IMPLIED WARRANTIES OR EXCLUSIONS OF CERTAIN DAMAGES; TO THE EXTENT THAT SUCH LAWS APPLY TO YOU, SOME OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY, AND YOU MAY HAVE ADDITIONAL RIGHTS.
- 7.7 WHILE WE STRIVE TO MAINTAIN THE SECURITY OF THE DEEPNEED WEBSITE, WE DO NOT GUARANTEE THAT THE WEBSITE OR ANY THIRD-PARTY APPLICATIONS WILL BE SECURE OR THAT ANY USE OF THE WEBSITE OR THIRD-PARTY APPLICATIONS WILL BE UNINTERRUPTED. UNAUTHORIZED ALTERATIONS TO THE WEBSITE OR THIRD-PARTY APPLICATIONS MAY OCCUR. IF YOU BECOME AWARE OF ANY UNAUTHORIZED THIRD-PARTY ALTERATIONS TO THE WEBSITE, PLEASE CONTACT US WITH A DESCRIPTION OF THE MATERIAL(S) AT ISSUE AND THE URL OR LOCATION OF SUCH MATERIALS.

8. Severability

8.1 If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court or other competent authority, such provision shall be deemed to be modified or severed to the extent necessary to make it valid, legal, and enforceable. The remaining

provisions of this Agreement shall continue in full force and effect, and shall remain binding on both parties.

- 8.2 The invalidity, illegality, or unenforceability of any provision shall not affect the validity, legality, or enforceability of any other provision of this Agreement. If a court or other competent authority finds that any provision is invalid, illegal, or unenforceable, it is the intent of the parties that such provision be construed as closely as possible to reflect the original intentions of the parties as expressed in this Agreement.
- 8.3 The parties agree to negotiate in good faith to replace any invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that achieves, to the extent possible, the original intent and purpose of the invalid, illegal, or unenforceable provision.

9. Intellectual Property Rights

- All content, including text, images, graphics, logos, icons, software, and other materials (collectively, "Website Content") displayed on the Website is the exclusive property of us, or our licensors, and is protected by applicable intellectual property laws and international treaties. We, or our licensors, hold all rights, title, and interest in and to the Website Content. No ownership rights are transferred to you. Subject to your compliance with these Terms and Conditions, we grant you a limited, revocable, non-exclusive, non-transferable license to access and use the Website and its Website Content solely for your personal, non-commercial purposes. This license does not permit you to download, reproduce, modify, adapt, translate, distribute, or otherwise exploit any Website Content for commercial purposes or any use not expressly permitted by these Terms and Conditions. Any unauthorized use of the Website Content constitutes a breach of these Terms and may infringe upon our intellectual property rights.
- 9.2 We, along with our affiliates, own all trade names, trademarks, service marks, and logos used on the Website, including, but not limited to, our brand name and any associated logos. All other trademarks and service marks on the Website that are not owned by us or our affiliates are the property of their respective owners. You may not use any of our trademarks, service marks, or trade names in connection with any product or service that is not ours, or in any manner that may cause confusion.
- 9.3 Nothing on our Website should be construed as granting any license or right to use any of our trade names, trademarks, service marks, or Website Content without our express prior written consent.
- 9.4 Unauthorized use of any part of the Website, including but not limited to software, may subject you to civil and criminal penalties, including monetary damages for copyright infringement.

10. Updates

We may, at our sole discretion, develop and provide updates to the Website, which may include upgrades, bug fixes, patches, and other error corrections and/or new features (collectively,

"Updates"). Updates may also modify or remove certain features and functionality in their entirety. You agree that we are under no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Depending on your device settings, when your device is connected to the internet, one of the following may occur:

- a. The Website will automatically download and install all available Updates; or
- b. You may receive a notification or prompt to download and install available Updates.

You shall promptly download and install all Updates and acknowledge that the Website or parts of it may not function correctly if you fail to do so. All Updates will be considered part of the Website and will be subject to the terms and conditions of this Agreement.

11. Availability of the Website

- While we strive to make the Website available 24/7, we do not guarantee that access will be uninterrupted, timely, error-free, or free of viruses or other harmful components, nor that defects will be corrected.
- 11.2 You understand and acknowledge that using certain features on the Website requires internet connectivity and telecommunication links. You are responsible for any internet connection and/or mobile data charges incurred while accessing such features. Confirm any applicable data charges with your mobile phone operator before using the Website.
- We reserve the right to amend or withdraw the Website (in whole or in part) at any time without liability to you. This may include, but is not limited to, the following reasons:
 - a. Technical difficulties experienced by us or you, which could impact your experience on the Website;
 - b. If it becomes no longer viable for us to continue offering the Website;
 - c. Where we have a legal obligation to do so;
 - d. To change, alter, or discontinue features provided on the Website; or
 - e. Due to alterations in the services we provide to you.

There may be times when our services are unavailable for maintenance, upgrades, or other technical reasons, either on a scheduled or unscheduled basis.

12. Force Majeure

We shall not be liable for any failure or delay in performing our obligations under this Agreement if such failure or delay is caused by events beyond our reasonable control. These events include, but are not limited to, natural disasters, acts of God, war, terrorism, civil commotion, labor disputes, strikes, lockouts, government actions, pandemics, epidemics, failures in telecommunication or internet services, or any other circumstances that are beyond our reasonable control and that prevent us from fulfilling our obligations. In the event of a force majeure occurrence, we will notify you as soon as reasonably possible, explaining the nature of the force majeure event and the expected duration of the disruption. During the period of force majeure, we will take all reasonable steps to mitigate the effects of the force majeure event and to resume the performance of our obligations as soon as reasonably possible. If the force majeure event continues for a period of 30 days or more, either party may terminate this Agreement by providing written notice to the other party. Upon such termination, neither party shall be liable to the other for any damages or losses resulting from the termination of this Agreement due to the force majeure event.

13. No Waiver

The failure or delay by us to exercise any right, power, or privilege under this Agreement shall not constitute a waiver of that right, power, or privilege. No single or partial exercise of any right, power, or privilege shall preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. A waiver of any provision of this Agreement must be in writing and duly executed by an authorized representative of us to be effective. Any waiver of a breach or default under this Agreement shall not be deemed to constitute a waiver of any subsequent breach or default, whether of a similar or different nature. Our failure to enforce any provision of this Agreement at any time shall not be construed as a waiver of such provision or any other provision. No waiver of any term or condition of this Agreement shall be deemed a continuing waiver unless expressly stated as such in writing.

14. Entire Agreement

This Agreement constitutes the entire agreement between you and us concerning the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, representations, and warranties, whether written or oral, regarding such subject matter. No amendment or modification of this Agreement shall be valid or binding unless made in writing and signed by an authorized representative of both parties. Any terms or conditions proposed by you which are in addition to or different from those contained in this Agreement are hereby rejected and shall not become part of this Agreement unless expressly agreed to in writing by us. This Agreement is intended to be the complete and exclusive statement of the terms of the agreement between the parties regarding its subject matter, and no other terms or conditions, whether oral or written, shall be deemed to be part of this Agreement.

15. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Luxembourg, without regard to its conflict of law principles. Any dispute arising out of or in connection with these Terms including any disputes regarding the existence, validity, or termination, shall be subject to the exclusive jurisdiction of the courts of Luxembourg. You hereby consent to the personal jurisdiction of such courts and waive any objections to venue in such courts. Any disputes between the parties arising from or related to the use of the App shall be resolved on an individual basis. Any claims or controversies will not be pursued as class, collective, or representative actions and you hereby acknowledge and agree upon class action waivers.

16. Contact Information

For any inquiries, concerns, or to report a problem, please contact us here:

Email: support@deepneed.tech

Phone: +352621515384

Address: 12 Bei der Aarnescht Niederanven (Oberanven) - 6969 Luxembourg (LU)