

General Terms & Conditions

Festitool by Crescita BV | Effective date: 1 July 2026

Article 1 — Definitions

"Service": The Festitool SaaS platform accessible at festitool.app.

"Subscriber": Any natural person or legal entity that has entered into a subscription agreement with Crescita BV.

"Project": An event or festival bar layout created within the platform.

"Owner": A Subscriber with full edit and administrative rights to a project.

"Viewer": A user invited by an Owner with read-only access to a project.

"Subscription Period": The agreed billing cycle (monthly or annual).

Article 2 — Formation of Agreement

The agreement between Crescita BV and the Subscriber is formed upon the Subscriber completing the online registration process and accepting these General Terms & Conditions. The agreement is confirmed by email upon successful registration.

Article 3 — Service Delivery

3.1 Availability

Crescita BV shall endeavour to maintain 99% uptime on a monthly basis, excluding scheduled maintenance. Maintenance windows will be announced at least 24 hours in advance.

3.2 Support

Support is provided via email at info@thebaroffice.be. Response times: Pro subscribers within 2 business days; Max subscribers within 1 business day; Enterprise subscribers as per their individual SLA.

Article 4 — Prices and Payment

All prices are quoted exclusive of VAT. Invoices are issued electronically and are payable immediately upon issuance. Late payment may result in suspension of the account after a 14-day cure period.

Article 5 — Refund Policy

- The 7-day free trial carries no payment obligation.
- Payments made for a subscription period are non-refundable, except where required by mandatory Belgian consumer law.
- If Crescita BV terminates the agreement without cause, a pro-rata refund of the remaining subscription period will be issued.

Article 6 — Data and Confidentiality

Each party undertakes to keep confidential all non-public information of the other party obtained through the business relationship. Crescita BV processes Subscriber data in accordance with the Privacy Policy and applicable GDPR obligations.

Article 7 — Intellectual Property

All rights in and to the Festitool platform, including source code, algorithms, design, and branding, vest exclusively in Crescita BV. The Subscriber is granted a non-exclusive, non-transferable licence to use the service during the subscription period. The Subscriber's data remains the Subscriber's intellectual property.

Article 8 — Liability and Indemnification

Crescita BV's total aggregate liability shall not exceed the subscription fees paid by the Subscriber in the 3 months preceding the claim. Crescita BV is not liable for loss of profits, data loss beyond what can be restored from backups, or third-party claims.

The Subscriber indemnifies Crescita BV against claims arising from the Subscriber's misuse of the platform or violation of these terms.

Article 9 — Force Majeure

Neither party shall be liable for failure to perform obligations caused by circumstances beyond their reasonable control, including natural disasters, government actions, internet outages, or cyberattacks, provided the affected party notifies the other within 5 business days.

Article 10 — Amendments

Crescita BV may amend these General Terms & Conditions with 30 days' written notice. If the Subscriber does not accept the amendments, they may terminate the agreement before the effective date without penalty, subject to the notice provisions of Article 4.

Article 11 — Termination

Either party may terminate the agreement: (a) immediately for material breach not cured within 14 days of written notice; or (b) at end of a Subscription Period with notice per Article 4. Upon termination, Subscriber data is retained for 30 days during which the Subscriber may request an export.

Article 12 — Governing Law and Jurisdiction

These General Terms & Conditions are governed exclusively by Belgian law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply. All disputes shall be submitted to the competent courts of Belgium.

Article 13 — Severability

If any provision of these Terms is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Article 14 — Entire Agreement

These General Terms & Conditions, together with the Privacy Policy and Terms of Service, constitute the entire agreement between Crescita BV and the Subscriber regarding Festitool, and supersede all prior agreements.

Crescita BV — BE1022.505.011
info@thebaroffice.be — festitool.app