



Terms and Conditions February 2025

1. Legal Information

- 1.1. These terms and conditions (“Terms”) together with the Privacy and Cookie Statement govern Your (“User”/“You(r)”) access to and Your use of the entire websites at www.oliverheldens.com and www.officialhilo.com including all its content including but not limited to any information, images, photos, text, articles, music, demo’s, video and all other materials available on or via the website (“Content”) and the services available on the website (“Services”), (collectively referred to as “Website”).
- 1.2. User has accepted these Terms and Privacy and Cookie Statement and agrees to be legally bound by and to comply with the Terms, Privacy and Cookie Statement, collectively referred to as the “Agreement”. User acknowledges to have fully read and fully understood the Agreement.
- 1.3. This Website is provided to You by Kangarooli Tracks B.V. (“Kangarooli”). Kangarooli has its registered address in Amsterdam and is registered at the Dutch Chamber of Commerce under number 63188937.
- 1.4. You can contact Kangarooli at support@oliverheldens.com for questions about these Terms and/or the Website.

2. Object

- 2.1. These Terms govern the access and the use of the Website. The Website allows You to browse, read, download, view or otherwise consume the content delivered to You by the Website. Some Content and/or Services are only offered to users with an account for the Website.

3. Use of The Services

- 3.1. The Website, including updates, enhancements, amendments, new features and changed features, are all subject to these Terms. By accessing, signing up for, logging in to or using the Website, You are automatically considered as a User of the Website, which requires Your full acceptance of all the provisions of these Terms, in the most current version as published on the Website. You agree to comply with all the Terms. Kangarooli asks You to read all legal documents applicable to this Website carefully. If You do not accept the Terms and Conditions or a part thereof, You are not authorised to use this Website.
- 3.2. The use of certain Services offered by the Website links You to services exploited by a third-party, such as the Oliver Heldens Shop (www.oliverheldensshop.com). By clicking the links to those third-party services, You exit the Website and are aware that those services may be subject to that third-party’s terms and conditions, guidelines, regulations, or privacy policies. Kangarooli is in no event responsible or liable for any and all content, services, offers, materials offered, sold, marketed, promoted or otherwise made available to You by third-parties.
- 3.3. Kangarooli reserves the right to change, modify or impose new provisions to these Terms, at any time. Kangarooli will inform You of any changes to these Terms and Kangarooli advises You to reread these Terms from time to time. You are obliged to comply with all provisions set out in the latest version of these Terms at each moment. Any use of the Website, after receipt of the aforementioned notice will be deemed acceptance of the latest version of the Terms by You.

4. Age Requirement

- 4.1. You must be at least 13 years old, under the applicable law, to use the Website and warrant that You have truthfully stated Your age. If You are under 13 stop using the Website immediately. In case You provide untruthful information, Kangarooli shall not be liable as it cannot verify the age of users. Kangarooli is however allowed at any time, to contact You and ask for proof of Your age including requesting a photocopy of an identity card or any other means of identification. Upon denial of proof, Kangarooli is entitled to immediately terminate Your user profile on the Website.

5. Waiver of Responsibility

- 5.1. Kangarooli may allow third-parties to offer, sell, market, promote or otherwise make available Content, Services, merchandise or other items through the Website. These sales are carried out directly between the third-party seller and the user. Kangarooli shall, as a consequence, not be responsible either directly or indirectly, for any disputes, disagreements or other issues between the contracting parties with regards to sales and purchases made between users and third-parties.
- 5.2. Kangarooli is an intermediary as described in Article 196c of Book 6 of the Dutch Civil Code. Everything that has been uploaded by Customer and/or an End User through use of the Service falls under the responsibility of Customer and/or the End User respectively.
- 5.3. Kangarooli shall in no case be responsible for the operation, data protection, terms or guidelines referred to and applicable to third-party websites, that may be accessed by a link on the Website. Kangarooli offers these hyperlinks to third-parties merely to facilitate convenient navigation for the user. Kangarooli will in no event accept any liability for the information, content, offers, services appearing on third-party websites.
- 5.4. Kangarooli will use its reasonable efforts to ensure proper functioning of the Website. The Website is built with adequate security measures, however with regard to the use and custody of Your login information, Kangarooli assumes no responsibility or liability.



6. Service as Is

- 6.1. Your access to and use of the Website is at Your own risk. You acknowledge and agree that the Website is provided to You on an “AS IS” and “AS AVAILABLE” basis. Kangarooli does not warrant or guarantee and disclaims any and all responsibility and any and all liability for: (i) the completeness, accuracy, availability, security or reliability of the Website; (ii) any harm to Your devices, computers or systems, loss of data, or other harm that results from Your access to or use of the Website; (iii) the deletion of, or the failure to transfer, to store or to receive any Content, information, materials and other communications by the Website; and (iv) whether the Website will meet Your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from Kangarooli or through the Website, will create any warranty or guarantee for Kangarooli, unless expressly mentioned in these Terms.
- 6.2. The Website can be maintained at any time, even if this may negatively impact the availability of the Service or Content on the Website. You will be notified in a timely manner of scheduled maintenance, if reasonably possible.
- 6.3. Your feedback and suggestions for improving or adapting the Website are carefully read, however Kangarooli will decide which adaptations to the Website will be made.

7. Compensation for The Service, Content and/or Website

- 7.1. The Website is offered to You free of charge for the time being.

8. Intellectual Property

- 8.1. Kangarooli is the sole owner of all intellectual property rights including but not limited to trademark rights, copyright, neighbouring rights, industrial design, trade secrets (“Intellectual Property Rights”), title and interest vested in all information or content, text or images on the Website or has obtained the required authorization or license for the exploitation of the Website, the software, the database, Content or other elements of the Website.
- 8.2. You acknowledge and agree to respect Kangarooli’s Intellectual Property Rights. You are strictly prohibited to modify, adapt, copy, replicate, reproduce, in any form, decompile, or otherwise extract content, information, text, source code from the Website.
- 8.3. You agree and acknowledge that all content or information including but not limited to pictures, images, music, lyrics, demo’s, video that You upload, store, submit, transfer, share or make available on or via, or in connection the Website or Oliver Heldens (“User Content”), does not infringe on third-party rights including but not limited to Intellectual Property Rights. You are solely and fully responsible and fully liable for such Content and information. Kangarooli assumes no responsibility and is in no event liable for any unauthorized use of or infringing content or information. In these cases, Your access to the Website will be immediately terminated.

9. Limitation of Liability

- 9.1. Your access to the Website does not imply nor oblige for Kangarooli to monitor the absence of viruses, worms, or any other threats to Your devices. You are solely responsible for adequately securing Your devices or systems and protect yourself from fraud, damages, harmful computer programs, or other destructive content.
- 9.2. Kangarooli is not responsible for any damages incurred in the software and computer of users, during the use of the Website or third-party websites accessed via the Website.
- 9.3. To the maximum extent permitted by applicable law, Kangarooli 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, good-will, or other intangible losses, resulting from:
 - a. of any kind of cause that caused by or incurred through disconnections, in telecommunication services, maintenance of the Website that produce interruption, inaccessibility, cancellation, suspension of the Website. Kangarooli in no event is liable for indirect damages, consequential damages, lost profits, missed savings or damages through business interruption;
 - b. Any conduct or content of any third-party on the services, including without limitation, any defamatory, offensive or illegal conduct of other users or third-parties;
 - c. Unauthorized access, use or alteration of Your transmissions or content.
- 9.4. In no event shall the aggregate liability of Kangarooli, in the event of gross negligence, exceed the greater of ten thousand euro (EUR 10.000,-). The limitations of this subsection shall apply to any theory of liability, whether based on warranty, contract, statute, tort (including negligence) or otherwise, and whether or not the twitter entities have been informed of the possibility of any such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

10. Indemnification

- 10.1. You agree to indemnify and hold harmless Kangarooli, its affiliates and their respective directors, officers, employees and agents from and against any and all claims, fines, penalties and other expenses, including attorney’s fees, arising out of the use or misuse of the Website.



11. Force Majeure

11.1. In case of force majeure Kangarooli is never required to compensate damages suffered by You. Force majeure includes among others disruptions or unavailability of the internet, telecommunication infrastructure, power interruptions, riots, traffic jams, strikes, company disruptions, interruptions in supply, fires and floods.

12. Notice and Takedown

12.1. If You believe that content on the Website infringes upon Your intellectual property rights, You may submit a takedown notice. These requests should only be submitted by the rights holder or authorized agent to act on the rights holder's behalf. You can swiftly notify Kangarooli of any copyright infringement on our Website through the following link and/or via support@oliverheldens.com.

13. Miscellaneous Provisions

- 13.1. These Terms are governed by Dutch law. Except to the extent determined otherwise by mandatory applicable law all disputes arising in connection with the Website shall be exclusively brought before the competent Dutch courts in Amsterdam and any explanation or interpretation of this Agreement shall be subject to Dutch law.
- 13.2. For any provision in these Terms that demand that a statement must be done "in writing" to be legally valid, a statement by e-mail or communication through the Website shall be sufficient provided with sufficient certainty the authenticity of the sender can be established and the integrity of the statement has not been compromised.
- 13.3. The version of any communication of information as recorded by Kangarooli shall be deemed to be authentic, unless You supply proof to the contrary.
- 13.4. In case any part of these Terms is declared legally invalid, this shall not affect the validity of the whole of the Agreement. The parties shall in such an event agree on one or more replacement provisions that approximate the original intent of the invalid provision(s) within the limits of the law.
- 13.5. Should Kangarooli not enforce any right or provision of these Terms, this will not be deemed a waiver of such right or provision.
- 13.6. Kangarooli is entitled to transfer its rights and obligations under this Agreement to a third-party as part of an acquisition of Kangarooli or the associated business activities.
