

Terms and Conditions allayed out by 18 - 25 City Events. In specific T&C's may include: 18 - 25 City Events, Partners: Businesses, TicketProviders. TICKETTAILOR & Fatsoma, only! Resellers. Daily Variable. Nightclubs, as stated. External Staff.

2.2 Unless the context otherwise requires:

2.2.1 reference to any statute or statutory provision includes a reference to: that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated; and all statutory instruments or orders made pursuant to it;

2.2.2 words denoting the singular number only shall include the plural and vice versa;

2.2.3 words denoting any gender shall denote all genders and words denoting persons shall include firms and corporations and vice versa;

2.2.4 reference to any clause or sub-clause is to a clause or sub-clause (as the case may be) of these Terms;

2.2.5 the headings in these Terms are inserted for convenience only and shall not affect the construction or interpretation of these Terms; and

2.2.6 any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

3. COMMENCEMENT OF AGREEMENT

The contract between 18-25 City Events and the User shall be effective from the time that the User first Accepts these Terms and shall remain in force until or unless terminated under these Terms.

4. TERMS APPLICABLE

4.1 In consideration for 18 - 25 City Events providing all or part of the Service the User agrees to be bound by these Terms.

4.2 18 - 25 City Events may vary these Terms at any time. Such variations shall become effective immediately upon the posting of the modified Terms on the Website. By continuing to use the Service following any such variation, the User shall be deemed to accept such variation without confirmation from the user.

5. USE OF THE SERVICE

Use of the service by the User

5.1.1 For the duration of these Terms, 18 - 25 City Events grants to the User a personal, non-exclusive, non-transferable, non-sublicensable, revocable, limited right to use the Service for the

purpose of being a Customer, a Reseller, a Partner, a Promoter and/or a Rep.

5.1.2 The User shall be responsible for obtaining and maintaining the User's Equipment. 18 - 25 City Events has no responsibility or liability for the User's Equipment.

5.1.3 The User represents and warrants that it or a suitably qualified employee, agent or sub-contractor, has familiarised itself with relevant laws, licences, codes of practice, guidelines, directives and regulations relating to the subject matter of this agreement. The User shall ensure at all times that their use of any part of the Service, including connection of the User's Equipment to the Server, is in accordance with all applicable data protection and other laws, licences, codes of practice and regulations in force from time to time.

5.1.4 The Service shall only be used by the User or a duly authorised officer, agent or other representative of the User. The User may not assign, novate, re-sell, sub-license, charge or otherwise deal with either the whole or part of the Service.

5.1.5 The User shall not (and shall not permit any third party to) copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Website, the App or the Service in whole or in part.

5.1.6 The User shall not (and shall not permit anyone else to) publish, copy, store, modify, transmit, distribute or broadcast any part of the Content except where it is necessary to do so to enable the User to receive the Service in accordance with these Terms.

5.1.7 In order to access the Service, the User may be required to use a unique password ("Password"). The User may only disclose their Password to their duly authorised officers, agents or other representatives. The User is responsible for the security and proper use of their Password and shall take all necessary steps to ensure that the Password is kept confidential, used properly and not disclosed to unauthorised persons.

5.1.8 The User shall immediately notify 18 - 25 City Events if they have reason to believe that:

- 5.1.8.1 the Password is no longer confidential;
- 5.1.8.2 has been an unauthorised use of the Password or the User's Service account; or
- 5.1.8.3 there has been any other breach of security relating to the Password, the Website, the App or the Service.

5.1.9 18 - 25 City Events at its sole discretion reserves the right to:

- 5.1.9.1 refuse to accept a User's registration;
- 5.1.9.2 limit a User's access to the whole or any part of the Service at any time; and/or
- 5.1.9.3 cancel, suspend or withdraw a User's access to the whole or any part of the Service at any time.

5.1.10 Access to the Website is permitted on a temporary basis and Fatsoma reserves the right to suspend at its sole discretion the whole or any part of the Service for any reason whatsoever. In such situations, Fatsoma shall seek to, but shall not be obliged to, give the User as much notice as is reasonably practicable. For the avoidance of doubt, Fatsoma shall not be liable to the User for any loss whatsoever arising from such a suspension.

5.1.11 Fatsoma shall be entitled to vary the technical specification of the Service and/or the Website and/or the App from time to time. Fatsoma may, for this purpose, suspend access to the Service and/or the Website and/or the App or close any one or more of them indefinitely.

5.1.12 Any of the material on the Website and/or the App (including the Content) may be out of date at any given time and Fatsoma is under no obligation to update such material or Content.

5.1.13 Fatsoma shall be entitled to close any User accounts which are inactive for a period of 6 (six) months or more, including Customer, Reseller, Partner, Rep and/or Promoter accounts. If, at the time it is closed, such User account is in credit by any amount, Fatsoma will keep a record of the account for 3 (three) months after it is closed, during which period the User shall be entitled to request that Fatsoma reactivate their account or withdraw any amounts by which the account is in credit. If, at the end of the 3 (three) month period, the User has not reactivated their account or withdrawn the funds in their account, they shall be deemed to have waived absolutely their right to collect such amount and Fatsoma shall be entitled to retain such amount for its own personal account.

5.1.14 The user to be entered into our messenger collective without confirmation. User will agree an action which automatically subscribes the user to our collective. User can withdraw through Sending the word Stop within messenger.

5.2 Use of the Service by Promoters

5.2.1 18 - 25 City Events is a Student LED event Management company who shall also share relevant businesses information and

promotions with relevant users to provide the best possible experience.

5.2.3 Fatsoma is in no way responsible for the use of the Service by any Customers, Resellers, Partners or Reps and as such is not liable to the Promoter for any act or omission of such Resellers, Partners, Customers or Reps.

5.2.4 18 - 25 City Events, listing the Event and/or Offer shall be solely responsible for ensuring that the Event and/or Offer details are correct, including: entry times, Ticket price, Event/Offer details, Voucher price, Reseller fees, Partner fees, Rep fees, booking fee variations and door policy. Fatsoma is in no way responsible for incorrectly entered details for such Events or Offers, nor is it responsible for any revenue lost as a consequence.

5.2.5 18 - 25 City Events may import their own database into the Server in order for Fatsoma to promote a Promoter's Event to its existing customers. Where this occurs, the provisions of clause 11.4.1 shall apply.

5.2.6 Where the Promoter imports their databased pursuant to clause 5.2.5, and where the individuals within the database are not registered with Fatsoma, Fatsoma agrees that it shall only promote the Promoter's Events to the individuals within the Promoter's database. This also includes transferring user database from one Event Brand to Another Events Brand. Solely owned by the Organisers.

5.2.7 Promoters may co-promote an Event with another Promoter. Where this occurs, 18 - 25 City Events agrees that it shall only send marketing materials or information in relation to the Event on behalf of each Promoter to their respective Customers/followers (for example, previous customers of promoter 1 will receive news of the Event on behalf of promoter 1, with previous customers of promoter 2 receiving news of the Event on behalf of promoter 2).

5.2.8 Should the Promoter cancel an Event or withdraw an Offer, it is the Promoter's responsibility to inform Fatsoma and the Users who purchased Tickets and Vouchers. In such circumstance, the Promoter shall refund all Ticket and Vouchers sales in accordance with these Terms and is responsible for processing refunds using the Service, or contacting Users regarding an alternative date or substitute Offer.

5.2.9 18 - 25 City Events has the right to remove any Event or Offer and to remove from sale any Tickets or Vouchers which it in its

absolute discretion deems to be unsuitable for its growth, sustainability and development and or any other reason deemed fit.

5.2.10 The Promoter shall allow Fatsoma to act as a Ticket agent for its Events and Offers. Fatsoma has a right to charge a booking fee to the Customer over and above the face value of the Ticket or Offer. This fee constitutes a financial transaction charge used to cover Fatsoma's cost of taking the transaction.

5.2.11 Promoters selling Tickets or Vouchers through their own merchant account with Fatsoma (Direct Pay) are liable to pay all booking fees, Partner fees and Rep fees to Fatsoma within 30 days of the invoice being issued.

5.2.12 Fatsoma reserves the right to transfer the Promoter back onto the Normal Pay method at its absolute discretion. Furthermore, Fatsoma may take any outstanding fees due from a Promoter's future Ticket sales.

5.2.13 Fatsoma reserves the right to not allow the Promoter to use the Direct Pay method of payment.

5.2.14 The User hereby acknowledges and agrees:

5.2.14.1 that Fatsoma may receive a request to release information in relation to a particular Event or Offers and the identity of the User offering such Events and Offers to regulatory bodies including, without limitation, the advertising standards authority and the information commissioner's office (Regulatory Bodies) and

5.2.14.2 that 18 - 25 City Events may release such information to the Regulatory Bodies.

5.3 Use of the Service by Partners and Reps

5.3.1 18 - 25 City Events provides a platform to Partners and Reps to enable them to promote Tickets for Events in return for a commission, which is set and paid by the Promoter.

5.3.2 The Partner shall be entitled to appoint its own Reps to promote Tickets for Events on behalf of itself, in return for a commission which is set and paid by the Partner.

5.3.3 Fatsoma is in no way responsible for commissions set by Promoters or Partners and is not affiliated with the Events or Offers in any way.

5.3.4 Fatsoma shall not be liable to pay any agreed commission to the Partners or Reps. A Rep's sole remedy for non-payment of such commission shall be against either the Promoter or the Partner (whichever it is acting on behalf of) and the Partner's sole remedy for non-payment of such commission shall be against the Promoter.

5.3.5 Partners and Reps are neither employed by the Promoters nor by Fatsoma directly. It is the Partner's and Rep's sole responsibility to declare and be accountable for any taxation requirements.

Fatsoma is acting purely as a platform for Partners and Reps to earn commission from Promoters.

5.3.6 Each Partner and Rep is responsible for the withdrawal of their funds from their User account with Fatsoma, as well as providing Fatsoma with correct bank details. If Reps or partners do not withdraw their fees' after 6 full months. Monies are to be returned to the promoters Available Funds.

5.3.7 Partners and Reps shall at all times act in good faith towards both Fatsoma and the Promoter and shall not act in any manner which might bring either Fatsoma or the Promoter into disrepute.

5.3.8 Each Partner and each Rep shall ensure that, when promoting and marketing any Tickets to Events, they do not misrepresent any details about the Event and that all information they provide about the Event is accurate and not misleading.

5.4 Use of the Service by Resellers

5.4.1 18 - 25 City Events provides a platform to Resellers to enable them to introduce Promoters to Fatsoma, in return for a commission of a percentage of all booking fees which Fatsoma receives relating to the Promoter's Events, such percentage shall be as notified and varied by Fatsoma to the Reseller from time to time.

5.4.2 The Reseller shall be able to introduce Promoters to Fatsoma by the provision of a unique Reseller link or via an email sent using the Service. The Reseller shall only be deemed to be a Reseller of the Promoter if the Promoter signs up through one of the two methods set out in this clause 5.4.2.

5.4.3 18 - 25 City Events shall ensure that all sums due to the Reseller relating to an Event are available to be withdrawn by the Reseller three (3) days after the end of the Event.

5.5 Use of the Service by Customers

5.5.1 Fatsoma provides a platform to Customers to enable them to search for, purchase and register for Tickets/Vouchers for Events and Offers, which are promoted and advertised on the Service by Promoters.

5.5.2 Fatsoma is in no way responsible for the description, staging, quality or value of Events or Offers and is not affiliated with the Events or Offers in any way.

5.5.3 Fatsoma shall not be liable to the Customer for any refunds –

please see clause 6 for details as to payment and refunds. 18 - 25 City Events Are not liable for issues surrounding entry, refused entry, Lateness, or any other issue regarding entry into the nightclub. Under absolute no circumstances, are refunds appropriate. Unless 18 - 25 City Events agrees to provide one.

5.5.4 The Customer shall comply with any applicable terms and conditions of the Promoter, the venue of an Event, the Offer or any other relevant party. This includes 5.5.4. No refunds are necessary at all. There will be no exemption unless the event has been cancelled.

5.5.5 Customers shall be entitled to browse and 'follow' various Promoters from time to time through the Service.

5.5.5. If the user purchases the Event Ticket before a particular date clearly stated, they maybe eligible for a refund minus booking fee.

It's clear, all Wristbands purchased before 15th August at 00.00 are entitled to a refund IF they have not made it into their chosen University of which the events are being held within. A UCAS Letter and 'UCAS Track' evidence are to be sent to

Refunds@BathFreshers.com with a subject line 'Refund' lost emails or late replies due to missed emails from unfollowed instructions are not in any way due to 18 - 25 City Events, failing responsibilities. Missed emails have an expiry date of 90 days.

5.5.6 Payments through PayPal. Under no conditions are PayPal to automatically refund customers unless contacted the promoter within first instance relating to any issue surrounding 'Freshers Week'. All complaints are to be handled through 18 - 25 City Events.

5.5.7 All decisions regarding refunds are made final by 18 - 25 City Events not PayPal.

5.5.8 if a customer does not enter the venue on time, or queues for a long duration, is rejected by security or any member of staff working, Doesn't attend 1 or more Events, Has been given false information, or being evicted from the club early are not under any circumstances liable for a refund - 18 - 25 City Events decision is final upon refunds.

5.5.9 - Users and customers are to ensure the first response is direct to 18 - 25 City Events who can provide the most accurate information around Events & Refunds. 18 - 25 City Events decision will include clear reasoning but may not be completely accurate.

6. PAYMENT

6.1 Tickets are sold through either the Normal Pay method or the

Direct Pay method, or through PayPal depending on which method has been adopted by the Promoter of such Event.

6.2 Vouchers are sold through either the Normal Pay method or the Direct Pay method, depending on which method has been adopted by the Promoter of such Offer.

6.3 The operation of the two payment methods shall be as set out in this clause 6.

6.4 Normal pay Ticket and Voucher sales

6.4.1 Tickets and Vouchers sold through Fatsoma's Normal Pay method are sold for Events and Offers advertised by Promoters, where transactions are processed through Fatsoma's own online merchant and bank account. Transactions of this nature adhere to the terms of clause 6.4.

6.4.2 Fatsoma shall ensure that all sums due to the Promoter relating to an Event are available to be withdrawn by the Promoter after three (3) days from the end of the Event.

6.4.3 Fatsoma shall ensure that all sums due to the Promoter relating to an Offer are available to be withdrawn by the Promoter within fourteen (14) days of the end-date of the Offer, as set by the Promoter.

6.4.5 A Customer may apply for a refund of the price of the Ticket prior to the Event in question, provided that Tickets for the Event remain on sale. Acceptance of refunds are determined by the Event's refund policy, which is set by the Promoter, and it is the Customer's responsibility to check this policy with the Promoter prior to purchasing the Ticket. Fatsoma & TicketTailer shall not be liable to the Customer for any refunds.

6.4.6 If the Promoter agrees to provide the Customer with a refund in accordance with clauses 6.4.4 or 6.4.5, and notifies Fatsoma and its ticket outlets that it has agreed to provide such refund, Fatsoma or the necessary ticket provider will process any refund due to such Customer within a reasonable period and, in any case, within 30 days of the day the refund is notified by the Promoter.

6.4.7 If an Event or Offer is cancelled, the Promoter of the Event or Offer will inform the Customer and Fatsoma prior to such cancellation and hereby authorises Fatsoma or Alternative providers to refund to the User the Ticket price or the Voucher price minus the booking fee, which shall not be refunded in any circumstances.

6.5 Direct pay Ticket and Voucher sales

6.5.1 Tickets and Vouchers sold through Fatsoma's Direct Pay method are sold for Events and Offers advertised by Promoters, where transactions are processed through the Promoter's merchant account. Transactions of this nature adhere to the terms of clause 6.5.

6.5.2 Fatsoma or 18 - 25 City Events ticket providers will usually invoice the Promoter for all sums due to it relating to an Event within 5 working days of the end of the month of the Event and the Promoter shall pay such invoice within 5 working days of the end of the month of the Event.

6.5.3 The Promoter of the Event is responsible for setting its own terms and conditions, including cancellation and refund policy.

6.5.4 It is the responsibility of the Customer to check the Promoter's terms and conditions with 18 - 25 City Events before the purchase of any Tickets/Vouchers.

6.5.5 If the Customer wishes to obtain a refund for a Ticket/Voucher from 18 - 25 City Events, Fatsoma or the contacted regulatory will forward on any such requests to the Promoter. Fatsoma or 18 - 25 City Events alternative ticket outlets shall not be liable to the Customer for any refunds.

6.5.6 If a Customer requests a refund from 18 - 25 City Events, 18 - 25 City Events shall process such request in good faith and in accordance with its terms and conditions that it had in place at the time the Customer purchased the Ticket(s)/Voucher(s) in question.

6.5.7 Fatsoma is in no way responsible for Tickets/Vouchers sold through the Direct Pay method and has no authority, and shall not be liable, to issue refunds to a Customer without the Promoter's consent. It is the user or customer to get in contact with the ticket provider to therefore get in touch with 18 - 25 City Events in such issues.

8. INTELLECTUAL PROPERTY

8.1 The User acknowledges that all Intellectual Property Rights subsisting in the Website, the App and the Service, including in relation to the design, text, graphics, music, photographs, sound, video and any other material as well as the selection or arrangement thereof, are owned by 18 - 25 City Events or are owned by third parties and used by Fatsoma under licence.

8.2 The User may print off one copy, and may download extracts, of

any page(s) from the Website, the App or the Service for their personal use.

8.3 The User must not modify the paper or digital copies of any materials they have printed off or downloaded in any way, and must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

8.4 18 - 25 City Events status (and that of any identified contributors) as the authors of Content on the Website, the App and the Service must always be acknowledged.

8.5 The User must not use any part of the Content for commercial purposes without obtaining a licence to do so from Fatsoma or its licensors.

8.6 If the User prints off, copies or downloads any part of the Website, the App and the Service in breach of these Terms, the User's right to use the Website, the App and the Service will cease immediately and the User must, at 18 - 25 City Events option, return or destroy any copies of the materials the User has made.

9. USER WARRANTIES AND REPRESENTATIONS

9.1 The User represents and warrants to 18 - 25 City Events that their use of the Service shall:

- 9.1.1 not be in breach of any contractual, statutory (including but not limited to infringement of Intellectual Property Rights, data protection, defamation, theft, fraud, drug-trafficking, money-laundering and terrorism statutes) or common law rights of any third party; and

- 9.1.2 not be threatening, fraudulent, abusive, harassing, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, indecent, or otherwise objectionable or inappropriate as determined by 18 - 25 City Events at its sole discretion.

9.2 The User represents and warrants that all the information that they supply to 18 - 25 City Events and its partners shall be accurate, complete and true in all respects and the User agrees that they shall notify 18 - 25 City Events immediately of any changes to such information or if such information becomes out of date.

9.3 The User shall comply with 18 - 25 City Events reasonable instructions in relation to their use of the Website, the App and the Service.

9.4 The User shall not:

- 9.4.1 obtain or attempt to obtain, the Service by re-arranging, tampering with, or making connection with any facilities of 18 - 25

City Events, or by any trick, scheme, false representation or by or through any other fraudulent means or devices whatsoever in whole or in part;

- 9.4.2 attempt to, or actually, obtain, access, alter or destroy any one or more of the software, data files, programs, procedures or information of Fatsoma or of another user of the Service;

- 9.4.3 assist another to perform the acts prohibited in clauses 9.4.1 and 9.4.2 above;

- 9.4.4 use the Service in such a manner as to interfere unreasonably with the use of the Service by any other User or authorised person;

or

- 9.4.5 allow any other person or entity to use or access the Service unless they are a duly authorised officer, agent or other representative of the User.

10. BUGS, VIRUSES AND PDPs

10.1 The User represents and warrants to 18 - 25 City Events that their use of the Service shall not cause any PDPs to be transmitted to the Server.

10.2 The User shall inform 18 - 25 City Events immediately if they become aware of any PDPs, bugs or errors on the Website, the App or the Service.

10.3 The User acknowledges that, despite 18 - 25 City Events taking reasonable precautions, it is still possible that PDPs may be transmitted from the Server or a server belonging to any third party to the User's Equipment. The User therefore accepts that is shall have full responsibility for protecting the User's Equipment from PDPs and Fatsoma shall have no responsibility for ensuring that content downloaded from the Website is free of PDPs.

10.4 18 - 25 City Events has used its reasonable endeavours to ensure that the Website is secure. However, Fatsoma does not warrant or represent that either this is the case or that the internet is secure.

10.5 18 - 25 City Events will not be liable for any loss or damage caused by a PDP or other technologically harmful material that may infect the User's Equipment, computer programs, data or other proprietary material due to the User's use of the Website, the App or the Service or due to the User downloading any Content or accessing any website linked to the Website, the App or the Service.

10.6 The User acknowledges that any data transmitted to Fatsoma or the Server electronically via the internet, an intranet or another

private network including the Website may be intercepted by third parties and unlawfully exploited. The User accordingly accepts that Fatsoma has no responsibility in respect of the acts of such third parties.

10.7 18 - 25 City Events are not responsible for any downloads taken place from Third Party Advertisers

11. USE OF DATA AND DATA PROTECTION

11.1 By providing 18 - 25 City Events with the data set out in this clause 11 and by Accepting these Terms, the User acknowledges that their data will be used in accordance with these terms and conditions and the Privacy Policy, stated on Website.

11.2 All parties to these terms agree to comply with all applicable requirements of the Data Protection Laws. This clause 11.2 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Laws.

11.3 Information collected by 18 - 25 City Events

11.3.1 When the User registers with Fatsoma and 18 - 25 City Events alternative ticket partners to use the Service, the User provides Personal Data and information by means of registration screens on the Website or any App that uses the Service and, as the User uses the Service, Fatsoma shall collect further information from the User, which may include Personal Data. We may also track online activity and cookies to enhance user experience. This may include being subscribed into a messenger collective upon necessary action being taken.

11.3.2 18 - 25 City Events shall be the Data Controller in relation to any Personal Data collected under clause 11.3.1 and its use of Personal Data is set out in the Privacy Policy

11.4 Information Imported by a Promoter

11.4.1 If a Promoter imports its own database or other contact information it has collected into the Server, that database shall remain owned by that Promoter. The Promoter shall be the Data Controller in relation to any Personal Data collected pursuant to this clause 11.4.1. Fatsoma will be a Data Processor of this data and shall comply with its obligations as a Data Processor as set out in clauses 11.6.5 to 11.6.12 of these terms and the Privacy Policy

11.4.2 Further to clause 11.4.1, the Promoter warrants that, where it is a Data Controller, it shall provide each Data Subject with the required information as set out in Article 14 of the GDPR, including but not limited to the identity and contact details of the Promoter, the

purposes for processing their information and the categories of personal data with which the Promoter is concerned.

11.4.3 The Promoter warrants that it has all consents required to allow it to import its database referred to in clause 11.4.1 into the Server and to allow Fatsoma to process such Personal Data in accordance with these Terms and the terms of the Privacy Policy.

11.4.4 Personal Data imported or collected into a brand following owned by the Promoter may be exported out of the Service by the Promoter at any time.

11.5 Users who follow Promoters

11.5.1 If a Customer, or other User, creates an account on the Fatsoma platform and follows a Promoter pursuant to clause 5.5.5 (including a Data Subject who was initially introduced to the Service through the importing of a database pursuant to clause 11.4.1), that User's data shall become part of Fatsoma's database.

11.5.2 Where the events in clause 11.5.1 occur, both Fatsoma, ticket providers and the Promoter shall be referred to as a Data Controller in relation to any Personal Data provided by a User. Further information how 18 - 25 City Events will use such data can be found in the Privacy Policy.

11.5.3 Fatsoma and each User hereby grants permission to the Promoter to, at any time for the duration of these Terms:

- 11.5.3.1 use any data relating to a User who follows that Promoter, and has agreed to receive marketing information, for the purposes of promoting and marketing that Promoter's Events or Offers;
- 11.5.3.2 use any data relating to a User who has purchased a ticket to one of that Promoter's Events or Offers for the purposes of promoting and marketing similar Events and Offers promoted by that Promoter; and
- 11.5.3.3 export from the Service all data relating to Users who follow that Promoter.

11.5.4 The Promoter hereby undertakes fully and effectively to indemnify and keep indemnified at all times 18 - 25 City Events against all actions, proceedings, costs, claims, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) sustained, suffered, incurred or paid by Fatsoma directly or indirectly in respect of any breach by the Promoter of this clause 11.

11.6 General use of Data

11.6.1 All Users shall:

- 11.6.1.1 only use Personal Data in accordance with these Terms and the privacy policy;
- 11.6.1.2 comply with all reasonable instructions of 18 - 25 City Events in relation to any data;
- 11.6.1.3 process all data fairly and lawfully; and
- 11.6.1.4 put in place appropriate security measures to protect data from unauthorised or unlawful processing and accidental loss or destruction.

11.6.2 As set out in the Privacy Policy, a User is entitled to withdraw their consent to any processing of their Personal Data at any time and shall do so by contacting 18 - 25 City Events advising them of such withdrawal.

11.6.3 If a User withdraws their consent to processing in accordance with clause 11.6.2 above:

- 11.6.3.1 18 - 25 City Events shall cease to process such applicable Personal Data and shall inform any other Users who currently hold such Information; and
- 11.6.3.2 any User who holds this Personal Data warrants that it will cease to process such personal data.

11.6.4 All Users hereby undertake fully and effectively to indemnify and keep indemnified at all times Fatsoma against all actions, proceedings, costs, claims, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) sustained, suffered, incurred or paid by Fatsoma directly or indirectly in respect of a breach by that User of this clause 11.

11.6.5 Where any individual to whom these terms apply is a Data Processor, they agree that they will only process Personal Data in accordance with the written instructions of the Data Controller of that Personal Data unless required to do so by law.

11.6.6 Where any individual to whom these terms apply is a Data Controller, it will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of Personal Data to any Data Processor.

11.6.7 Where any individual to whom these terms apply is a Data Processor and appoints a Sub-Processor, the Data Processor must impose similar contract terms on the Sub-Processor as are required by the Data Protection Laws, especially but not exclusively, those contract terms required under Article 28.3 of the GDPR.

11.6.8 A Data Processor will not transfer the Personal Data outside of the European Economic Area (EEA) unless:

- 11.6.8.1 the Data Processor has obtained the prior written consent of the Data Controller;
- 11.6.8.2 the Data Processor has provided Appropriate Safeguards in relation to the transfer, and can demonstrate this to the reasonable satisfaction of the Data Controller;
- 11.6.8.3 the Data Subjects whose Personal Data will be transferred have enforceable rights and effective legal remedies; and
- 11.6.8.4 the Data Processor can provide an adequate level of protection to any Personal Data that is transferred.

11.6.9 The Data Processor shall put in place appropriate technical and organisational measures to:

- 11.6.9.1 protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, the Personal Data; and
- 11.6.9.2 allow the Data Controller to meet its obligations to Data Subjects, including but not limited to:
 - - (a) rectification or erasure of Personal Data;
 - - (b) Restriction Of Processing of Personal Data;
 - - (c) Data Portability; and
 - - (d) prompt response to Subject Access Requests.

11.6.10 The Data Processor will obtain a commitment of confidentiality from anyone it allows to process the Personal Data, including but not limited to:

- 11.6.10.1 the Data Processor's employees, agents, officers and affiliates;
- 11.6.10.2 agency or temporary workers; or
- 11.6.10.3 Sub-contractors or Sub-Processors.

11.6.11 The Data Processor will assist the Data Controller, so far as is possible and taking into account the nature of the processing under these terms and the information available to the Data Processor, in meeting the Data Controller's obligations under the Data Protection Laws, including but not limited to:

- 11.6.11.1 the obligation to keep Personal Data secure;
- 11.6.11.2 the obligation to notify Personal Data Breaches to the Supervisory Authority;
- 11.6.11.3 the obligation to advise Data Subjects where there has been a Personal Data breach;
- 11.6.11.4 the obligation to carry out data protection impact assessments; and
- 11.6.11.5 the obligation to consult with the supervisory authority

where a data protection impact assessments indicates an unmitigated high risk to the processing activities under these terms.

11.6.12 Both parties shall:

- 11.6.12.1 retain all information required to demonstrate that the Data Processors and the Data Controllers have met their obligations under the Data Protection Laws;
 - 11.6.12.2 inform a Data Controller immediately if the Data Processor believes or suspects that it has been given an instruction that does not comply with the Data Protection Laws; and
 - 11.6.12.3 notify a Data Controller immediately if a Data Processor becomes aware of or reasonably suspects a Personal Data breach.
- 18 - 25 City Events and affiliates may use features and marketing tools to engage and respond to ensure the best possible experience and results to 18 - 25 City Events. These tools and extensions information can be disclosed with a fee of £99

12. EXCLUSION OF WARRANTIES / LIMITATION OF LIABILITY

12.1 Where the User accesses the Service by means of the internet, 18 - 25 City Events will use its reasonable endeavours to ensure that the Service is accessible at all times via the internet but 18 - 25 City Events does not warrant or represent that it can do so since neither 18 - 25 City Events nor any other party has any control over the internet, which is a global decentralised network of computer systems.

12.2 The Service is provided “as is” without any warranty of any kind either express or implied including but not limited to the implied warranties of satisfactory quality, merchantability, fitness for a particular purpose, title and non-infringement of Intellectual Property Rights.

12.3 Neither 18 - 25 City Events nor any of its directors, employees or other representatives will be liable for loss or damage arising out of or in connection with the use of the Service. This is a comprehensive limitation of liability that applies to damages of any kind, whether arising from negligence, breach of contract, statutory duty or otherwise, including (without limitation):

- 12.3.1 compensatory damages;
- 12.3.2 direct losses;
- 12.3.3 indirect or consequential loss;
- 12.3.4 loss of data;
- 12.3.5 loss of income or profit; or

- 12.3.6 loss of or damage to property and claims of third parties.

12.4 The total liability of 18 - 25 City Events to the User, whether in contract, tort (including negligence) or otherwise in connection with these Terms, the Website, the App or the Service, shall in no circumstances exceed a sum equal to:

- 12.4.1 the amount paid or received through the Service by the User in the immediately preceding twelve month period; or

- 12.4.2 if the User has not been a User for a full twelve months, a pro rata amount equivalent to what would have been paid over a full twelve months if the User continued to pay and receive the Service at the same average rate as it had done previously.

12.5 18 - 25 City Events is not responsible in contract or in tort for the unauthorised access to, or alteration, theft or destruction of emails, files, programs, or information of the User by any person through accident or by fraudulent means or devices, even if such access occurs as a result of 18 - 25 City Events own negligence.

12.6 18 - 25 City Events does not guarantee that the Website, the App, the Service and/or any Content, will always be available or be uninterrupted. 18 - 25 City Events may suspend or withdraw or restrict the availability of all or any part of the Website, the App, the Service and/or any Content for business and operational reasons. 18 - 25 City Events will use reasonable endeavours to give reasonable notice of any suspension or withdrawal.

12.7 18 - 25 City Events accepts no responsibility for misused User accounts. 18 - 25 City Events is not liable for losses incurred due to the misuse of an account by a User or any other party, whether such loss is personal to that User or to any other User. This includes but is not limited to: incorrect withdrawal of funds, provision of incorrect Event or Offer information or pricing and other general misuse of the account.

12.8 The exclusions in this clause 12 shall apply to the fullest extent permissible at law, but 18 - 25 City Events does not exclude liability for:

- 12.8.1 death or personal injury caused by its negligence;

- 12.8.2 fraud or fraudulent misrepresentation; or

- 12.8.3 any other liability which may not be excluded by law

13. INDEMNITIES

The User undertakes fully and effectively to indemnify and keep indemnified at all times 18 - 25 City Events against all actions, proceedings, costs, claims, demands, liabilities and expenses

whatsoever (including legal and other fees and disbursements) sustained, suffered, incurred or paid by 18 - 25 City Events directly or indirectly in respect of:

13.1 access to and/or use of the Website, the App or the Service by the User;

13.2 any Content, information, data or material produced, transmitted or downloaded by the User;

13.3 the Customer's breach of any third party's terms and conditions, including those of a Promoter, howsoever arising; and

13.4 any breach by the User of any of these Terms or of any applicable law, code or regulation.

14. LINKS TO OTHER SITES

Certain links, including hypertext links, in the Website will take the User outside the Website. Links are provided for the User's convenience and inclusion of any link does not imply endorsement or approval by 18 - 25 City Events of the linked site, its operator or its content. 18 - 25 City Events is not responsible for the content of any website outside the residence Website.

15. FORCE MAJEURE

15.1 18 - 25 City Events shall not be responsible for any delay in, or failure of, the Service or the internet due to any occurrence commonly known as force majeure, including war, riots, embargoes, terrorism, strikes, or other concerted acts of workmen (whether of 18 - 25 City Events or others) casualties or accidents, or any other causes, circumstances, or contingencies beyond 18 - 25 City Events control, which prevent or hinder the performance of Fatsoma of any of its obligations hereunder.

15.2 In such circumstances, 18 - 25 City Events shall be entitled to a reasonable extension of the time for the reinstatement of such Service. If the period of delay or non-performance continues for a period of eight (8) weeks or more, the User or 18 - 25 City Events may terminate these Terms by giving not less than fourteen (14) days' written notice to the other party.

16. TERMINATION

16.1 Either party may terminate these Terms immediately by notifying the other that these Terms are terminated.

16.2 On termination of these Terms by either party pursuant to clause 16.1:

- 16.2.1 all rights granted to the User under these Terms shall cease;
- 16.2.2 the User shall cease all activities authorised by these Terms;

and

- 16.2.3 the User shall immediately destroy or return to 18 - 25 City Events (at 18 - 25 City Events option) all copies of any Content or other materials which they hold in relation to the Website, the App or the Service.

16.3 Any provision of these Terms which expressly or by implication is intended to come into or continue in force on or after termination of these Terms shall remain in full force and effect.

17. WAIVER

Failure or neglect by 18 - 25 City Events to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of 18 - 25 City Events rights hereunder nor in any way affect the validity of the whole or any part of these Terms nor prejudice Fatsoma's rights to take subsequent action.

18. ASSIGNMENT

18.1 Neither these Terms nor the benefit of the Service may be assigned or transferred by the User whether voluntarily or involuntarily or by operation of law, in whole or in part, to any party without the prior written consent of 18 - 25 City Events, and 18 - 25 City Events reserves the right to charge for any time or costs incurred by its staff in so doing. No such assignment by the User howsoever occurring shall relieve the User of their obligations hereunder.

18.2 18 - 25 City Events is fully entitled to assign or transfer these Terms or the Service at any time.

19. NOTICES

19.1 Any notice required or permitted under these Terms or required by statute, law or regulation shall (unless otherwise provided) be in writing and shall be delivered in person, or sent by registered mail or air mail as appropriate, properly posted and fully prepaid in an envelope properly addressed to 18 - 25 City Events as follows:

18 - 25 City Events
16 Hillfields Avenue
Bristol
BS164LF
United Kingdom

or to such other address as may from time to time be designated by notice set out on the Website or otherwise notified to the User. 18 - 25 City Events may at its sole discretion notify Users of any matter

by displaying a message on the Website.

19.2 Any such notice shall be in the English language and shall be considered to be received within seven days after it was sent in the manner hereinbefore provided.

20. INVALIDITY

20.1 If at any time any provision of these Terms is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

- 20.1.1 the legality, validity or enforceability in that jurisdiction of any other provision of these Terms; or
- 20.1.2 the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of these Terms.

21. AGREEMENT

These Terms supersede any arrangements, understanding, promises or agreements made or existing between the parties hereto prior to these Terms in respect of the Service and constitutes the entire understanding between the parties hereto regarding the same. Except as otherwise provided herein, no addition, amendment to or modification of these Terms shall be effective unless it is in writing and signed by and on behalf of both parties.

22. LAW AND JURISDICTION

These Terms shall be governed and construed in accordance with English law and parties hereby submit themselves to the exclusive jurisdiction of the English courts in respect of any claim (including non-contractual disputes or claims).

23. THIRD PARTIES

Nothing in these Terms confers or purports to confer on any third party any benefit of any right to enforce any of these Terms pursuant to the Contracts (Rights of Third Parties) Act 1999.