

TERMS AND CONDITIONS OF USE

Article 1 — Identification of the Operator

The website myspotlight.lu (the "Platform") and all associated digital services, including newsletters and social media channels (collectively, the "Services"), are operated by:

Balkoni SARL-S

Registered office: 38, Rue Joseph Massarette, L-2137 Luxembourg. RCS Luxembourg: B263976. VAT: LU33686702. Contact: contact@myspotlight.lu.

Balkoni SARL-S is hereinafter referred to as "Spotlight", "we", "us" or "our".

Article 2 — Definitions

For the purposes of these Terms and Conditions:

- "Platform" means the website accessible at www.myspotlight.lu and any associated digital properties operated by Spotlight.
- "Services" means all content, features, newsletters, event listings and editorial content provided by Spotlight through the Platform, email, and social channels including Instagram, LinkedIn and Facebook.
- "User" means any person or entity accessing or using the Platform or Services.
- "B2B Client" means any company or organisation that subscribes to the paid newsletter service for distribution to its employees.
- "Newsletter Recipient" means any individual who receives a Spotlight newsletter, whether as a direct subscriber or as an employee of a B2B Client.
- "Event Provider" means any organisation or individual whose events are featured on the Platform or in Spotlight communications, whether or not a direct relationship exists with Spotlight.
- "Content" means all text, images, event listings, editorial articles and other material published through the Services.
- "GDPR" means Regulation (EU) 2016/679.

Article 3 — Scope and Acceptance

3.1 These Terms govern access to and use of the Platform and Services and apply to all Users, B2B Clients, Newsletter Recipients and Event Providers.

3.2 By using the Platform or subscribing to a newsletter, you agree to be bound by these Terms, the Privacy Policy (Schedule 1) and the Cookie Policy (Schedule 2).

3.3 B2B Clients accept these Terms on behalf of their organisation and are responsible for making their employees aware of the relevant provisions.

3.4 Event Providers featured on the Platform are subject to Articles 6 and 7 of these Terms, regardless of whether a direct commercial relationship exists with Spotlight.

3.5 Spotlight may update these Terms at any time by publishing a revised version on the Platform with a new effective date. Continued use after publication constitutes acceptance.

3.6 If you do not agree to these Terms, you must stop using the Platform and Services.

Article 4 — Description of Services

4.1 Curated content. Spotlight publishes curated editorial content covering events, places and lifestyle information relevant to Luxembourg and the Greater Region, selected at Spotlight's sole editorial discretion.

4.2 Newsletter services. Spotlight offers a paid weekly newsletter, marketed primarily to businesses as an employee-engagement tool for distribution to their employees, and also available to individual subscribers. Newsletters may include curated events, weekly/monthly highlights, early-bird event notices, good-to-know content, and occasional special-occasion emails.

4.3 Event sourcing and promotion. Spotlight independently researches and selects events for publication, generally without prior contact with the Event Provider. Event Providers cannot currently submit events directly, though Spotlight may introduce a submission facility, paid listings, or premium placement for Event Providers in the future; where introduced, such paid features will be identified in accordance with applicable advertising rules.

4.4 Commercial content. Where Content is sponsored, paid, or promotional, Spotlight will use reasonable efforts to identify it as such in accordance with applicable Luxembourg and EU advertising regulations.

4.5 Future services. Additional services or channels introduced by Spotlight will be governed by these Terms unless separate terms are provided at the time of introduction.

Article 5 — Access to the Platform

5.1 Access to the Platform is free. Certain features (e.g. the paid newsletter) require subscription and payment.

5.2 Spotlight may restrict, suspend or terminate access at any time, without notice, including for maintenance, breach of these Terms, or commercial reasons.

5.3 Users must comply with all applicable laws in their use of the Platform and Services.

5.4 Spotlight makes reasonable efforts to keep the Platform available but does not guarantee uninterrupted access and is not liable for interruptions.

Article 6 — Intellectual Property and Event Content

6.1 All Content is protected by intellectual property rights. It may not be reproduced, redistributed or commercially exploited without Spotlight's prior written consent, except for personal, non-commercial use.

6.2 B2B Clients are granted a limited, non-exclusive, non-transferable licence to distribute newsletter content internally to their employees. This licence does not extend to resale, redistribution outside the organisation, or commercial exploitation.

6.3 Where Spotlight sources event information and promotional materials from publicly available sources (e.g. an Event Provider's own website or social media), the relevant Event Provider is

deemed to grant Spotlight a non-exclusive, royalty-free licence to reproduce and distribute that information for the purpose of promoting the event across Spotlight's channels.

6.4 Event Providers who actively submit materials to Spotlight, or B2B Clients whose events are featured, grant Spotlight a non-exclusive, royalty-free licence to publish and distribute such materials (including descriptions, photos, flyers and logos) for the purpose of promoting the relevant event, whether the promotion is complimentary or paid.

6.5 Users who submit content or comments to Spotlight grant Spotlight a non-exclusive licence to use it for operating the Services. Spotlight does not claim ownership of User-submitted content.

6.6 Unauthorised use of Spotlight Content may give rise to claims for damages under applicable Luxembourg and EU law.

Article 7 — Event Providers

7.1 Spotlight operates as an independent editorial platform and may feature events discovered through its own research, without prior contact with the Event Provider.

7.2 Event Providers acknowledge that: (a) featuring an event is at Spotlight's sole editorial discretion unless a paid arrangement has been agreed in writing; (b) Spotlight does not guarantee the accuracy or completeness of event information sourced from public sources, and Users should verify details directly with the Event Provider; (c) Spotlight is not a party to any contract between a User and an Event Provider and is not liable for a cancelled, modified or failed event; and (d) Event Providers remain solely responsible for the accuracy of any information they submit and for compliance with applicable laws relating to their events.

7.3 Event Providers who provide information or materials to Spotlight for publication are deemed to consent to their use as described in Article 6.

7.4 Spotlight may decline, modify or remove any event or Event Provider content at any time, in particular where the content is inaccurate, misleading, unlawful, or inconsistent with Spotlight's editorial standards.

Article 8 — B2B Clients, Newsletter Subscriptions, Payment and Cancellation

8.1 Subscription terms. The specific terms of a B2B or individual paid newsletter subscription (price, frequency, duration) may be set out in a signed order form or service agreement, or may simply be agreed by email or through the sign-up process on the Platform. Where no separate signed agreement exists, these Terms constitute the entire agreement governing the subscription. Where a signed service agreement does exist, it prevails over these Terms to the extent of any conflict.

8.2 Payment. Paid subscriptions are processed via Stripe. Subscription fees are payable in advance for the applicable billing period.

8.3 Cancellation. A Newsletter Recipient or B2B Client may cancel a paid subscription at any time. Following cancellation, the subscriber will continue to receive the Services for the remainder of the period already paid for, after which they will be removed from the distribution list. No refunds are given for the unused portion of a paid period, except where required by mandatory applicable law.

8.4 B2B Clients agree to: (a) use the newsletter service solely for internal distribution to their employees, unless otherwise agreed in writing; (b) not resell or commercially exploit the newsletter content; (c) ensure that the transmission of employee email addresses to Spotlight for newsletter distribution has an appropriate legal basis under the GDPR, Spotlight acting on the B2B Client's

instructions in this respect; and (d) notify Spotlight of material changes to their employee distribution list.

8.5 Subscription scope — no informal forwarding. A B2B Client's subscription covers only the number of employees for whom a subscription has actually been purchased. The B2B Client may not forward, redistribute, republish on an internal channel, or otherwise grant access to the newsletter to a greater number of employees than the subscriptions purchased (for example, purchasing three subscriptions does not permit forwarding the newsletter internally to a workforce of one hundred). Any such unauthorised extended distribution is a material breach of these Terms and may result in suspension of the service and/or an additional charge corresponding to the actual number of recipients.

8.6 B2B Clients acknowledge and agree that Spotlight may feature and promote events organised by the B2B Client, and may use related materials made publicly available by the B2B Client for that purpose, in accordance with Article 6.

8.7 Spotlight may modify the content, format or frequency of the newsletter at any time and does not guarantee delivery to all recipients, as delivery may be affected by spam filters or other factors outside Spotlight's control.

Article 9 — User Conduct

Users shall not: use the Platform or Services unlawfully; attempt unauthorised access to the Platform or connected systems; send unsolicited commercial communications through the Services; scrape or systematically extract data from the Platform without consent; reproduce or commercially exploit Spotlight Content without authorisation; disrupt the operation of the Platform; impersonate Spotlight or misrepresent an affiliation with it; or submit false or misleading information.

Spotlight may suspend or terminate access without notice in response to a breach of this Article.

Article 10 — Disclaimers and Limitation of Liability

10.1 The Platform and Services are provided "as is" and "as available", without warranties of any kind to the fullest extent permitted by law.

10.2 Spotlight does not warrant that the Platform will be error-free or uninterrupted, that Content (including event details sourced from third parties) is accurate or complete, or that any featured event will take place as described.

10.3 To the fullest extent permitted by Luxembourg law, Spotlight is not liable for indirect, incidental or consequential damages arising from use of the Platform, reliance on Content, a cancelled or failed event, or third-party content or services accessed via the Platform.

10.4 Nothing in these Terms excludes liability that cannot be excluded under Luxembourg law, including liability for fraud or for death or personal injury caused by negligence.

10.5 Subject to the above, Spotlight's total liability to any User shall not exceed the amount paid by that User in the twelve months preceding the claim, or EUR 500, whichever is greater.

Article 11 — Third-Party Content and Services

The Platform and newsletters may link to third-party websites and use third-party service providers (e.g. hosting, email delivery, and payment providers). Spotlight does not control and is not

responsible for third-party content, availability or practices; use of third-party services is governed by their own terms and privacy policies.

Article 12 — Governing Law and Dispute Resolution

12.1 These Terms are governed by the laws of the Grand Duchy of Luxembourg, excluding its conflict-of-laws rules.

12.2 In case of a dispute, the parties will first attempt an amicable resolution through good-faith negotiation.

12.3 Failing an amicable resolution within thirty (30) days, the dispute shall be submitted to the exclusive jurisdiction of the courts of Luxembourg City, except where mandatory consumer-protection rules provide otherwise.

12.4 EU consumers may also refer disputes to an alternative dispute resolution body or the European ODR platform: <https://ec.europa.eu/consumers/odr>.

Article 13 — General Provisions

13.1 Severability. If a provision is found invalid or unenforceable, it will be modified to the minimum extent necessary to make it valid, and the remaining provisions continue in force.

13.2 Entire agreement. These Terms, together with the Privacy Policy (Schedule 1), the Cookie Policy (Schedule 2), and any applicable service agreement, constitute the entire agreement between Spotlight and the User.

13.3 Assignment. Spotlight may assign these Terms to an affiliate, successor or acquirer without notice. Users may not assign their rights without Spotlight's prior written consent.

13.4 Language. These Terms are provided in English, which prevails over any translation.

13.5 Contact. Questions regarding these Terms may be sent to contact@myspotlight.lu or to Balkoni SARL-S, 38 Rue Joseph Massarette, L-2137 Luxembourg.

SCHEDULE 1 — PRIVACY POLICY

Last updated: 5 July 2026

This Privacy Policy forms Schedule 1 to the Spotlight Terms and Conditions of Use. It explains how Balkoni SARL-S ("Spotlight") collects and uses personal data in connection with the Platform and Services. Balkoni SARL-S is the data controller for the purposes of the GDPR.

1. What Personal Data We Collect

1.1 Through the Platform

- Basic technical/browsing data collected when you visit the site (e.g. IP address, browser type, pages visited) — no analytics or tracking cookies are currently used; see the Cookie Policy (Schedule 2).
- Contact form data: name, email address, and any information you choose to provide.
- Newsletter subscription data: email address and, where applicable, name.

1.2 From B2B Clients

- Contact and billing data of the B2B Client's contact person (name, job title, business email, company name).
- Employee distribution data: the email addresses of employees who are to receive the newsletter, which are provided to us directly by the B2B Client. The B2B Client is responsible for ensuring an appropriate legal basis exists for sharing employee email addresses with us for this purpose; Spotlight processes this data on the B2B Client's instructions.

1.3 In connection with Event Providers

- Contact details of Event Provider representatives, where collected directly, and event details (titles, dates, locations, descriptions) whether submitted by the Event Provider or sourced from public sources.

1.4 Social media

- Interactions with Spotlight on Instagram, LinkedIn or Facebook are subject to those platforms' own privacy policies.

1.5 What we do not collect

- Spotlight does not knowingly collect special categories of personal data, or personal data relating to children under 16.

2. Legal Basis for Processing

- Contract performance (Art. 6(1)(b) GDPR): to deliver the newsletter and other Services you or your employer has subscribed to.
- Legitimate interests (Art. 6(1)(f) GDPR): to operate and improve the Platform, and to send editorial newsletters to direct subscribers who can reasonably expect to receive them.

- Consent (Art. 6(1)(a) GDPR): for marketing communications or non-essential cookies, where applicable. Consent can be withdrawn at any time.
- Legal obligation (Art. 6(1)(c) GDPR): for compliance with tax, accounting and other legal obligations.

3. How We Use Personal Data

We use personal data to: deliver the newsletter and Platform content to subscribers and B2B Client employees; feature and promote events and places; manage our relationships with B2B Clients, Event Providers and subscribers, including billing; operate and improve the Platform; send commercial communications where you have subscribed or we have a legitimate interest to do so; and comply with our legal obligations.

4. Sharing and Disclosure

4.1 Service providers

We share personal data with the following service providers, who process it on our behalf under a data processing agreement in line with Article 28 GDPR:

- Hetzner Online GmbH (Germany) — website hosting.
- Brevo (France) — newsletter delivery.
- Stripe — payment processing for paid subscriptions.

4.2 B2B Clients

Where we deliver newsletters to a B2B Client's employees, we may share aggregated engagement statistics (e.g. open rates) with that B2B Client. Individual employee-level data is only shared with the B2B Client where provided for in the applicable agreement and where a valid legal basis exists.

4.3 Legal disclosures

We may disclose personal data where required by law, court order, or regulatory authority.

4.4 Business transfers

In the event of a merger, acquisition or sale of all or part of Spotlight's business, personal data may be transferred to the acquiring entity, subject to applicable data protection safeguards.

4.5 No sale of data

Spotlight does not sell or rent personal data to third parties for their own commercial purposes.

5. International Data Transfers

Our hosting provider (Hetzner) and newsletter platform (Brevo) are both established within the EU/EEA, so no international transfer arises from their use. Our payment processor, Stripe, may transfer limited payment-related data outside the EEA in connection with its own group processing; where this occurs, it is carried out subject to Standard Contractual Clauses or another safeguard recognised under Chapter V GDPR. We do not otherwise transfer personal data outside the EEA.

6. Retention of Personal Data

- Newsletter subscriber data: for the duration of the subscription and 12 months after unsubscription, unless you request earlier deletion.
- B2B Client account and billing data: for the duration of the contractual relationship and 10 years thereafter, for legal, accounting and tax purposes under Luxembourg commercial law.
- Event Provider data: for the duration of the relationship and 3 years after the last interaction.
- Data subject request records: 5 years from the date of the request.

7. Your Rights Under the GDPR

You have the right to: access your personal data (Art. 15); have inaccurate data corrected (Art. 16); request erasure (Art. 17); request restriction of processing (Art. 18); receive your data in a portable format (Art. 20); object to processing based on legitimate interests or for direct marketing (Art. 21); and withdraw consent at any time where processing is based on consent (Art. 7(3)), without affecting the lawfulness of prior processing.

You may exercise these rights by contacting contact@myspotlight.lu. We will respond within one month, extendable by a further two months for complex requests, and may ask you to verify your identity first.

You may also lodge a complaint with the Commission Nationale pour la Protection des Données (CNPD), the Luxembourg supervisory authority, at www.cnpd.lu.

8. Cookies

The Platform currently uses only strictly necessary cookies. Full details are set out in our Cookie Policy (Schedule 2), available at www.myspotlight.lu/cookies.

9. Data Security

Spotlight applies reasonable technical and organisational measures to protect personal data against loss, misuse or unauthorised access, appropriate to a small organisation, including encrypted (TLS) connections to the Platform, restricted and password-protected access to our systems, and use of reputable, GDPR-compliant service providers for hosting, email and payment processing.

Where a personal data breach is likely to result in a risk to individuals' rights and freedoms, Spotlight will notify the CNPD within 72 hours of becoming aware of it, and will notify affected individuals where required by law.

10. Children's Data

The Platform and Services are not directed at individuals under 16. We do not knowingly collect personal data from children under 16 and will delete any such data promptly if we become aware of it.

11. Updates to This Privacy Policy

This Privacy Policy was last updated on 5 July 2026. We may update it from time to time; material changes will be notified by email or via a notice on the Platform.

12. Contact

Balkoni SARL-S (operating as Spotlight) — Data Protection Contact: contact@myspotlight.lu — Postal address: 38 Rue Joseph Massarette, L-2137 Luxembourg.

Luxembourg supervisory authority: Commission Nationale pour la Protection des Données (CNPd), 15, Boulevard du Jazz, L-4370 Belvaux — www.cnpd.lu.