

## **GENERAL CONDITIONS OF USE**

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### **1. Definitions**

- 1.1. CGU: The present General Conditions of Use
- 1.2. Account / accounts: IT platform with login and password, with which certain users can access certain information.
- 1.3. The platform, SERVENT, we, our / our: the company Servent by Julia Rimmel as stated above
- 1.4. Privacy Policy: The Privacy Policy
- 1.5. Service (s): Service (s) offered on the website and subject to these GTC
- 1.6. The page or the site or the website: The SERVENT site, which can be accessed at the following URL address or any other URL address that can replace it: [www.servent.lu](http://www.servent.lu)
- 1.7. The user, you, your / your, he, his / her: any person who accesses the content of the website in any way, as well as any person who creates an account as an organizer or service provider (professional service provider of the content published on the website (Entry, advertisement, information or other), either in the free or paid version (depending on the choice of the package))

### **2. Subject**

- 2.1. The online platform [www.servent.lu](http://www.servent.lu) is managed by SERVENT by Julia Rimmel as stated above.
- 2.2. SERVENT is aimed at two different target groups of users who clearly differ: event organizers (individuals and professionals) and event service providers.
- 2.3. The platform is free of charge for users (event organizers (individuals and professionals) and event service providers). Service providers can subscribe to paid plans to update their profiles and provide more information than the basic free plan.
- 2.4. SERVENT is not a booking portal or event agency. The aim of SERVENT is to connect providers of event locations, services and activities as well as event organizers. A reservation, a contract or a cooperation always takes place directly between the supplier and the organizer. SERVENT does not receive any commission for arranging contacts.

### **3. Scope of application**

- 3.1. These CGU regulate the access to and the use of the website and are intended to define the terms of use for the website and the services offered by SERVENT.
- 3.2. Certain commercial services are also offered by SERVENT and are subject to certain conditions. In this case, these specific conditions supplement these CGU.
- 3.3. Access to the website and the accounts requires acceptance of these CGU by the user.

## **4. Conditions of Use**

### **4.1. Access to the website**

- 4.1.1. Access to the website is free for anyone with Internet access. All costs associated with accessing the website are the responsibility of the user.
- 4.1.2. By using the website, individuals acknowledge that they have the required capacity and age. SERVENT rejects any control obligation. If the website is used by a minor or incompetent adult, the legal representative is responsible and therefore bound by any obligation of the incompetent person.

### **4.2. Setting up an account and access to services**

- 4.2.1. Some services require the creation of an account, others can be accessed directly on the website. Such an account is reserved for adults or persons with parental consent. Nobody can register on behalf of a third party unless they are their legal representative, or they have been expressly instructed to do so.
- 4.2.2. Before you create an account and use the services, you must carefully read and accept these CGU and, if applicable, the specific terms and conditions for the services you want to use.
- 4.2.3. The username and password that allow access to the account and / or the services are personal and confidential and must be kept secret. It is the sole responsibility of the user to respect the strictly confidential nature of the identifiers and passwords associated with their account and to perform the actions taken based on these identifiers and passwords.
- 4.2.4. SERVENT does not have any specific means of identifying the fraudulent use of usernames and passwords and cannot be held responsible in the event that the user's identity is stolen. The user undertakes to inform SERVENT immediately by email or post if he is of the opinion that a third party is using his account or his identity fraudulently.
- 4.2.5. The user guarantees SERVENT against any recourse by third parties in this regard.
- 4.2.6. The user can create a user account with a name (login) and a password and provide their personal data via a standardized registration form. He agrees to provide true, accurate, legal, current, and complete data about himself as requested in the standardized registration form. He undertakes to update his data regularly and to change the information in the user account if the information changes.
- 4.2.7. With the account, the user can use the following services:
  - Consultation and modification of the data concerning himself (personal data, data relating to the account, products / services, etc.).
  - Monitoring the performance of the listing on SERVENT with the statistics provided.

### **4.3. Contractual conditions**

- 4.3.1. The contract is concluded as soon as SERVENT has confirmed the request to conclude the contract submitted orally, by telephone or in writing by the customer via online registration. SERVENT determines the start of customer use and activation.
- 4.3.2. Contributions for paid admissions can be viewed on the online package's website. Price adjustments of existing packages or the introduction of new packages are possible at any time. Price adjustments will be announced in advance. Adjustments to the content of listings can be made directly by the clients themselves at any time.
- 4.3.3. The contract is concluded for a period of 6 months (or following individual agreement). At the end of the agreed period, it is extended by a period of 6 months, unless an appropriate written notice of termination is given at least 30 days before the end of the contract. Customers are contacted by email well in advance of term expiration and have the option to change, cancel or extend the subscription for an additional six months.
- 4.3.4. Each contracting party may terminate the contractual relationship in writing by respecting a notice period of 30 days until the end of the agreed period.

### **4.4. Payment terms, invoicing**

- 4.4.1. The User has the choice between online payment (Paypal) and payment via invoice for the agreed services. The corresponding service obligations result from the current price list or from the individual agreement concluded with the User. All prices are exclusive of VAT applicable in Luxembourg. Unless otherwise agreed in writing, invoices are payable

directly at the issuance of the invoice. Listings are only activated after receipt of payment by SERVENT.

## **5. Privacy policy**

- 5.1. The personal data (hereinafter "the data") that the user transmits to SERVENT is processed in accordance with the requirements of the General Data Protection Regulation (GDPR) and the applicable legal and official provisions.
- 5.2. The data will only be processed for the purpose of bringing you into contact with the specialist of your choice via the SERVENT website. Your data will be stored until you receive this service.
- 5.3. All necessary precautionary measures to guarantee data security are taken. However, SERVENT cannot exclude all risks associated with using the Internet.
- 5.4. Data subjects can exercise their right to access their personal data and to correct inaccurate data by sending an email to the following address: [hello@servent.lu](mailto:hello@servent.lu)
- 5.5. In the event of a dispute, the person concerned has the right to lodge a complaint with the National Data Protection Commission ([www.cnpd.lu](http://www.cnpd.lu)).

## **6. Intellectual property**

### **6.1. General**

- 4.1.1 The website, its graphic Charta, content and all other information (including databases, texts, images, logos and comments) are protected by national, international and European legal provisions, in particular by intellectual property law. They are the exclusive property of SERVENT or their respective authors and / or owners, for the legal term of protection and for the whole world.
- 4.1.2 SERVENT grants the user a limited license to access and consult the site. Any use of the website or its content outside of this license is prohibited without the prior written consent of SERVENT. Any reproduction of the website or its content, its presentation, distribution, sale, or exploitation in any form, in whole or in part, is strictly prohibited without the prior written consent of SERVENT.

### **6.2. Hyperlinks**

- 6.2.1. For your convenience, SERVENT may contain links to other websites that may be of use or of interest to you. By accepting the terms of use, you accept any advertising, even if it is stated. SERVENT does not systematically check the content of these websites and cannot be held responsible for the content of these websites.
- 6.2.2. SERVENT authorizes the setting up of a hypertext link referring to its content, unless the technique of deep links or framed links ("deep link" or "inline link") is used so that the pages of the websites do not appear in the Pages on another website may be nested, but may be accessed by opening a window, and that the source must be specified, which directly links to the target content via a hypertext link.
- 6.2.3. The information should not be used for commercial or advertising purposes.
- 6.2.4. This approval does not apply to websites which contain controversial, pornographic or xenophobic information or which could undermine the sensitivity of the majority or the reputation of SERVENT to a greater extent.
- 6.2.5. SERVENT declines any responsibility for the suitability, the level of security or the content of the websites to which the hypertext links published on the website refer.

## **7. SERVENT's responsibility**

- 7.1. SERVENT endeavours to publish and process correct and reliable information. However, technical, or typographical inaccuracies cannot be ruled out. SERVENT reserves the right to change or correct the content of the website at any time and in accordance with Article 8.
- 7.2. SERVENT can in no way be responsible for the content of the services consulted and accessible through [servent.lu](http://servent.lu). SERVENT is exempt from the control of the information, content, products, and services published by the user on [servent.lu](http://servent.lu).

- 7.3. The use of the information available on the website is under the full responsibility of the user. SERVENT cannot be held responsible in any way for damages of any kind resulting from the use or interpretation of the information available on the website.
- 7.4. SERVENT can under no circumstances be held liable if it is not possible to access the website, account and / or services.
- 7.5. SERVENT declines all responsibility in the event of non-compliant use of the services or in the event of illegal, immoral, or inadequate use of these functions.
- 7.6. SERVENT cannot be held responsible in the event of legal proceedings against the customer due to the use of the services provided by SERVENT and the services accessible via the Internet.
- 7.7. SERVENT is not liable either to the User or to its contractual partners for any claims or claims for damages by third parties.
- 7.8. SERVENT is not responsible for damage caused to the User by improper use of the connection by third parties. Users are solely responsible for the availability, accuracy and appropriateness of information and services on the Internet. SERVENT assumes no responsibility for contractual or other relationships between Users and third parties that are created via [servent.lu](http://servent.lu).

## **8. User's responsibility**

- 8.1. A user account is created for entering entries via online registration. The User is responsible for treating login data confidentially and not transmitting it. The User undertakes not to abuse the services offered on the portal and to refrain from illegal activities. The content and information accessible via [servent.lu](http://servent.lu) (including images, logos, etc.) are protected. The data may only be used in the form expressly approved by SERVENT or third-party providers or with the express consent of the beneficiary.
- 8.2. The User guarantees that the IT systems and devices in his possession that are used to use the [servent.lu](http://servent.lu) services are protected against unauthorized access and manipulation. If the User uses the services of third parties using SERVENT's services, he is responsible for complying with their provisions and can be directly held liable in the event of damage.
- 8.3. The User agrees that all content published by him or under his name (in particular texts, documents, videos, images, etc.) complies with legal provisions. The User assumes full responsibility for their content.
- 8.4. The User is responsible for ensuring that all content uploaded by him, which is published on [servent.lu](http://servent.lu), is free of third-party copyrights or does not infringe the copyrights of third parties.
- 8.5. If the entries made by the User lead to claims for damages by third parties due to copyright infringement against SERVENT, the customer is obliged to indemnify SERVENT for the damages incurred.
- 8.6. The User is liable to SERVENT for any damage that may be attributed to non-compliance or poor compliance with his contractual obligations, unless he can prove that he is not at fault. The User agrees to exempt SERVENT from all third-party claims resulting from illegal or improper use.

## **9. Changes and updates**

- 9.1. SERVENT reserves the right to make changes to these CGU at any time if the website and the services are subject to changes, in particular through the provision of new functions or the removal or modification of certain functions.
- 9.2. It is your responsibility to inform yourself about these CGU, of which only the **French** version accessible online is valid. It is possible that these CGU may be changed between two uses of SERVENT and it is your responsibility to read them carefully before each new identification.

- 9.3. SERVENT reserves the right to develop, change or suspend SERVENT for reasons of maintenance, updating or for other reasons deemed necessary. No liability can be assumed against SERVENT for direct or indirect damage in connection with such changes.
- 9.4. SERVENT undertakes to publish the new version online as soon as it is applicable.
- 9.5. It is recommended that the user refer to the latest version of the CGU before any navigation, which can be accessed at any time on the website. In the event of disagreements with the CGU, the user cannot use the website.

## **10. Complaints, Applicable Law and Competent Courts**

- 10.1. The user, as well as any other person who believes that published information is incorrect, infringes an intellectual property right or wishes to lodge a complaint, can inform SERVENT of this fact at the email address [hello@servent.lu](mailto:hello@servent.lu) the name, the first name, the address and the telephone number or the name as well as the seat and the telephone number as well as the reasons.
- 10.2. SERVENT undertakes to examine the request as soon as possible. If it believes the notification is warranted, the information must be withdrawn or modified within five (5) working days of receipt of the request. SERVENT cannot be held responsible for the publication of this information. If the notification concerns a complaint, SERVENT will do its best to respond to the user immediately.
- 10.3. In the event of a dispute, the user will first contact SERVENT in accordance with Article 9.1 to find an amicable solution.
- 10.4. The website and its CGU are subject to Luxembourg law. All resulting disputes are subject to the jurisdiction of the courts of Luxembourg City.