

KULT — Terms & Conditions

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1. Who we are

KULT ("**KULT**", "**we**", "**us**", "**our**") is operated by **KULT S.r.l.**, registered office at Via della Chiusa 8, Milan, Italy, VAT/tax code [P.IVA]. These Terms & Conditions (the "**Terms**") are a binding agreement between you and KULT. You can contact us at privacy@onkult.com.

2. What KULT is

KULT is an **invitation-only membership community** that connects selected members ("**Members**", "**you**") with partner venues and experience organisers ("**Venues**"). Members receive invitations to curated experiences, attend them, and — for experiences marked as "with content" — publish social content in connection with the experience. These Terms govern your use of the KULT app (the "**App**") and any pre-launch registration (the "**Waitlist**"). Your data is handled as described in our **Privacy Policy**.

3. Eligibility

To apply and use the service you must: (a) be **at least 18 years old**; (b) hold a personal Instagram account that is yours; (c) provide accurate, current and complete information; and (d) not have been previously removed or banned from KULT. Membership is **personal and non-transferable**, and you may hold only one account.

4. Your account and sign-in

You sign in with a **magic link sent to your e-mail** or with **Sign in with Apple** — there is no password. You are responsible for keeping access to your e-mail and device secure and for activity under your account. Tell us promptly at privacy@onkult.com if you believe your account has been used without your permission.

5. Membership application, selection and tiers

5.1 When you apply, we assess your application using a combination of **automated tools** (including a score derived from your public Instagram data) and **human review**. We may **approve, waitlist, or decline** your application **at our discretion and without giving reasons**. Acceptance is not guaranteed.

5.2 Members are assigned an internal standing and **tier** (e.g. Standard or Premium), determined automatically and subject to change. Scoring and tiering are internal and are not a statement about you as a person.

6. Experiences and invitations

6.1 Experiences are offered by Venues and are subject to **availability and limited capacity**. Selection for any given experience may be decided automatically (by ranking eligible applicants against available places). **Being a Member does not guarantee** selection for any particular experience.

6.2 What an experience includes is stated in the offer. **Anything not expressly included** — additional food or drinks, service, tips, transport, or taxes — is your responsibility and is a matter between you and the Venue.

6.3 Admission is by **name against the guest list** (checked against your profile photo). There is no transferable ticket or QR code. Any wallet pass we issue is **personal and non-transferable**. Where an experience allows a guest ("plus-one"), that guest is subject to the offer's rules.

7. Attendance, cancellation and no-shows

You should cancel through the App within any stated window if you cannot attend. **Failing to attend a confirmed experience (a "no-show") affects your standing** (see §9). Repeated no-shows or low standing may lead to reduced access or suspension.

8. Content deliverables

8.1 For experiences marked "with content", you agree to **publish the content described in the offer** (for example, at least one Instagram story tagging the Venue and @kultmilano) within the stated deadline (48 hours unless the offer says otherwise).

8.2 Your content must be your own **authentic** expression and must comply with **advertising-transparency rules** (the Italian Consumer Code, AGCM guidance and the IAP Digital Chart), including the use of required labels such as #adv, #suppliedby or #invitedby.

8.3 To confirm delivery, you **upload a screenshot** of what you published. We verify it using an **automated system** and, where needed, human review. You remain solely responsible for everything you publish on your own channels.

9. Your standing (compliance)

Your completion of content deliverables and your attendance are tracked over a rolling period into a **compliance standing**. If your standing falls, we may issue warnings and reduce your access; **below a set threshold your membership may be automatically suspended** and any wallet passes invalidated. Your current standing is shown in the App.

10. Instagram

You connect a personal Instagram handle **that you own**. We do **not** connect to your Instagram account or access private content or your password; we retrieve **public** profile data to calculate your score. To be scored, your account must be public. Misrepresenting an account as yours, or manipulating your metrics, may lead to removal.

11. Content licence

11.1 You grant KULT a **worldwide, non-exclusive, royalty-free, sublicensable licence** to use, reproduce, display and republish the content you create **in connection with experiences** (a) on KULT's official channels, and (b) by sublicense, on the relevant Venue's official channels — in each case crediting your profile and without material change other than format adaptation — for **12 months** from publication.

11.2 You confirm that you own or have all necessary rights to that content and that it does not infringe anyone else's rights. Any other use (paid advertising, print, transfer to third parties) requires your separate consent. You may ask us to stop a repost, and we will remove reposts on KULT and require the Venue to remove them within a reasonable time.

12. Your conduct

You agree to: provide accurate information; behave lawfully and respectfully at Venues and follow their **house rules, dress codes, safety instructions and staff directions**; not resell, transfer or share your invitations or plus-ones; not create multiple accounts, impersonate others, or manipulate scoring; and not misuse the App (no scraping, reverse engineering, or interfering with its operation).

13. Independent relationship

You are an **independent individual and not an employee, agent, contractor or partner of KULT**. Nothing in these Terms creates an employment or partnership relationship. You are not paid a salary or fee; experiences are provided by Venues.

14. Venues are independent providers

KULT curates and facilitates access, but each experience is **provided by the Venue**, which is solely responsible for its premises, products, services, staff and your safety on site. Your relationship while at a Venue is with that Venue. To the extent permitted by law, **KULT is not responsible for the acts or omissions of Venues** or for the quality or safety of what they provide.

15. Fees

Membership and the experiences included through KULT are **free to you** — you owe KULT no monetary consideration. You are responsible for anything not expressly included (see §6.2) and for any tax implications of benefits you receive, where applicable.

16. Suspension and termination

16.1 We may **suspend or terminate** your membership at our discretion, including for breach of these Terms, low compliance, repeated no-shows, misconduct, ineligibility, fraud or metric manipulation. Where fair to do so, we will tell you why.

16.2 You may **delete your account** at any time from the App settings or by writing to privacy@onkult.com. On termination, invitations cease and wallet passes are invalidated. Sections that by their nature should survive (including §11 for content already published, intellectual property, disclaimers and limitation of liability) continue to apply.

17. Intellectual property

The KULT brand, name, logo, the App and its content are ours or our licensors'. We grant you a limited, personal, non-transferable, revocable licence to use the App for its intended purpose. You may not use the KULT name or marks without our prior written consent.

18. No warranties

The service is provided **"as is" and "as available"**. We do not guarantee access, any invitation, selection for any experience, the availability of any Venue, or uninterrupted operation of the App. To the fullest extent permitted by law, we disclaim all implied warranties.

19. Limitation of liability

To the maximum extent permitted by Italian and EU law, KULT shall not be liable for any indirect, incidental, consequential or special damages arising from your use of the service. Nothing in these Terms limits liability for **death or personal injury caused by negligence, for fraud, or for any liability that cannot be excluded by law**, and your **mandatory consumer-protection rights are unaffected**.

20. Data protection

We process your personal data as described in our **Privacy Policy**, which forms part of your relationship with us and explains your rights and how to exercise them.

21. Changes to these Terms

We may update these Terms. We will notify you of **material changes** in the App or by e-mail before they take effect, and where appropriate ask you to accept the updated version. Continuing to use the service after changes take effect means you accept them.

22. Governing law and jurisdiction

These Terms are governed by **Italian law**. If you are a consumer, you may bring proceedings in the courts of your country of residence and benefit from the mandatory rules there; otherwise the **Courts of Milan** have jurisdiction. The Parties will first attempt an amicable resolution.

23. Contact

Questions about these Terms: **privacy@onkult.com** — KULT S.r.l., Via della Chiusa 8, Milan, Italy.