

Terms and Conditions

Version 1.0 – 2025.04.20

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1. Introduction

These Terms of Service ("Terms") govern your access to and use of the platform **Social Dancing**, operated by **Webigo e.U.** ("we", "us", or "our").

The platform offers various digital tools and services for event organizers and dancers in the social dance community, including but not limited to ticketing software, loyalty program features, sponsored content listings, and social ads on third-party platforms (e.g. Instagram, Facebook).

By accessing or using any part of the Social Dancing platform (including as a visitor, partner, or dancer), you agree to be bound by these Terms. If you do not agree to these Terms, you may not use the platform or any of its services.

These Terms are available in both English and German. In the event of any conflict between the two versions, the **German version shall prevail**.

2. Definitions

For the purposes of these Terms:

- **Platform** refers to the online platform branded as Social Dancing, operated by Webigo e.U., including all features, tools, and services available to users — such as ticketing, loyalty programs, sponsored listings, and social ads.
- **Activities** refers collectively to any dance-related offerings made available on the Platform by Partners, including but not limited to events, courses, and festivals.
- **Partner** means any person or organization that creates an account to publish, manage, or promote Activities, and/or subscribes to paid services like ticketing, loyalty programs, or advertising.
- **Dancer** refers to any individual who creates an account on the Social Dancing platform primarily to engage with the loyalty program, view or attend listed Activities, or access dancer-specific features available in the Dancer Portal.
- **Visitor** refers to any individual who accesses the Platform without creating an account, and may browse content publicly available such as Activities or partner profiles.
- **Ticketing Software** refers to the tool that enables Partners to create, publish, sell, and manage tickets to their Activities.
- **Loyalty Program** refers to the feature that allows Partners to offer point-based rewards for dancers attending their Activities, with the option for Dancers to collect and redeem points via the Dancer Portal.

- **Sponsored Listings** means the paid advertising feature allowing Partners to promote their activities at the top of relevant search and listing pages.
- **Social Ads** refers to advertisements and stories published by us on social media (e.g., Instagram or Facebook) on behalf of Partners.
- **Content** means any data, media, event listings, courses, images, text, or other information submitted, uploaded, or displayed on the Platform by any user.

3. User Types and Account Registration

3.1. Minimum Age

You must be at least 18 years old to create an account (Partner or Dancer) and use the Platform's services. By creating an account, you represent and warrant that you meet this age requirement.

3.2. Partners

To access features such as uploading content, selling tickets, or using the loyalty or advertising tools, you must register as a Partner. You are required to:

- Provide accurate and complete information when creating your account,
- Protect your login credentials and keep your account information accurate and current.

You are responsible for all activity under your account and may invite additional team members to help manage your content, provided they also comply with these Terms.

3.3. Dancers

Dancers may create an account to join loyalty programs, track collected points, and access other features through the Dancer Portal. While account creation is not required to view content or attend events, certain features (e.g., redeeming points, viewing rewards, receiving partner notifications) require registration and login.

3.4. Visitors

Visitors may freely browse the Platform to view publicly available information such as event pages, course descriptions, and Partner profiles. No account is required for general access, but interactive or personalized features will not be available.

4. Services and Scope

4.1. Software Provider Only

Social Dancing is a digital platform that provides software tools to Partners for promoting and managing dance-related Activities. These tools include, but are not limited to, ticketing software, loyalty programs and advertising tools.

4.2. No Role in Event Organization

We do not organize, host, or manage any Activities listed on the Platform. All Activities are independently organized by Partners. We are not responsible for their execution, quality, safety, or legal compliance.

4.3. No Financial Intermediary

We do not collect or process payments on behalf of Partners. All financial transactions between Dancers (or other buyers) and Partners take place via third-party payment processors selected and managed by each Partner.

4.4. No Legal Relationship

Use of our Platform does not create an agency, partnership, joint venture, or employment relationship between Webigo e.U. and any Partner, Dancer, or Visitor.

5. Partner Responsibilities

5.1. Activity Management

Partners are solely responsible for the creation, pricing, description, availability, legality, safety, and overall management of their Activities.

5.2. Account and Team Management

Partners must ensure the accuracy of their account information and are responsible for any activity performed by users under their organization, including invited team members.

5.3. Use of Paid Tools

Partners who subscribe to paid features (such as ticketing software, loyalty programs, or advertising tools) must comply with any applicable additional terms, and ensure that payments are made in a timely and complete manner.

5.4. Payment Processing

All monetary transactions between Dancers or Visitors and Partners — such as ticket sales — must be processed through the Partner's own payment processor accounts (e.g. Stripe, PayPal). Partners are solely responsible for setting up, managing, maintaining these connections, and paying any associated third-party fees.

5.5. Customer Support and Technical Assistance

Partners are fully responsible for providing customer support related to their Activities, including handling inquiries, complaints, cancellations, and any refund requests. Social Dancing does not provide customer support on behalf of Partners. However, we may offer technical support related to the functionality of the Platform (e.g. account access, system errors, or issues with published content).

5.6. Legal Compliance

Partners must ensure that their Activities, Content, ticket sales, data handling (including compliance with GDPR and Austrian data protection laws), and other use of the Platform comply with all applicable Austrian laws and regulations, including but not limited to consumer protection, age restrictions, event permits, tax obligations, and intellectual property rights. Partners are responsible for obtaining all necessary licenses, permits, and insurance for their Activities. Partners must also adhere to the Acceptable Use Policy outlined in Section 10.

6. Partner Indemnification

To the maximum extent permitted by Austrian law, you (as a Partner) agree to indemnify, defend, and hold harmless Webigo e.U. and its affiliates, officers, agents, and employees from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to:

- A. Your Activities, including any claims related to event safety, quality, cancellation, or execution;
- B. Your Content, including any claims of intellectual property infringement or defamation;
- C. Your use of the Platform in violation of these Terms or the Acceptable Use Policy (Section 10);
- D. Your violation of any applicable laws or regulations, including data protection laws; or
- E. Any disputes or issues between you and a Dancer or other third party relating to your Activities or transactions.

This indemnification obligation will survive the termination of your account and these Terms.

7. Payments and Fees

7.1. Subscription Fees

Some services on the Platform require a paid subscription. All stated prices exclude applicable VAT. Subscription fees are billed in advance on a recurring basis (i.e. monthly or annually). Payment is due upon receipt of the invoice or via the automated billing method configured in your account. Current standard subscription fees (subject to change with 30 days' prior notice):

- Ticketing Software: €5 per month
- Loyalty Program: €40 per month
- Sponsored listings or social ads: individually negotiated

High Usage: Standard fees are based on typical usage patterns. If a Partner's usage significantly exceeds average levels (e.g., generating exceptionally high ticket volumes, data storage, or requiring extensive support), we reserve the right to propose a revised subscription fee or a custom plan. We will notify the Partner at least 30 days in advance to discuss usage patterns and agree on adjusted pricing terms in good faith before implementing any changes related to high usage.

Non-Payment: Failure to pay subscription fees within 14 days of the due date may result in the suspension or termination of access to the relevant paid features or your entire account, at our discretion.

7.2. Free Features

Certain tools and services on the Platform are offered free of charge, such as profile pages, uploading Activities (without sponsored listing), and a limited number of social media shares.

7.3. Ticket Sales and Payment Processing

Partners are responsible for configuring and maintaining their own accounts with third-party payment processors (e.g., Stripe, PayPal) to collect payments for ticket sales or other offerings. Social Dancing does not process or receive any part of these payments and is not liable for issues arising from transactions between Dancers and Partners, or issues with the third-party payment processors.

7.4. Refund Policy

Subscription fees paid to us are generally non-refundable, except where required by mandatory applicable Austrian consumer law (e.g., statutory withdrawal rights, if applicable). Refunds related to ticket purchases or Activities are the sole responsibility of the organizing Partner. Dancers should contact the Partner directly for any such requests. Loyalty points hold no monetary value; no refunds or reimbursements apply.

8. Intellectual Property

8.1. Ownership

All intellectual property rights in the Platform, including its software, design, branding, and underlying technology, are owned or licensed by Webigo e.U. You may not copy, modify, distribute, or create derivative works based on any part of the Platform without our express written permission.

8.2. User Content

By submitting or uploading any Content (e.g., event descriptions, images, logos), you grant us a non-exclusive, worldwide, royalty-free license to use, display, reproduce, modify (e.g., for formatting), and distribute your Content solely for the purpose of operating, providing, and promoting the Platform and its services. You retain all ownership rights to your Content. You are solely responsible for ensuring that you have the necessary rights and permissions to upload and publish your Content and that it complies with the Acceptable Use Policy (Section 10) and applicable laws.

9. Termination

9.1. By You

You may stop using the Platform at any time. If you wish to delete your account, please contact us.

9.2. By Us

We may suspend or terminate your access to the Platform or your account at any time, with or without notice, if we reasonably believe you have:

- A. Violated these Terms, including the Acceptable Use Policy (Section 10);
- B. Failed to pay applicable fees (subject to the non-payment terms in Section 7.1);
- C. Misused the Platform or engaged in conduct harmful to the Platform, us, or other users;
- D. Created risk or potential legal exposure for us or other users; or
- E. If required by law or requested by law enforcement or government agencies.

9.3. Effect of Termination

Upon termination, your right to access the Platform and its services will immediately cease. Any provisions of these Terms that by their nature should survive termination shall survive, including, without limitation, ownership provisions (8.1), licenses granted by you (8.2, under specific conditions), indemnification obligations (Section 6), disclaimers (Section 11), limitations of liability (Section 11), payment obligations accrued prior to termination, and governing law/jurisdiction clauses (12.3).

10. Acceptable Use Policy

You agree not to use the Platform for any purpose that is unlawful or prohibited by these Terms. You agree not to:

- A. Upload, post, or transmit any Content that is illegal, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;
- B. Upload, post, or transmit any Content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party;
- C. Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- D. Engage in spamming, phishing, or sending unsolicited communications;
- E. Use any automated means (e.g., bots, scrapers) to access the Platform for any purpose without our express written permission;
- F. Interfere with or disrupt the Platform or servers or networks connected to the Platform, or disobey any requirements, procedures, policies, or regulations of networks connected to the Platform;
- G. Attempt to gain unauthorized access to the Platform, other accounts, computer systems, or networks connected to the Platform, through hacking, password mining, or any other means;
- H. Use the Platform to promote Activities that are illegal in Austria or violate local ordinances or permit requirements;
- I. Violate any applicable Austrian laws or regulations. Violation of this Acceptable Use Policy may result in suspension or termination of your account and access to the Platform, in addition to any other remedies available to us.

11. Disclaimers and Limitation of Liability

11.1. Platform "As Is"

The Platform is provided on an "as is" and "as available" basis. We do not guarantee uninterrupted or error-free service, nor that the Platform will meet your expectations or requirements.

11.2. No Warranty

We make no warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

11.3. Limitation of Liability

To the maximum extent permitted by Austrian law, Webigo e.U., its affiliates, officers, agents, and employees shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred

directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from:

- A. Your access to or use of or inability to access or use the Platform;
- B. Any conduct or content of any third party on the Platform, including without limitation, any defamatory, offensive, or illegal conduct of other users or third parties;
- C. Any content obtained from the Platform; or
- D. Unauthorized access, use, or alteration of your transmissions or content.

Nothing in these Terms shall limit or exclude our liability for:

- Damages resulting from injury to life, body, or health caused by our negligent or intentional breach of duty;
- Damages caused by our willful misconduct (Vorsatz) or gross negligence (grobe Fahrlässigkeit);
- Liability under the Austrian Product Liability Act (Produkthaftungsgesetz), if applicable;
- Any other liability which cannot be limited or excluded under mandatory applicable Austrian law.

In no event shall the aggregate liability of Webigo e.U. for all claims relating to the Platform exceed the greater of one hundred euros (€100) or the amounts paid by you to Webigo e.U. in the 12 months prior to the claim.

12. Miscellaneous

12.1. Modifications to These Terms

We may update these Terms from time to time. If we make material changes, we will notify users through the Platform or via email (if provided) at least 14 days before the changes take effect. Continued use of the Platform after the effective date of such changes constitutes acceptance of the updated Terms.

12.2. Severability

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

12.3. Governing Law and Jurisdiction

These Terms are governed by the laws of Austria. The exclusive place of jurisdiction for all disputes arising out of or in connection with these Terms shall be the competent courts of Vienna.

12.4. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under these Terms (excluding payment obligations) due to causes beyond its reasonable control ("Force Majeure Event"). Such causes include, but are not limited to, natural disasters, war, terrorism, epidemics or pandemics, government actions or orders, significant infrastructure failures (such as power or internet outages), or other major disruptive events.

The party affected by a Force Majeure Event will notify the other party as soon as reasonably practicable and will use reasonable efforts to minimize the impact and resume performance promptly. If a Force Majeure Event prevents performance for more than 30 consecutive days after notice, either party may terminate these Terms upon 14 days' written notice.

12.5. Entire Agreement

These Terms, together with the Privacy Policy and any other legal notices published by us on the Platform, constitute the entire agreement between you and Webigo e.U. concerning your use of the Platform and supersede any prior agreements, written or oral, relating to the same subject matter.

12.6. Contact

If you have any questions or concerns regarding these Terms, please contact us at:

Webigo e.U.

Zedlitzgasse 3/14

1010 Vienna, Austria

Email: contact@socialdancing.events