

GENERAL TERMS AND CONDITIONS OF SALE AND USE OF THE EVENTMAKER SERVICE
Last updated on April 2025

These General Terms and Conditions of Sale and Use (hereinafter the "General Terms and Conditions") govern the relationship between, on the one hand, EVENTMAKER, a simplified joint stock company with capital of 403,800 euros, entered in the Créteil Trade and Companies Register with the number 512 747 676, with its registered office at 20 rue des Aqueducs 94250 GENTILLY (hereinafter "EVENTMAKER") and the ORGANIZER using the online software developed by EVENTMAKER and related applications to organize its events.

These General Terms and Conditions, their appendices and any Purchase Order governing the provision of the Service together constitute the contract (the "Contract") and define all EVENTMAKER's and the ORGANIZER's (hereinafter referred to as "the Parties") obligations excluding all other documents and, in particular, all general or special terms and conditions issued by the ORGANIZER, as well as all the ORGANIZER's conditions appearing in an order document.

In accepting the General Terms and Conditions by signing them, the signatory acknowledges that they are either the ORGANIZER's legal representative or that they are duly authorized by the ORGANIZER's legal representative to accept these General Terms and Conditions in its name and on its behalf.

ARTICLE 1 – Definitions

In the General Terms and Conditions, the terms and expressions beginning with a capital letter have meaning set out below, when used in either the singular or plural.

"Date of Commissioning": Date on which the Platform is ready for use.

The Commissioning is recorded :

- i. Either expressly by the ORGANIZER's validation (by signing an acceptance report, an email, or more generally by any electronic validation message) of the conformity of the settings and developments if the Purchase Order provides for this,
- ii. Either tacitly :
 - by the use of the "Eventmaker Check-In" application by the ORGANIZER or one of the Users,
 - or by the use of the Platform by the ORGANIZER's target audience (excluding the Eventmaker back office). The term "use of the Platform by the ORGANIZER's target audience" is understood to mean, in particular: the sending of an emailing campaign from the Platform, the launch of the Event's website on a personalised domain name or the referencing of the Event's website on internet search engines, the registration of at least five registrations by Participants...
- iii. or on the date of signing the Purchase Order if the Purchase Order does not provide for any Web Services.

"Effective Date of the Contract": means the date on which the Purchase Order is accepted by the ORGANIZER.

"Event": means any professional and/or general public and/or internal event (conference, reception, forum, symposium, congress, trade fair, etc.) organized by the ORGANIZER and in which Participants participate.

"ORGANIZER": means the legal entity identified in the Purchase Order organizing an Event, to which it invites Participants using the Service.

"Participant": means any natural person or legal entity invited by the ORGANIZER to register and participate in the Event using the Service.



"Platform": means the App.eventmaker.io back office, client websites (in a custom domain or the Eventmaker sub-domain), APIs, Mobicheckin, ticketing, and companion or white-label companion applications.

"Personal Data Regulations": means Regulation (EU) 2016/679 (hereinafter the "GDPR"), any law or regulation transposing it, as well as laws relating to the protection of personal data in other territories or countries applicable between the Parties.

"Purchase Order": means the printed or electronic document issued by EVENTMAKER and accepted by the ORGANIZER describing, in particular, the scope of the Service, the duration, and the applicable financial terms and conditions.

A Purchase Order may be signed by the ORGANIZER itself or by any professional, legal entity or natural person acting on behalf of an ORGANIZER of which it is the representative.

Where the Purchase Order is signed by the ORGANIZER's representative, the Purchase Order expressly stipulates this, and the ORGANIZER is named in the Purchase Order.

"Service": means the EVENTMAKER online software and applications accessible from the Platform as well as the associated services as described in the Purchase Order.

The Service consists of the following services:

- Subscription: subscription, licence to use and support of the Platform,
- Web Services: Configuration, development and project management,
- Onsite Services: supply of consumables, equipment rental, transport of rented equipment and on-site services during the Event,

each of which may be subscribed to separately.

"User": means all natural persons duly authorized by the ORGANIZER to use the Service, including, in particular, its personnel and any of its collaborators' or service providers' personnel solely for the ORGANIZER's needs.

ARTICLE 2 - Purpose

The purpose of these General Terms and Conditions is to define the terms and conditions applicable to the Service. By using the Service, the ORGANIZER agrees to comply with and be bound by the General Terms and Conditions.

ARTICLE 3 - Order

Any request for a Service a Purchase Order to be concluded in advance.

To obtain a Purchase Order from EVENTMAKER, the ORGANIZER undertakes to provide complete, accurate, and up-to-date information. This information includes, in particular, the ORGANIZER's name and trading name, the postal address of its registered office, the ORGANIZER's name and email address and its planned Event(s).

The ORGANIZER declares that it is a legal entity duly entered in the Trade and Companies Register, which is not subject to any receivership, liquidation, or safeguarding measures and has full legal capacity to enter into a contract.

The ORGANIZER undertakes to immediately inform EVENTMAKER of any change in relation to the legal entity it represents.

The services described in the Purchase Order are established on the basis of the information and requirements communicated by the ORGANIZER. Should this information or requirements prove to be incomplete or inaccurate or should the ORGANIZER submit additional requests during implementation of the Purchase Order, EVENTMAKER reserves the right not to fulfill any requests from an ORGANIZER.

ARTICLE 4 - Term



The Contract shall take effect on the date on which the Purchase Order is accepted by the ORGANIZER (the "Effective Date") and shall remain in force for the period specified in the Purchase Order or, if not specified, for a period of twelve months from the project start date appearing in the Purchase Order (the "Initial Term").

At its end, and unless stipulated otherwise in the Purchase Order, the Subscription shall then be tacitly extended under the same conditions for successive periods of twelve (12) months (each an "Additional Term") unless terminated by either Party by registered letter with acknowledgment of receipt sent no later than three (3) months prior to the end of each current period, with the postmark date acting as proof.

ARTICLE 5 - Financial terms and conditions

5.1. Price

The price is set out in the Purchase Order; it is fixed and final and applies for the Initial Term subject to the following.

On each anniversary date of the Effective Date of the Contract, including during the Initial Term, the ORGANIZER acknowledges and expressly agrees that the price shall be subject to an annual revision in accordance with an upward variation of the Syntec index by applying the following formula:

$$P = P0 \times (S1 / S0)$$

where P is the revised price, $P0$ is the price applicable at the time of the previous revision (or, for the first revision, the price in force on the Effective Date), $S1$ is the value of the Syntec index on the revision date and $S0$ is the value of the Syntec index on the date of the previous revision (or, for the first revision, the value of the Syntec index on the Effective Date).

Notwithstanding the above, where the Service includes the configuration of settings on behalf of the ORGANIZER, the price is indicative and calculated on the basis of the daily or hourly rate in force on the date on which the aforementioned settings are configured.

5.2. Invoicing terms and conditions

Unless stipulated otherwise in the Purchase Order, services shall be invoiced as follows:

- Subscription: at the beginning of the subscription period, in arrears
- Web Services: on the Date of Commissioning
- Onsite Services: on the day following the day of execution of the service in question.

5.3. Payment terms

Unless stipulated otherwise in the Purchase Order, the payment term is thirty (30) calendar days from the date on which the invoice is issued by EVENTMAKER.

In accordance with legal and regulatory provisions, late payment penalties shall be applied in the event that sums due are paid beyond the time limit set out above. These penalties, of an amount equal to the last rate applied by the European Central Bank plus 10 percentage points, shall begin to accrue 15 days after formal notice has remained unheeded, on a daily basis, until full payment. The rate applicable in the first half of the year in question shall be the rate in force on January 1st of the year in question and that applicable for the second half of the year in question shall be the rate in force on July 1st of the year in question.

Furthermore, a lump sum of €40 for collection costs may be claimed. EVENTMAKER shall also be entitled to claim additional compensation, upon justification, should the recovery costs incurred exceed the amount of this lump sum.

In the event of non-payment of a single invoice by its due date, EVENTMAKER may, thirty (30) days after formal notice has remained unheeded, demand the immediate payment of any and all sums remaining due from the ORGANIZER. EVENTMAKER may also suspend the Service as of right and/or terminate the Contract in accordance with Article 20.2 below.

Notwithstanding the provisions of Article 1342-10 of French Civil Code, it is expressly agreed that in the event that several invoices are due, and the ORGANIZER makes a partial payment, EVENTMAKER shall be free to allocate said payment in the order of priority decided on by EVENTMAKER.



ARTICLE 6 - Description of the Service

Via the Platform, the Service allows the ORGANIZER to:

- publish its Event's website,
- configure one or more mobile applications in relation to its Event,
- invite Participants,
- register Participants, collect their registration fee (subject to subscription to an additional service) and send them messages (email, SMS, notifications),
- identify Participants,
- open access to online Events via video conferencing or streaming,
- offer options for instant messaging and contact information sharing between Participants,
- issue personalized documents (badges, attendance certificates, quotes),
- monitor and record entries to the Event,
- monitor administrator access to the personal data of various Participants,
- connect other applications.

ARTICLE 7 - Right of use

7.1. Right of use for internal purposes

In return for the ORGANIZER'S compliance with the terms of the Contract, EVENTMAKER grants the ORGANIZER, for the term of the Contract, a personal, non-exclusive, non-assignable, and non-transferable license, for the entire world, to access the Platform and use the Service for the sole purpose of organizing the Event(s) by the ORGANIZER named in the Purchase Order. The ORGANIZER may not, under any circumstances, grant access to the Platform to any third party that is not a User or access to the Service to any third party that is not a Participant.

7.2. Restrictions on use

The ORGANIZER is only authorized to use and allow use of the Service under the conditions specifically permitted by the Contract. EVENTMAKER reserves all other rights.

With the exception of the rights conferred by the Contract, the ORGANIZER undertakes not to:

- (i) copy, make available and/or distribute the Service in whole or in part, in any way, to third parties other than Users and/or Participants,
- (ii) access and/or use the Service more than 200% of the authorized quota indicated on the initial Purchase Order without concluding an additional Purchase Order,
- (iii) assign, sell, lease, lend, sub-license, distribute, outsource, or transfer, free of charge or in return for payment, the rights granted to it pursuant to the Contract,
- (iv) adapt, modify, including for the purposes of correction, or translate the Service or its components,
- (v) disassemble, decompile, or reverse engineer the Platform accessible via the Service, or otherwise attempt to discover or reconstitute its source code, except as specifically provided by the applicable law,
- (vi) alter, destroy, or delete any notices or notices relating to intellectual property rights or any other references to EVENTMAKER's ownership appearing on the Service,
- (vii) distribute all or part of a piece of software, with the exception of the ORGANIZER's Event's website and/or mobile application, the creation of which results in whole or in part from the use of the Service,
- (viii) use the Service for benchmarking purposes,
- (ix) disclose to third parties, in any manner whatsoever, in whole or in part, free of charge or in return for payment, the results of the performance test obtained by using the Service.

ARTICLE 8 - Access to the Service

8.1. Account creation

From the Effective Date of the Contract, EVENTMAKER shall grant the ORGANIZER access to the Platform in order to access and use the Service. To access it, Users must benefit from an Internet connection, create an account by completing the registration form, which is available online, and accept the terms of the General Terms and Conditions.



8.2. Personal identifiers and profile

Once registration has been completed, each User creates their individual password associated with their email address. This identification is strictly personal, and the ORGANIZER and the User undertake not to disclose it. EVENTMAKER reserves the right to terminate any account for which it has reasonably established that the username and password may have been used by an unauthorized person.

The ORGANIZER also has the option of creating a profile containing certain personal data. Insofar as this data is voluntarily placed online by the ORGANIZER, the latter is duly informed and unreservedly agrees that this personal data shall be stored by EVENTMAKER.

8.3. Event organization

The functionalities of the Service are limited to those appearing in the Purchase Order. Should the ORGANIZER wish to be able to take advantage of all the functionalities and benefits of the Platform, the ORGANIZER must subscribe to the other EVENTMAKER offers.

8.4. Receipt of emails sent by EVENTMAKER

The ORGANIZER undertakes to ensure that it receives the emails sent to it by EVENTMAKER and must ensure that it does not block receipt thereof.

It is the ORGANIZER's responsibility to check in good time that the emails sent to it by EVENTMAKER have reached it, EVENTMAKER cannot be held responsible for the direct and indirect consequences of the ORGANIZER not receiving its emails.

8.5. Prerequisites for the Internet connection, browser and hardware used

To use the Service, the ORGANIZER must have reliable Internet access. EVENTMAKER is not responsible for the loss, reliability or speed of the Internet connection used by the ORGANIZER with the Service, whatever its nature.

EVENTMAKER is not responsible for the quality and performance of the WiFi network used with the Service if it has not been set up by it. In the event that the WiFi network is installed by EVENTMAKER, EVENTMAKER cannot be held responsible for the speed of the Internet connection to which this WiFi network is connected. Moreover, EVENTMAKER cannot be held responsible for any interference due to the deployment of other WiFi networks at the Event site and adversely affecting the quality of the signal for the WiFi network installed by EVENTMAKER.

It is the ORGANIZER's responsibility to check the proper compatibility of the Service with the browser and the version of the latter it uses, as EVENTMAKER does not guarantee the compatibility of the Service with all the browsers on the market.

EVENTMAKER shall not, under any circumstances, be held responsible for malfunctions of the hardware used with the Service.

8.6. Denial of access to the Service and closure of account

EVENTMAKER reserves the right to deny the ORGANIZER access to the Service, including after signing the Purchase Order, in particular if the characteristics of the Event are not those appearing initially in the Purchase Order or if the Event in question appears likely to infringe the rights of a third party, break the law or breach the General Terms and Conditions. In such cases, EVENTMAKER shall reimburse the ORGANIZER any sums already paid by the latter after the deduction of services already provided and/or costs of using the Service on a *pro rata* basis.

In the event of a breach of the Contract by the ORGANIZER, EVENTMAKER reserves the right to close the ORGANIZER's account and/or to refuse any new registration on its part, without prejudice to EVENTMAKER's right to claim damages from it.

ARTICLE 9 - Settings - Additional Developments

The Service may be configured within the possibilities it can reasonably offer.



9.1. Settings configured by the ORGANIZER

The ORGANIZER is solely responsible for the settings for the Service it configures and becomes the owner of. EVENTMAKER shall not, under any circumstances, be held liable due to settings configured by the ORGANIZER.

9.2. Settings configured by EVENTMAKER

The ORGANIZER may ask EVENTMAKER to configure the Service in accordance with the requirements and instructions it shall send the latter. In this case, the Purchase Order shall include a description of the settings to be configured with an indicative development schedule.

Any significant overruns of development time due to adjustments requested by the ORGANIZER during the development/configuration phase as regards the Purchase Order shall result in an additional invoice based on the man-hours spent and in accordance with the daily or hourly rate set out in the quote or, failing this, in accordance with the rates in force on the date of the overrun.

EVENTMAKER guarantees a uniform rendering of its settings on the following browsers:

- Google Chrome version 38 and later
- Mozilla Firefox latest version
- Microsoft Edge version 79 and later (Versions based on Chromium)
- Apple Safari version 11 and later.

9.3. Guarantee of settings configured by EVENTMAKER

Settings configured by EVENTMAKER shall be validated after they are placed online, which the ORGANIZER expressly accepts.

These settings are covered by a fourteen (14) calendar day guarantee after they are placed online. If during this period, a configuration error is detected by the ORGANIZER, it sends a request to EVENTMAKER in order for the configuration error to be corrected.

For the above purposes, "Configuration Error" means a reproducible malfunction or error, affecting the configuration and likely to block access to the Service, which has been reported by the ORGANIZER.

9.4. Additional developments

The ORGANIZER may also ask EVENTMAKER to provide additional services or developments not included in the initial Purchase Order. EVENTMAKER shall be free to respond by issuing an additional fixed price or hourly/daily rate quote.

ARTICLE 10 - Maintenance

10.1. With the exception of corrective maintenance during the term of the Contract ("Maintenance"), the Service does not include any upgrade maintenance or telephone technical support or training.

This Corrective Maintenance shall be carried out throughout the term of the Contract, it being specified that it does not include the correction of malfunctions not exclusively attributable to EVENTMAKER and/or non-reproducible and/or resulting from: non-compliant use or misuse of the Service by the ORGANIZER, a configuration and/or connection with third-party software undertaken by the ORGANIZER alone, and/or continued use of the Service without the agreement of EVENTMAKER following an incident or during the performance of a scheduled maintenance operation.

This Corrective Maintenance also excludes the correction of faults affecting the ORGANIZER's hardware, peripherals and networks preventing the normal functioning of the Service, as well as any malfunctions of the ORGANIZER'S hardware resulting from the use of the Service.

However, EVENTMAKER may offer the ORGANIZER upgrade maintenance, telephone support or training services, subject to conditions to be defined. The ORGANIZER may send a support request email to support@eventmaker.com at any time.

10.2. Service Level Agreement

EVENTMAKER guarantees the ORGANIZER the following service levels:



- a) Average monthly Service availability rate in working days and hours: 99% provided that this unavailability does not result from: any malfunctions of the ORGANIZER's hardware, the integration of online software and/or misuse, and/or fraudulent, abusive or excessive use of the Service.
- b) Data backup: The database cluster is regularly backed up as follows:
- A backup is carried out every 8 hours. These backups are stored for 2 days.
 - A daily backup is carried out and stored for 1 week.
 - A weekly backup is carried out and stored for 4 weeks.
 - A monthly backup is carried out and stored for 3 months.
- c) Service interruption time for scheduled Maintenance: 4 working hours
- d) Deadlines for address the Anomalies:
- Critical Anomaly: address the Anomaly within 8 working hours of it being reported by the ORGANIZER subject to the availability of support; "Critical Anomaly": Anomaly making normal use of an essential Service Function impossible, directly affecting the ORGANIZER's business operations.
 - Major Anomaly: address the Anomaly within 48 working hours of it being reported by the ORGANIZER subject to the availability of support; "Major Anomaly": Anomaly that impairs the functioning of the Service but does not affect the use of an essential Service Function for the ORGANIZER's business operations.
 - Minor Anomaly: address the Anomaly within 8 weeks of it being reported by the ORGANIZER unless the ORGANIZER agrees to a longer period. "Minor Anomaly": An anomaly that affects a minor Service functionality or its appearance.

For the above purposes, "Anomaly" means a reproducible malfunction or error affecting the Service and having been reported by the ORGANIZER and "Essential Function" means the following Service functions: Registration Form, Online Payment, Access control and confirmation, Badges, Website, Program, Streaming, Webinars and Mobile Application.

- e) Availability of support: Customer support is available Monday to Friday (excluding French public holidays), from 9 a.m. to 7 p.m. (business hours), 5 days a week.
Assistance is provided primarily via the platform's integrated chat: <http://app.eventmaker.io/>
If necessary or if the chat is unavailable, support can also be contacted by email at support@eventmaker.com or by phone at +33 1 85 09 75 73.
Customer support is not intended to provide project monitoring. This is handled separately via the dedicated Basecamp platform, which the Client has access to as part of their project management.

In the event of a failure to comply with the Service availability rate, the ORGANIZER may claim penalties from EVENTMAKER equal to 5% of the sums paid by the ORGANIZER to EVENTMAKER for subscription to the Service for the month preceding that during which the Service availability rate was not adhered to, provided that the ORGANIZER sends such a claim to EVENTMAKER within thirty (30) days of the occurrence of the unavailability. These penalties are in full discharge of EVENTMAKER's liabilities and represent the only compensation granted to the ORGANIZER for a failure to comply with the SLA; they shall also be capped, per year, at 5% of the sums, excluding tax, paid by the ORGANIZER for subscription to the Service.

ARTICLE 11 - Credit and topping up

The Service records its use on the "consumption" page, which is accessible via the interface, with this record acting as proof. The usage allowances for the Service are those appearing in the Purchase Order, it being specified that should the ORGANIZER exceed them, the Service is not blocked, and the ORGANIZER shall be invoiced for any excess use in accordance with the financial terms and conditions set out in the extensions or, failing this, at EVENTMAKER's current price. Should the ORGANIZER wish to be blocked from using the Service, it must notify its EVENTMAKER contact of this within one week of the Purchase Order being signed.



ARTICLE 12 - Badges and consumables

12.1. Badge counting

Badges have a QR Code that allows a Participant to identify themselves at the entrance to an Event. The badge is personal and non-transferable. A badge only allows access to the Participant whose name appears on the it.

12.2. Badge printing

- a) Badges must be printed by the ORGANIZER prior to the Event. They must be perfectly legible and of a sufficient size to be scanned by a mobile device.
- b) Prior to the date of the EVENT, the ORGANIZER may ask EVENTMAKER to take charge of printing badges, sending them to Participants on its behalf or making them available to Participants on the day of the Event.
This service may be provided subject to (i) the request being sent by the ORGANIZER sufficiently in advance and (ii) the corresponding Purchase Order being signed by the ORGANIZER. Sorting of badges, if not expressly stipulated in the Purchase Order, is not included.
In this case, EVENTMAKER shall have the ORGANIZER approve the final proof of the badge, it being specified that, in the absence of a response from the ORGANIZER after the fourth reminder from EVENTMAKER, the final proof shall be deemed to have been accepted and approved without reservation. Furthermore, in such cases, the ORGANIZER shall be automatically charged a fee of 100 euros excluding tax.
- c) EVENTMAKER is not responsible for the content of the file provided by the ORGANIZER for the purpose of printing badges and does not check this file.

12.3. Conditions for maintaining the prices of quotes relating to the provision of consumables and printing of badges

The prices for the provision and printing of badges appearing in the quote are only guaranteed if the ORGANIZER sends EVENTMAKER its written approval of the final proof no later than 18 working days before the delivery date for the aforementioned badges. After this, prices may be adjusted.

Any final proof approved, explicitly or tacitly under the conditions set out above, is final. Therefore, any subsequent changes to the aforementioned final proof shall result in the issue of a new quote, the amount of which shall be added to that for the previous badges.

12.4. Consumables

The ORGANIZER may order consumables (lanyards, badge holders, paper, blank badges, etc.) from EVENTMAKER, with a minimum notice of thirty (30) calendar days before the date of the Event. Any order within a shorter period shall result in additional costs in relation to EVENTMAKER's current price list, which shall be invoiced to the ORGANIZER.

ARTICLE 13 - Devices used to scan badges

The ORGANIZER must use mobile devices (such as smartphones or tablets) to scan badges in accordance with the technical prerequisites appended hereto. Mobile devices must be used with up-to-date versions of their operating system.

The ORGANIZER is solely responsible for the choice of mobile devices used to scan badges. It must ensure that correct operation of the badges is tested before the date of the Event.

The ORGANIZER may rent mobile devices from EVENTMAKER in accordance with the conditions set out in the General Rental Terms and Conditions for Mobiloc.fr. (Link available below: <https://docs.google.com/document/d/1cpPjwDhQGY79AV0-gktNzh7Py910Asv2G2tXFwjEnCQ/pub>) which constitute a separate document that is independent of the Contract.

ARTICLE 14 - Ticketing



EVENTMAKER – 20 rue des Aqueducs 94250 GENTILLY

512 747 676 Créteil Trade and Companies Register - VAT no.: FR65512747676

EVENTMAKER shall not, under any circumstances, be required to reimburse a Participant the price of the ticket they have purchased from the ORGANIZER, with the latter being solely responsible for this. Nor can it be held responsible, in any way or for any reason whatsoever, for any disputes arising from the ticketing put in place by the ORGANIZER.

ARTICLE 15 - The ORGANIZER's undertakings

15.1. Lawful Use of the Service

The ORGANIZER undertakes to use the Service lawfully and in accordance with and within the scope of these General Terms and Conditions.

15.2. Commitments relating to content

The ORGANIZER is entirely responsible for the content that it publishes on the Service or that it provides or shares in connection with Events. It undertakes to comply with the legislation in force and in particular to ensure that the content is not likely to:

- (i) violate the applicable law,
- (ii) infringe intellectual property rights or the trade secrets of third parties, or damage the honor or reputation of any person,
- (iii) contain any statements that are unlawful, hateful, obscene, abusive, threatening, defamatory, harmful to public health or contrary to public order, decency or advertising rules,
- (iv) contain malicious code that could harm or corrupt the platform, and/or
- (v) constitute unlawful processing of personal data.

The ORGANIZER warrants that it is the holder of all copyrights and/or similar rights relating to images and/or photographs and/or the content of its publications and/or any other elements that it publishes on the Service or that it provides or shares in connection with Events.

The ORGANIZER warrants that it has obtained the authorization of the people represented in the photographs and/or images that it may publish on the Service.

The ORGANIZER undertakes, at its own expense, to defend and hold EVENTMAKER harmless in the event of an action or claim by third parties (including, in particular, action for infringement, unfair competition or parasitic competition, breach of personal data protection) relating to the content published on the Service or provided or shared in connection with Events, regardless of the person from which the content originated, including all Participants. The ORGANIZER shall compensate EVENTMAKER for all costs (including legal fees), losses and damages that EVENTMAKER may bear, as well as the amount of out of court settlements and/or damages that EVENTMAKER may be liable for.

The ORGANIZER undertakes not to publish information it may have obtained from Participants or third parties, or content belonging to Participants or third parties, without their prior consent.

EVENTMAKER reserves the right to remove, without notice and freely, any content that does not comply with the General Terms and Conditions without this removal resulting in any compensation for the benefit of the ORGANIZER or any acknowledgment of liability by EVENTMAKER as regards the content.

In the event that the ORGANIZER should notice unlawful content, abuse or violation of the rights of third parties, it can report this to EVENTMAKER by sending an email to the following email address: support@eventmaker.com.

15.3. Commitments relating to the Event

The ORGANIZER undertakes not to use the Service to organize Events, the purpose of which is unlawful, prohibited or constituting an affront to decency or disturbing public order.

The ORGANIZER declares that it has:

- all the authorizations, including official authorizations, required to organize and hold the Event. In this respect, it undertakes to comply with the regulations applicable to the Event and, in particular, without this list being exhaustive: French Labor Code, regulations governing health and safety, establishments open to the public, bars, etc.
- the right to distribute or have EVENTMAKER send out badges for the Event and that this right is not restricted by any commitment entered into with a third party.



The ORGANIZER provides a true and fair representation of its Events so as not to create confusion or error in the minds of Participants.

EVENTMAKER shall not be held liable for the information published by the ORGANIZER in respect of the Event.

15.4. Compliance with the general conditions of use by Users and Participants

The ORGANIZER undertakes to ensure that Users are aware of and comply with the commitments undertaken under these General Terms and Conditions and in particular with the provisions relating to restrictions on use (article 7.2), conditions of access to the Service (article 8) and commitments relating to content and Events (articles 15.2 and 15.3).

The ORGANIZER further guarantees that the Participants will comply with the present General Terms of Use that they must validate before accessing the Service.

ARTICLE 16 - Intellectual property

EVENTMAKER and its licensors are and remain the holders of all the material and intellectual property rights relating to the Service (including the source code). The Contract does not entail any transfer of ownership to the ORGANIZER with the exception of the right of use temporarily granted hereunder. The ORGANIZER undertakes not to infringe, directly or indirectly (in particular via its Users and/or Participants), EVENTMAKER's and/or its licensors' property rights.

Should the ORGANIZER ask EVENTMAKER to adapt the Service to its specific needs, EVENTMAKER retains ownership of the configurations and developments performed, as well as the source codes produced, which may not, unless expressly agreed by EVENTMAKER, be used by the ORGANIZER in a framework other than that of the Event organized.

ARTICLE 17 - Liability - Warranty disclaimer

17.1. Exclusion and limitation of warranty

The ORGANIZER acknowledges and agrees that the Service is provided as is and without any warranty on the part of EVENTMAKER. EVENTMAKER expressly disclaims any guarantee of conformity, compatibility and suitability as regards the ORGANIZER's requirements. EVENTMAKER does not warrant that the Service is error free or that it will operate uninterrupted. The ORGANIZER expressly agrees to assume all the inherent risks of accessing and using the Service.

The ORGANIZER acknowledges that it has been informed of the inherent risks of the Internet and the resulting consequences as regards the availability and accessibility of the Service. EVENTMAKER shall not, under any circumstances, be held responsible for the temporary inaccessibility of the Service caused by the ORGANIZER's hardware and/or software, a failure of the Internet network or any loss, alteration or fraudulent use of data, the accidental transmission of viruses or other harmful elements.

17.2. EVENTMAKER's liability

EVENTMAKER is bound by a best-efforts obligation as regards provision of the Service. To the fullest extent permitted by the applicable law, the total extent of EVENTMAKER's liability is strictly limited to the sums, excluding tax, paid by the ORGANIZER to EVENTMAKER for use of the Service in accordance with the Contract over the course of the twelve (12) months preceding the event giving rise to liability.

EVENTMAKER shall not be held liable for indirect damages (including loss of income, loss of profit, loss associated with room hire, equipment or use of personnel for the Event, costs incurred for the use of substitute products or services, damage to the ORGANIZER's image resulting from use of the Service) or in the event of inaccuracy, loss or alteration of data or content, as well as any other disputes with third parties (including Participants) resulting from use of the ORGANIZER's website.

ARTICLE 18 - Personal data



18.1. Processing carried out by EVENTMAKER as the data controller for the purpose of Contract management

Personal data relating to the ORGANIZER's representatives and employees involved in concluding and implementing the Contract are processed by EVENTMAKER as the data controller and are intended for the latter for the sole purpose of implementing the Contract (invoicing, notifications, archiving, etc.). This data is stored in France for the term of the Contract plus the applicable legal retention periods. Data subjects may exercise their rights as regards the above processing operations by contacting: dpo@eventmaker.com.

18.2. Processing carried out by EVENTMAKER as a subcontractor in connection with provision of the Service

18.2.1 As part of the Service, EVENTMAKER is required to process personal data on behalf of the ORGANIZER. The characteristics of these processing operations are as follows:

Purpose of processing	Type of data processed	Data subjects	Type of processing	Retention Period
<i>Registration for an Event on the EVENTMAKER platform</i>	Login Password IP address	Participants	Collection Storage Use Erasure	Service Provision Period + 30 months
<i>Participant profiling option</i>	Browsing data Clicks and opening emailings	Participants	Collection Storage Profiling Availability Erasure	Service Provision Period + 30 months
<i>Use of the EVENTMAKER platform</i>	Login Password IP address	Users	Collection Storage Use Erasure	Service Provision Period + 30 months maximum
<i>Sending invitations</i>	Surname First name E-mail Mobile phone no.	Contacts provided by the ORGANIZER or Users	Storage Use Erasure	Service Provision Period + 30 months maximum
<i>Provision of the list of Participants to all Participants</i>	Surname First name Professional contact details Current position LinkedIn Profile Link	Participants	Collection Storage Erasure	Service Provision Period + 30 months maximum
<i>Presentation of the ORGANIZER's contact detail on the Event website</i>	Contact details + Information provided by the ORGANIZER	Organizer	Collection Storage Availability Erasure	Service Provision Period + Removal at the ORGANIZER's request
<i>Provision of Contacts</i>	Surname First name	Contacts provided by the ORGANIZER		

	+ Information requested by the ORGANIZER on registration			Service Provision Period + Removal at the ORGANIZER's request
<i>Storage of personal data in connection with the use of Messaging, Video-Conferencing and Networking tools</i>	Surname First name + Data provided by the User	Contacts whose contact details are provided by Users/Participants	Collection Storage Availability Erasure	Service Provision Period + 30 months maximum
<i>Training of non-EVENTMAKER personnel</i>	Email address	Participant reception personnel Contacts provided by the ORGANIZER	Collection Storage Erasure	Service Provision Period + 30 months maximum
<i>Technical support for EVENTMAKER platform Users</i>	Surname First name Email address Current position Terminals used (PC, smartphone, etc.)	Users	Collection Storage Use Erasure	Service Performance Period
<i>Participant Sponsorship by Participants</i>	Sponsor's email address Sponsored party's email address	The sponsored party The Sponsor	Collection Storage Availability Transmission Erasure	Service Provision Period + 30 months maximum

For the processing in accordance with Article 18.2.1, it is the ORGANIZER's responsibility to send EVENTMAKER the means for obtaining consent or information that it wishes to have sent to the data subjects.

18.2.2 EVENTMAKER's general obligations as a subcontractor

On behalf of the ORGANIZER, EVENTMAKER processes only the personal data necessary for the purposes defined above and only on the basis of documented written instructions from the ORGANIZER, including as regards transfers to a third country, unless it is required to do so pursuant to European Union law, in which case it shall inform the ORGANIZER in advance of this obligation, unless the applicable law prohibits such information on important public interest grounds.

EVENTMAKER ensures that the people authorized to process personal data (EVENTMAKER's employees and service providers) undertake to maintain confidentiality or are subject to an appropriate legal confidentiality obligation.

EVENTMAKER shall inform the ORGANIZER should an instruction appear to constitute a breach of the Personal Data Regulations or other applicable provisions, and reserves the right, where applicable, not to execute said instruction without it being declared liable in this respect.

Once the above purposes have been achieved, EVENTMAKER may retain the data resulting from processing carried out on the ORGANIZER's instructions for the period set out in the above table and to then erase it or, at any time in the event of an express request from the ORGANIZER, erase the data as soon as possible.



EVENTMAKER undertakes to:

- provide the ORGANIZER with all the appropriate information and provide it with all the necessary assistance to enable it to fulfill its obligations in its capacity as Data Controller,
- help the ORGANIZER, as necessary, to fulfill its obligation to respond to requests from data subjects for the purpose of exercising their rights,
- keep a written record in accordance with the provisions of Article 30.2 GDPR.
- provide sufficient guarantees regarding the implementation of appropriate technical and organizational measures to ensure that processing satisfies the requirements of the applicable regulations and guarantees protection of data subjects' rights.

18.2.3 Appointment of a data protection officer

The Parties undertake to have appointed one or more people responsible for ensuring compliance with the Personal Data Regulations (DPO or a similar role). For EVENTMAKER: dpo@eventmaker.com. For the ORGANIZER, this data protection officer is named in the Purchase Order.

18.2.4 Audits

EVENTMAKER shall provide the ORGANIZER with all the information necessary to provide proof of its compliance with the obligations of this article and to enable audits to be carried out. These audits are conducted with a maximum of a one-day audit per calendar year, regardless of the number of Purchase Orders placed by the ORGANIZER.

These audits are carried out at the ORGANIZER's expense by the latter or any other auditor appointed by it. In the event of an external audit, the chosen auditor cannot be a competitor, a company belonging directly or indirectly to a competitor group of EVENTMAKER or a partner of a competitor of EVENTMAKER. A competitor company of EVENTMAKER is understood to mean any event agency or company providing event management software, either virtual or physical.

The ORGANIZER shall notify EVENTMAKER in writing at least thirty (30) days before the scheduled audit date and shall inform EVENTMAKER of the precise scope of the audit. EVENTMAKER may propose another date to the ORGANIZER without this date being more than fifteen (15) days from the date proposed by the ORGANIZER, unless EVENTMAKER's sites are closed, in which case this period may be extended.

In any event, the Parties and the external auditor sign a confidentiality agreement guaranteeing the confidentiality of the audit and the information exchanged during the audit.

On completion of the audit, a preliminary audit report is issued, on a strictly confidential basis and simultaneously to the Parties. The Parties may issue comments and reservations within five (5) working days. Once the comments and reservations have been transmitted, the auditor determines the terms of the audit report, it being understood that all the comments and reservations submitted are appended to this report even if they have not been included in the final version of said report. This report sets out all the conclusions presented and jointly approved by the Parties, as well as the action plans to be implemented for approval by the Parties. These are only binding on EVENTMAKER insofar as the conclusions of the report state that there are proven non-compliances with the applicable legal obligations and recognized as such by the latter. Corrective actions accepted by EVENTMAKER must be carried out on the basis of a mutually agreed schedule. These corrective actions shall be undertaken at EVENTMAKER's expense, unless agreed otherwise.

18.2.5 Use of future subcontractors

EVENTMAKER is generally authorized to use one or more future subcontractors and (i) ensures that the aforementioned subcontractors fulfill all the obligations of this Article in the same way, (ii) remains liable as regards the ORGANIZER for the non-performance of the aforementioned subcontractors, and (iii) informs the ORGANIZER of any change relating to the addition/replacement of a subcontractor in order to allow the latter to object to such changes, which shall be deemed to have been accepted in the absence of a properly reasoned objection within ten days of the information provided by EVENTMAKER.



In the event of a reasoned objection, the Parties shall seek a negotiated solution.

As part of the above processing operations, the ORGANIZER is informed and agrees that EVENTMAKER may use the following subcontractors:

Name of the future subcontractor	European Representatives (where applicable)	Type of processing	Processing country	Contact details for the future subcontractor's DPO	Appropriate safeguards	Link to Privacy Policy
AMAZON WEB SERVICE	Amazon Web Services EMEA SARL	Hosting	Ireland	aws-EU-privacy@amazon.com	DPA	AWS policy link
CRISP	Not applicable	Centralization of conversations	Netherlands	Valerian Salou dpo@crisp.chat	DPA	CRISP policy link
ESENDEX	Not applicable	ORGANIZER and internal communication solutions (SMS)	United Kingdom	https://www.esendex.fr/demande-informatique-personnelle	DPA	Esendex policy link
MAILJET	Not applicable	Invitations router	EU/USA	Darine Fayed privacy@mailqun.com	DPA/SCC	Mailjet policy link
VONAGE VIDEO	Vonage Business Limited	Live video platform	EU United Kingdom USA	privacy@vonage.com	SCC	Vonage policy link
BASECAMP	X	Project Management Tool	USA	privacy@basecamp.com	SCC	Basecamp policy link
BOOQABLE	Not applicable	Order Management Tool	Luxembourg	info@booqable.com	DPA	BOOQABLE policy link
GOOGLE DRIVE* (optional - only at the ORGANIZER's request)	Google Ireland Limited	Hosting	USA	data-protection-office@google.com	SCC	GOOGLE Policy Link
DIDOMI	Not applicable	Cookie management and cookie banner	EU	dpo@didomi.io	DPA	DIDOMI Policy link

* As part of the Service, EVENTMAKER may receive certain documents and files from the ORGANIZER. Prior to such sharing, EVENTMAKER requests that it be undertaken using a specific tool belonging to, or licensed by the ORGANIZER. In the absence of such a tool, EVENTMAKER shall use GOOGLE DRIVE to host these files only on direct instructions from the ORGANIZER.

18.3. Processing carried out by the ORGANIZER as the Data Controller



- a) As regards the personal data supplied to EVENTMAKER, where applicable, by the ORGANIZER and/or its own partners (in particular exhibitors) for the purposes of implementing the Contract, the latter represents and warrants that the collection of said data, its transmission to EVENTMAKER, the information relating to data subjects, and more generally, the processing carried out by it with regard to such data, have been carried out in accordance with the Personal Data Regulations. The ORGANIZER declares and guarantees that it has obtained all the necessary agreements/authorizations to have access to the guest lists that its own partners upload directly onto the Platform.
- b) As regards processing carried out by the ORGANIZER for the personal data transmitted or provided by EVENTMAKER within the framework of the Service, it is recalled that this processing shall be the sole responsibility of the ORGANIZER, the result of which is that EVENTMAKER shall not, under any circumstances, be declared liable in respect of any claims by one of the data subjects in question, any third party or any competent authority resulting from such subsequent processing carried out by the ORGANIZER.

This guarantee shall continue to apply after the termination of the Contract for any reason whatsoever.

18.4. Data transfers outside the EEA

If either Party plans to process the other Party's personal data outside the European Economic Area, in a country that does not benefit from an equivalent level of protection as defined by the GDPR, it must inform the other Party and obtain its prior authorization. In all cases, each of the Parties undertakes, in accordance with articles 44 and 46 of the GDPR, to put in place the appropriate guarantees with regard to the transfer of data outside the EEA, in particular through :

- using the standard contractual clauses adopted by the European Commission, or
- the use of any other guarantees deemed appropriate to protect the personal data of the persons concerned, under the conditions set out in article 46 of the GDPR.

ARTICLE 19 - Confidentiality

For the purposes of implementing the Contract and providing the Service, each Party may exchange information, data and elements relating to its activity with the other Party, each of which wishes to ensure protection in order to avoid any disclosure.

19.1. Definitions

Any information, element or data relating to the Parties' activities, irrespective of its form or nature, whether it is of a technical, commercial, financial, strategic or organizational nature, in a printed, electronic or verbal form, protected by an intellectual property right or not, shall be regarded as Confidential Information.

The following information is not regarded as Confidential Information, where it can be demonstrated that it:

- (i) comes/came into the public domain on the day of its disclosure, or
- (ii) is/was legitimately obtained from a third party not bound by a confidentiality obligation, or
- (iii) is/was disclosed pursuant to a legislative or regulatory provision, a court order or a request from any administrative or supervisory authority, it being understood that the Receiving Party making a disclosure shall inform (except when prohibited by Law or regulations) the Disclosing Party prior to such a disclosure, in order to enable it to object to it, or
- (iv) is/was disclosed by the Receiving Party with the Disclosing Party's prior written consent.

The Party disclosing Confidential Information is referred to as the "Disclosing Party" and that receiving Confidential Information is referred to as the "Receiving Party".

19.2. The Receiving Party's obligations

The Receiving Party undertakes, for the entire term of the Contract:

- (i) Not to disclose Confidential Information to third parties without the Disclosing Party's express consent,
- (ii) Not to copy or reproduce Confidential Information on any medium whatsoever, without the Disclosing Party's consent,



- (iii) Not to use Confidential Information for purposes other than those set out in the Contract,
- (iv) To protect Confidential Information received and keep it strictly confidential, as well as treating it with the necessary degree of precaution,
- (v) To restrict the disclosure of Confidential Information solely to personnel involved in the implementation of the Contract and having a need to know, who are themselves subject to a confidentiality obligation ensuring a level of protection at least equivalent to that set out in the Contract.

In any event, the Receiving Party acknowledges that Confidential Information shall remain the property of the Disclosing Party.

A complete or partial breach by the Receiving Party of one or more obligations of this article may result in termination of the Contract by the Disclosing Party as of right and without prior formal notice, without prejudice to the latter's right to compensation for the damage thus suffered.

19.3. Return and destruction of confidential information

At the end of the Contract, the Receiving Party undertakes to ensure that:

- all Confidential Information is returned to the Disclosing Party, where applicable, in response to an initial request,
- other Confidential Information media are destroyed immediately.

19.4. Duration of the confidentiality obligation

The Parties undertake to comply with the confidentiality obligations for the entire term of the Contract and for five (5) years following the expiry or termination of the Contract.

ARTICLE 20 - Termination

20.1. Termination by the ORGANIZER

The ORGANIZER may decide, at any time and without cause, or for any cause other than a breach by EVENTMAKER or a case of force majeure, to terminate the Contract without being able to claim any reduction and/or partial or total reimbursement of the price in this respect.

This decision must form the subject of a registered letter with acknowledgment of receipt sent to EVENTMAKER. In this case, termination shall take effect on the working day following the date on which the aforementioned registered letter is first submitted to EVENTMAKER. In this case, the full price set out in the Purchase Order shall remain due to EVENTMAKER and shall be payable immediately.

20.2. Termination for cause

The Contract may be terminated as the result of a serious or repeated breach by one Party of one of its contractual obligations, thirty (30) days after the date of receipt of formal notice, which has remained unheeded, or with immediate effect in the event of an irremediable breach by means of simple written notice. Termination shall be declared without prejudice to any claims for damages. To the extent permitted by the applicable law, EVENTMAKER reserves the right to terminate the Contract as of right by means of simple written notice if the ORGANIZER is the subject of voluntary liquidation proceedings, judicial liquidation or any other substantial modification.

In the event of a failure by the ORGANIZER to fulfill one of its obligations pursuant to the Contract, EVENTMAKER shall also have the right to suspend the implementation of all or part of the Contract until the breach is remedied, without prior formal notice. The Parties agree that this suspension shall not be regarded as a termination of the Contract by EVENTMAKER, nor shall it give rise to any right to compensation for the ORGANIZER.

ARTICLE 21 - Force Majeure

21.1. With the exception of payment obligations, none of the Parties may be held responsible for a breach of its obligations should such a breach result from an event of force majeure as defined by the applicable law and interpreted by the competent courts including, in particular, any government decision. The following are also contractually regarded as cases of force majeure: any government or administrative decision such as the withdrawal or suspension of any authorizations whatsoever, trade restrictive measures and sanctions implemented by the United Nations, the European Union and its member states, the United States, the

United Kingdom and, where applicable, any jurisdiction in which this Contract is to be performed, a total or partial strike, internal or external to the company, a fire, flood, natural disaster, earthquake, act of terrorism, state of war, epidemic, pandemic, total or partial interruption or blockage of telecommunications or electrical networks, computer hacking ("Force Majeure").

The Party experiencing the Force Majeure event must immediately inform the other Party by all appropriate means of the impossibility of fulfilling its obligations.

The Force Majeure event suspends the fulfillment of obligations. The Party whose performance has been delayed shall make every reasonable commercial effort to minimize the effects of Force Majeure.

21.2. In the event of the cancellation or postponement of an Event by the ORGANIZER due to the occurrence of a Force Majeure event, the Parties expressly agree in advance to postpone the provision of services not yet rendered on the date of said cancellation or postponement, to the next date of the Event, with the sums already paid by or due from the ORGANIZER in accordance with the Purchase Order thus being retained by or remaining due to EVENTMAKER.

In the event of a failure to hold the canceled or postponed Event by the end of a period of twelve (12) months from the initial date of the Event, each Party is free to terminate the Contract as of right. Termination shall take effect from the day after the date of notification of the termination. In this case, EVENTMAKER shall reimburse the ORGANIZER for any sums already paid by the latter, after making deductions for services already provided and/or the use of the Service *pro rata*.

ARTICLE 22 - Intuitu personae

22.1. As the Contract is concluded intuitu personae in consideration of the ORGANIZER of the Event, it may not, under any circumstances, be transferred or assigned by the ORGANIZER to a third party for any reason whatsoever, including to any of its subsidiaries without EVENTMAKER's prior and express written consent.

22.2. Furthermore, it is expressly agreed that EVENTMAKER must be informed of any changes in the ORGANIZER's share ownership by means of a notification, which must take place, in any event, within a maximum of 15 (fifteen) days following the occurrence of the change in question, whether this change is voluntary or not, whether it is direct or indirect and irrespective of the implementation method (transfer, merger, contribution, exchange, etc.) resulting in the acquisition of a stake in the ORGANISER or one of its subsidiaries, by one or more partners whose business competes directly or indirectly with that of EVENTMAKER.

The same shall apply in the event that the ORGANIZER or one of its subsidiaries should acquire a majority or other stake in a company whose business competes directly or indirectly with that of EVENTMAKER.

In this case, EVENTMAKER reserves the right to terminate the Contract as of right and without compensation by registered letter with acknowledgment of receipt within 30 (thirty) days of receipt of the notification, in which case termination shall take effect at the end of a 15 (fifteen) day notice period.

In the event that the ORGANIZER has not notified EVENTMAKER of the aforementioned change, notice of termination of the Contract may take place at any time and shall take effect at the end of a fifteen (15) day notice period.

ARTICLE 23 - Subcontracting

The ORGANIZER acknowledges and agrees that EVENTMAKER may use third party service providers to provide some or all Services. EVENTMAKER remains liable as regards the ORGANIZER for breaches of the terms of the Contract by its third-party service providers in accordance with the terms and conditions of the Contract.

ARTICLE 24 - Other provisions

24.1. Independence of the Parties

Each of the Parties is a legally and financially independent legal entity, acting in its own name and under its sole responsibility. The Parties are and shall remain independent contractors for the entire term of the Contract. The Contract does not constitute, in any way, an agency contract, a partnership, an employment contract or a joint venture between the Parties and may not be interpreted as establishing any de facto or de

jure company, the status of representative, commission agent or commercial agent between the Parties. Therefore, each Party undertakes not to make any commitments in the name and on behalf of the other Party, for which it cannot under any circumstances substitute itself.

24.2. Invalidity

In the event of the invalidity, inapplicability or unenforceability of any provision of the Contract by virtue of a law or a final court order, it shall be deemed unwritten, without invalidating the Contract. The other provisions of the Contract shall retain their full force and scope.

24.3. Non-waiver

The fact that one of the Parties fails to exercise any of its rights under the Contract shall not be deemed to be a waiver on its part. Any waiver must be formalized by means of a written document signed by an authorized representative of the Party in question.

24.4. Entire Agreement

The Contract constitutes the entire agreement between the Parties relating to its subject matter; it replaces any other prior written or verbal agreement or declaration, as well as any other documents and, in particular, any general or special terms and conditions issued by the ORGANIZER. No modification may be made to the Contract without a written amendment being previously signed by the Parties. The Parties agree that any subsequent appendices and amendments form an integral part of the Contract.

24.5. Electronic signature

Where the Parties agree to use an electronic signature process, of whatever kind, provided by a third party, for the conclusion of the General Terms and Conditions and/or a Purchase Order, the Parties expressly agree that the application of their electronic signature, by any means such as OTP code, SMS or click, constitutes proof of their consent to the content of the deed such that it is enforceable and legally binding in the same way as if it had been drawn up, received and retained in writing on paper. The Parties acknowledge and agree that data on computer media retained by EVENTMAKER and/or the electronic signature service provider relating to the electronic version of the deed, as well as technical information relating to use of the electronic signature process, shall prevail between the Parties and constitute admissible and enforceable means of proof in any proceedings.

24.6. Notification

Any notification pursuant to the provisions of the Contract shall be issued in writing to the address of the other Party appearing on the first page of the Contract and/or a Purchase Order and may be delivered by hand, sent by registered letter with acknowledgment of receipt or transmitted by e-mail where there is express provision for doing so. Notifications (i) delivered by hand shall be deemed to have been issued at the time of delivery against signature, (ii) sent by registered letter with acknowledgment of receipt shall be deemed to have been issued on the date of posting (with the postmark on the registered letter acting as proof), or (iii) transmitted by e-mail shall be deemed to have been issued as soon as they are sent to the designated contact. Each Party may change its address by notifying the other Party thereof.

24.7. Pursuant to Articles 1365 et seq. of French Civil Code and, where applicable, Article L.110-3 of French Commercial Code, the information provided by EVENTMAKER's information systems made available to the ORGANIZER via the Service shall prevail between the Parties. Elements, such as the time of receipt or issue, as well as the quality of data received, shall prevail by priority as they appear in EVENTMAKER's information systems or as authenticated by EVENTMAKER's computerized procedures, except where the ORGANIZER provides written evidence to the contrary. The scope of evidence of information provided by EVENTMAKER's information systems made available to the ORGANIZER via the Service is that granted to an original in the sense of a written paper document, signed by hand.

24.8. Commercial reference



The ORGANIZER expressly authorizes EVENTMAKER to use and reproduce, free of charge, the ORGANIZER's and the Event's name, trade name, brand and/or logos as a commercial reference, and may mention the contractual relationship with the ORGANIZER on all promotional materials used by EVENTMAKER.

ARTICLE 25 – Compliance and Transparency

- a) Each of the Parties declares that it will conduct its activities with honesty, integrity, and transparency and intends that any natural or legal person in relation with it will adhere to the same values.

Consequently, each of the Parties and any third party acting on its behalf undertakes, within the framework of the Contract, to strictly comply with the applicable laws and regulations against corruption and bribery.

In particular, each of the Parties undertakes, within the framework of the Contract, not to directly or indirectly offer, grant, solicit or receive from a third party an undue advantage with a view to performing, delaying or omitting to perform an act required in connection with the performance of its obligations under the Contract, nor to abuse its actual or supposed influence over a third party in order to obtain from this third party an advantage in favour of the other Party.

Each of the Parties undertakes to provide the other with any assistance that may be necessary to respond to a request from a duly authorised authority relating to the fight against corruption and influence peddling.

Each Party represents and warrants to the other Party that no paiement (including fees, commissions or any other improper financial advantage) nor anything of value (including, without limitation, improper gifts, travel, meals or entertainment) has been or will be offered directly or indirectly, to any employee, director or officer of the other Party for the purpose of obtaining the execution of this Contract, a Purchase Order and/or facilitating its execution or renewal.

- b) In addition, each of the Parties and any third party acting on its behalf agrees to comply with all applicable trade sanctions laws and regulations, including restrictive measures and sanctions implemented by the United Nations, the European Union and its member states, the United States, the United Kingdom and, where applicable, any jurisdiction in which this Contract is to be performed (together, "Economic Sanctions").

Each of the Parties declares in this respect that neither it, nor the third parties acting on its behalf, nor the Users of the Service, (i) are subject to Economic Sanctions, (ii) are owned or controlled, directly or indirectly, by an entity or person subject to Economic Sanctions and (iii) are registered, located or resident in a country or territory subject to Economic Sanctions.

- c) Any breach by either Party of the provisions of this Article shall be deemed to constitute a material breach justifying the termination of this Agreement under the conditions set out in Article 20.2 above (termination for cause), in which case no notice shall apply, without prejudice to compensation by the Party at fault for the damage caused to the other Party as a result of this breach.

Each of the Parties undertakes to inform the other Party as soon as possible after the date of signature of this Agreement of any event that would contradict the declarations and guarantees defined in this Article.

ARTICLE 26 - Applicable law - Jurisdiction

Any claim must, under penalty of forfeiture, be made by registered letter with acknowledgment of receipt within one (1) year from the date on which the triggering event in question occurs, which the ORGANIZER expressly acknowledges and accepts.



ANY DISPUTE RELATING TO THE FORMATION, INTERPRETATION, IMPLEMENTATION OR TERMINATION HEREOF, WHICH CANNOT BE RESOLVED AMICABLY WITHIN 3 (THREE) MONTHS OF ITS OCCURENCE, SHALL FALL UNDER THE EXCLUSIVE JURISDICTION OF THE COMPETENT COURTS OF NANTERRE. THE APPLICABLE LAW SHALL BE FRENCH LAW. THIS CLAUSE ALONE SHALL BE APPLICABLE, INCLUDING IN THE EVENT OF SUMMARY OR EX-PARTE PROCEEDINGS, THE INTRODUCTION OF THIRD PARTIES OR MULTIPLE DEFENDENTS.



APPENDIX - Technical prerequisites for scanning badges

The badge scanning application works on: iPod®, iPhone® and iPad® with the iOS operating system version 9 and later versions.

