

## TERMS AND CONDITIONS

### Introduction

These general terms and conditions for event (“event terms”) contain all rights and obligations of Xebia and its affiliates and subsidiaries (“us”, “our”, en “we”) and the natural or legal person contracting with Xebia and/or its affiliates and/or subsidiaries (“you” and “your”). Capitalized terms have the meanings ascribed to them in these event terms.

These event terms apply to all our events, courses, and sessions where we take care of the program and trainer (each a “event”) and to all documents you use to purchase a event, including for instance a purchase order. We hereby explicitly reject the applicability of any other terms and conditions, including your general terms and conditions.

### Agreement, changes, and cancellation

You can apply for our events/ events on our website. By applying, you expressly confirm that you agree to our event terms. An agreement exist only if and when we have confirmed your application in writing. Commitments from or agreements with our personnel or third parties engaged by us are only enforceable when we have confirmed such commitments and/or agreements in writing.

You can always cancel a event in writing. We will not charge you for a event if you cancel it up to 1 month before the first event day. We will charge you full of the event price if you cancel a event between 1 month and 2 weeks before the first event day. If you cancel a event within 2 weeks of the first event day, we will charge you the full event price.

We may interrupt, reschedule, and/or cancel a event in case of unforeseen circumstances, including without limitation a shortage or excess of applications for a specific event, or illness of the trainer. We will always notify you of this as soon as possible. After you have received such notification, you will have 2 weeks to cancel the event and receive a full refund.

### Limited Rights

Subject to these terms and our policies, we hereby grant you a limited, personal, legal, ethical, non-exclusive, non-transferable, non-commercial, non-vindictive, non-discriminatory right to visit the website and avail the services thereof. You agree not to copy or distribute any

part of the event in any medium without prior written authorization from Xebia.

### Eligibility

Persons who are “incompetent to contract” within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents, etc. are not eligible to use this website. However, if you are a minor, i.e., under the age of 18 years, you may use the website under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Use. We reserve the right to terminate or refuse your registration or refuse to permit access to the website if it is discovered or brought to its notice that you are a minor.

### Intellectual Property Rights

The content on this website, including without limitation, the text, webinars, events, written contents, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like (‘Content’) and the trademarks, service marks and logos contained therein (‘Marks’) are owned by or licensed to Xebia or its affiliates, subject to copyright and other intellectual property rights under the laws of India and International conventions. Content on this Website is provided to you “as is” for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners.

We reserve all rights not expressly granted in and to the website and the Content. You agree to not engage in the use, copying, or distribution of any of the Content of third parties obtained through the website for any commercial purposes, if you download or print a copy of the content for personal use, you must retain all copyright and other proprietary notices contained therein.

### Disclaimer and Warranties

You agree that your use of this website shall be at your sole risk to the fullest extent permitted by law. The content of this website is provided “as is” and on “as available” basis. Going further, Xebia its officers, directors, employees, and agents disclaim all warranties or representations, express or implied, in connection with the website and your use thereof.

It is solely your responsibility to evaluate the accuracy, completeness, and usefulness of all opinions, advice, services, merchandise, and other information provided through the website. We do not warrant that the access to the website will be uninterrupted or error-free or that defects in the website will be corrected.

No information contained herein shall constitute an invitation to invest in Xebia or any of its Affiliates. Further, nothing contained in this website should be construed as a recommendation to use any product, process, equipment or formulation, in conflict with any patent, or otherwise and Xebia makes no representation or warranty, express or implied that the use thereof will not infringe any patent, or otherwise.

This website is controlled and operated from India and Xebia makes no representation that the materials are appropriate or will be available for use in other parts of the world. If you use this website/ event from outside India, you are entirely responsible for compliance with all applicable local laws.

#### **Limitation of Liability**

We shall not be liable for any damages, of any kind, arising out of or relating to the use or the inability to use this website, its content or links, including but not limited to damages caused by or related to errors, omissions, interruptions, defects, delay in operation or transmission, computer virus, line failure, and all other direct, indirect, special, incidental, punitive, loss of profit, exemplary or consequential damages whether based on warranty, contract, tort or any other legal theory, and whether or not, such organizations or entities were advised of the possibility of such damages.

We further declare that Xebia shall in no case be responsible for any loss or damage caused to any Vendors or any Buyers basis upon their arrangement or agreement with each other. In simple words, once Xebia has successfully got them connected, Vendors and/or Buyers, the parties shall agree to comply with their respective arrangements, then in no case shall Xebia be liable for any direct/indirect loss or tort arising out of any difference from their separate contractual obligations, conversation, quotes, product qualities, meetings etc.

#### **Confidentiality**

Xebia will treat all information provided by the User(s)

including but not limited to information regarding User's name, address, telephone number, date of birth, events/webinars interest, gender, e-mail address, organizations, etc. ('Personal Information') confidential. Xebia will use this information to connect the buyers and vendors of legal tech products/services and/or to connect the event/webinar delegates to sponsors of these initiatives. Xebia shall not in the ordinary course disclose any Personal Information to any third parties except in the following circumstances:

- Where Xebia is compelled to do so under applicable law/judicial process/governmental authorities; or
- Where User has provided his/her prior written authorizations to do so; or
- Where it is in the public interest to do so.

Users may not use, export or re-export any information or any copy or adaption thereof applicable on this Website in violation of any applicable laws or regulations, including export laws and regulations in force from time to time.

#### **Assignment**

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by Xebia without any restriction.

#### **Cookie Policy**

There may be times when Xebia may need information from you. Additionally, our websites may require you to complete a registration form or seek some information from you. Our goal in collecting such information is to offer you more personalized browsing experience. When you let us have your preferences, we will be able to deliver or allow you to access the most relevant information that meets your end. We will only keep your information for as long as law either requires us to or as is relevant for the purposes for which it was collected. To extend this personalized experience, we may save information on your system in the form of cookies. We will not use or share any information collected at this Website in any manner except as permitted at law.

#### **Force Majeure**

Neither party will be liable for any failure or delay of performance under these User Terms resulting from a force majeure event beyond the reasonable control of a

party, including without limitation, natural disasters, acts of God, government regulations, war, terrorism, labor disputes and power failures.

#### **Waiver & Severability**

Our failure to act with respect to a breach of these General User Terms will not constitute a waiver and does not waive our right to act with respect to subsequent or similar breaches. If any of these General User Terms shall be deemed invalid, void, or for any reason unenforceable under applicable law, then that term shall be deemed severable and shall not affect the validity and enforceability of any remaining term or provision of these General User Terms.

#### **Entire Agreement**

These General User Terms, along with our General Vendor Terms, our Community Guidelines and our Privacy Policy, constitute the entire and exclusive agreement between the parties with respect to the subject matter hereof; and supersede, replace any/or nullify any conflicting or additional terms.

#### **Feedback**

Any and all of your feedback about the Services, such as suggestions for corrections, updates, alterations, changes, or modifications to the Services will be the property of Xebia and you hereby assign any rights in such feedback to events4sure.com, without any consideration to you.

#### **General Terms and Conditions for Event**

Xebia Events and sponsorships are managed by its own team including experienced producers, event experts and marketers of global legal events. These events along with other events that Xebia organizes are collectively termed as ("Xebia Events"). There can be different formats of events such as: Online Events. In-person Events. Webinars. Events. Recorded Versions. Workshops. Q&A Sessions.

#### **Purpose for these Terms and Conditions**

The Participant wishes to avail the services of the Organizer providing events on various topics from time to time. In order to accept the services of the Organizer, the Participant expressly agrees to be bound by the Terms and Conditions specified herein.

These Terms and Conditions together read with Registration Form constitute the entire agreement. The Participant acknowledges and understands that he/she

has full knowledge of these terms and conditions and is bound with them in every aspect and thereby has not relied on and shall have no remedy in respect of any statement, terms, conditions, representation, warranty, understanding, promise or assurance other than as expressly set out under this agreement, whether wilfully or negligently made by any person.

#### **Prescribed Fee / Payment Terms**

The Registration fee exclusive of all taxes (per conference) shall be paid by Participants to Organizer prior to every Xebia.

Registration/Sponsorship fee together accompanied with a Form shall be deposited before the Conference date. All Registrations prior to the date of the Conference must be paid upfront and in full before registrations are confirmed. The Organizer reserves the right to accept/reject the registration of any Participant.

On completion of the registration form, full payment is required to be made within 3 (three) days from receipt of invoice. Payment must be received prior to the Conference date for which a receipt will be issued.

If payments are requested to be made by bank fund transfer/wire transfer/credit card, Participant hereby acknowledges that he/she specifically authorizes Xebia to levy charges over and above the amount agreed as listed above; that this Contract is valid, binding and enforceable; and that he/she has no basis to claim that any payments required under this Contract at any time are improper, disputed or unauthorized in any way.

Participants recognize the fact that pre-payment of Registration fees within the time specified is in utmost interest of Organizer and thus Organizer reserves the right to cancel Participant pass at any time for non-payment of Registration fees for any other reason whatsoever. You are not entitled to suspend or set-off due amounts.

#### **Intellectual property**

All intellectual and industrial property rights to provided equipment, programming, event materials and/or documentation (together the "event materials") are and remain the exclusive property of us and our licensors. You may not make public, copy, duplicate, or otherwise reproduce any event materials. You may not make audio and/or video recordings of a event. The event materials may only be used by the participant(s).

### **Contact**

Please note that we will use the information provided by you through our website in accordance with our privacy policy. If you have any questions on our privacy policy, please let us know. Our contact details can be found in our privacy policy.

### **Other terms**

Except for our intentional or gross negligence, our liability for damages concerning our performance or nonperformance of our obligations under the agreement between you and us is limited to the price of the event from which such liability results. We are not liable for damages resulting from an interruption, re-scheduling and/or cancellation of a event. We are in no event liable for any other damages, including without limitation indirect damages, consequential damages, or damages resulting from mutilation, delay, unclarity, or other defaults in the communication between you and us.

All agreements between you and us are governed exclusively by the laws of India Any disputes and differences shall exclusively be adjudicated by the courts/Tribunals of New Delhi, India.