

AxonIQ Conferences Terms and Conditions

Updated 23th March 2023

Terms and Conditions of participation in the AxonIQ Conferences and other events hosted by AxonIQ B.V., Lange Viestraat 2b, 3511 BK Utrecht, the Netherlands.

1. Definitions

- 1.1 “Affiliate” means, with respect to a party, any entity that controls, is controlled by, or which is under common control with, such party, where “control” means ownership of at least 50% of the outstanding voting shares of the entity.
- 1.2 “Agreement” means an agreement between the Participant and AxonIQ for the participation in a Conference.
- 1.3 “Participant” means any natural or legal person, company, business or any other entity who has registered for an AxonIQ Conference.
- 1.4 “Conference” means the conference or the event which is organized by AxonIQ.
- 1.5 “Registration Form” means the document or form by which Participant registers for a Conference.

2. Applicability

- 2.1 These Terms and Conditions of AxonIQ Conferences (hereinafter “the Terms”) are applicable to all participation at Conferences of AxonIQ B.V. and/or any subsidiary of AxonIQ B.V. (hereinafter collectively referred to as “AxonIQ”) and Agreements and/or other legal relationships between AxonIQ and Participant relating to a Conference. By registering to and/or attending the Conference, the Participant agrees to these Terms.
- 2.2 In addition the Privacy Policy of AxonIQ, which can be found at <https://www.axoniq.io/privacy-policy> shall apply. In case of inconsistencies between the Privacy Policy and these Terms, the Privacy Policy shall prevail.
- 2.3 Participation in a Conference is subject to the [Code of Conduct of AxonIQ](#).

- 2.4 The documents referenced in 2.2 and 2.3 are published and available on the website of AxonIQ (www.axoniq.io) and will be sent to Participant on request.
- 2.5 No other terms and conditions shall be binding upon AxonIQ unless accepted by AxonIQ in writing. AxonIQ expressly rejects any of the Participant's purchase terms or other general terms and conditions.
- 2.6 In case of inconsistencies between the terms in the Agreement and these Terms, those contained in the Agreement shall prevail.
- 2.7 AxonIQ reserves the right to amend these Terms at any time. New or amended Terms shall be applicable as they are published on the website of AxonIQ.
- 2.8 If a court of competent jurisdiction finds any provision of these Terms or of the Agreement invalid or unenforceable, that provision of these Terms or the Agreement will be amended to achieve as nearly as possible original meaning of such provision, and the remaining terms, provisions, covenants and restrictions shall remain in full force and effect.

3. Registration to Conferences

- 3.1 Tickets for Conferences are exclusively sold directly by AxonIQ through the website (www.axoniq.io) or through an appointed ticket purchasing provider. AxonIQ is under no obligation with respect to tickets purchased from any other third parties.
- 3.2 The purchase price is due at the time when the tickets are purchased.
- 3.3 Once a successful purchase transaction has been completed, tickets are delivered in electronic soft-copy via email to the email address indicated by the Participant. For some ticket types it may be necessary to complete required information – such as the Participant's name or tax identification number – before the tickets can be issued. The ticket acts as a receipt for the transaction and can be used to be admitted entry at the Conference listed on the ticket. A printed hard-copy ticket or an electronic soft-copy ticket detailing the reference number can be used to register for the Conference.
- 3.4 Participant is solely responsible for safe-guarding his tickets. AxonIQ does not assume any liability for lost or stolen tickets.
- 3.5 A ticket grants access to the Conference and services as specified for the ticket category that has been purchased.

4. Cancellation Refund Policy and transferability

- 4.1 Full refunds will be offered on ticket registrations provided cancellation is made prior to two (2) months to the start date of the Conference. In case of cancellation between two (2) and one (1) month before the start date, a refund of 50% of the price paid is offered. Any cancellations received within one month of the start date of the Conference are not eligible for refund.
- 4.2 Tickets purchased to a Conference may be transferred at any time before the start date of the Conference by sending a request by email to: events@axoniq.io.

5. Prices and Payment, Taxes

- 5.1 All prices are exclusive of VAT and any other levies and taxes. All tickets are subject to VAT at applicable local rates, and is charged to all Participants, including Participants travelling from abroad; EU & non-EU.
- 5.2 During the completion of their registration Participants will be required to provide a means of payment. Payment for tickets can be completed online during the registration process, using a valid credit card, or Participants can choose to pay via bank transfer or cheque. In all instances a VAT invoice will be generated. Those participants choosing to pay via bank transfer or cheque will be required to pay the organiser in full for their purchased tickets prior to the Conference start date. Failure to pay in a timely manner may result in refused entrance to the Conference.

6. Check-in / Access to the Conference

- 6.1 Live participation: In order to enter the Conference venue and participate in the Conference, the Participant will need to perform a check-in at the respective check-in stations at the venue. The Participant will need to present its ticket by providing a hard copy or by using a digital version of the ticket.
- 6.2 Virtual participation: to access the Conference, the Participant will need to log-in to the Conference platform using its personal access code. This access code will be provided to the Participant shortly before the Conference starts.
- 6.3 In the case of concession rate tickets (e.g. student tickets, start-up tickets, or similar) AxonIQ may ask the Participant for proof of eligibility before providing access to the Conference. If the Participant cannot provide such proof, AxonIQ reserves the right to refuse entrance to the Conference without any further liability and without the obligation to refund any amounts to the Participant.
- 6.4 AxonIQ may ask the Participant to present its ticket and proof of identity at any time during the Conference. If the Participant fails to do so, AxonIQ reserves the right to restrict access to the Conference without any further liability to the Participant and without the obligation to refund any amounts to the Participant.

7. Changes to the Conference

- 7.1 AxonIQ reserves the right, at its sole discretion and without liability, to change the Conference format, agenda, content, speakers, topics, venue location, timings, technical and administrative details and any other aspect of the Conference at any time and for any reason. This includes the right to change the Conference from a physical event to a virtual event and vice-versa.
- 7.2 In case the Conference is being cancelled, relocated or postponed to another date for reasons other than a Force Majeure event, AxonIQ may offer Participant the option of participating at the rearranged or rescheduled or any other Conference AxonIQ chooses to organize. If the Participant promptly, and within 14 days after being informed by AxonIQ about the rearranged or rescheduled event, notifies AxonIQ in writing (by e-mail) that Participant does not wish to participate in the rearranged or rescheduled Conference, then the Participant will be entitled to a refund. your existing Ticket, including all registration fees, as credit for a future event hosted by AxonIQ.
- 7.3 AxonIQ will use reasonable endeavours to inform the Participant of any changes to the Conference. Notifications will be communicated either by posting on the website ([www. Axoniq.io](http://www.axoniq.io)) or if reasonably possible, will be notified by e-mail to the Participant.

8. Code of Conduct

Each AxonIQ Conference is dedicated to providing a harassment-free conference experience for everyone, regardless of gender, gender identity and expression, age, sexual orientation, disability, physical appearance, body size, race, ethnicity, religion, or technology choices. We do not tolerate harassment of Conference Participants in any form. Sexual language and imagery is not appropriate for any Conference venue, including talks, workshops, parties, Twitter and other online media. Conference Participants violating these rules may be sanctioned or expelled from the Conference without a refund at the discretion of AxonIQ.

The Code of Conduct further explains these principles in more detail and can be found at <https://www.axoniq.io/code-conference-23>.

9. Personal Data

- 9.1 AxonIQ is committed to data privacy and protecting personal information of Participants. Information on how AxonIQ collects, processes and uses the personal data of Participants is included in the Privacy Policy which can be found at <https://www.axoniq.io/privacy-policy>.
- 9.2 By submitting its e-mail address during the registration process, the Participant agrees that AxonIQ, and its Conference partners, if any, may send Conference related information to that e-mail address.

- 9.3 Personal data provided during the registration process may be disclosed to third party service providers engaged by AxonIQ to assist in the conduct of the Conference.
- 9.4 Participants further understand that photos and movies may be taken during a Conference which may include them. These photos and videos may be used on the AxonIQ website, and other related websites, and any other media including social media, streaming websites and related publications and may also be kept for archival purposes. Participants agree that their image and voice may be included on such videos, movies and recordings and without any liability or compensation.

10. Intellectual Property Rights

AxonIQ or its licensors retain all rights, title and interest in and to all intellectual property rights such as patents, copyrights, trademarks, designs, models, know-how and all proprietary rights and trade secret rights in relation to the material and/or content related to the Conference. No transfer or other grant of right is given to the Participant, unless explicitly stated in writing.

11. Liability

- 11.1 In no event will AxonIQ be liable for any indirect, incidental, special, punitive or consequential damages, or damages for loss of profits, business, goodwill, revenue, data or use, incurred by Participant or any third party whether in an action in contract or tort, even if AxonIQ has been advised of the possibility of such damages. AxonIQ does not assume any warranty that the Participant's expectations of the Conference are met.
- 11.2 The Participant shall have no claims for damages against AxonIQ of whatever type, irrespective of the legal basis therefore, unless these claims are based on loss of life, bodily injury, impairment of health or property damage caused by the sole intent or gross negligence of AxonIQ.
- 11.3 In case AxonIQ's liability cannot be excluded by law, then AxonIQ's liability will be limited to direct damages and will in the aggregate not exceed an amount equal to the price paid for the ticket to the Conference.
- 11.4 The Participant acknowledges that according to the state of technology there is no process to guarantee error-free execution of a Conference or other services.
- 11.5 No liability shall be assumed for correctness and completeness of any information on the website of the Conference. AxonIQ takes no responsibility and assumes no liability for any information / content that is posted, stored, uploaded, shared, or transmitted via the website or at the Conference by third parties or other Participants, or for any loss or damages that may occur because of such information / content including, but not limited to defamation, slander, libel, falsehoods, obscenity, or profanity.

- 11.6 The Participant shall indemnify and hold AxonIQ harmless against any third party claims resulting from the use of AxonIQ's services or the Participant's participation at the Conference.
- 11.7 Any and all claims asserted against AxonIQ by the Participant shall lapse three months after such claims arise, irrespective of the time at which the Participant becomes aware thereof.

12. Force Majeure

- 12.1 AxonIQ will be shall be relieved of its obligations if the Conference or parts of it cannot be performed or the Conference needs to be changed or terminated due to reasons or failure which result from anything beyond the reasonable control of AxonIQ (e.g. extreme weather, flood, fire, terrorism, war, pandemic, governmental acts, risk to public health, etc.) or anything that would make a performance of the obligations illegal or impossible. In the event of force majeure, AxonIQ shall be under no obligation to refund any tickets or fees. AxonIQ shall be under no liability to the Participant which may result thereof.
- 12.2 If a Force Majeure event has an impact on the performance of the Conference, the ability to hold the Conference at the planned venue location or the planned Conference dates, AxonIQ shall be, at its sole discretion and without obligation, entitled to either (i) provide an alternative Conference location (ii) reschedule the Conference to a later date (iii) hold the Conference as virtual Conference. In such case, any tickets and registration fees will be applied to the rearranged or rescheduled Conference and the Participant shall not be entitled to object such rearranged or rescheduled Conference or have any right to claim any compensation in respect thereof. If AxonIQ is unable or if AxonIQ elects not to rearrange or reschedule the Conference, Participant will be entitled to transfer its ticket and any registration fees to an upcoming Conference hosted by AxonIQ.

13. Applicable Law

These Terms and all related Agreements will be governed by and construed in accordance with the laws of the Netherlands, excluding the U.N. Convention on Contracts for the International Sale of Goods, and regardless of conflict of laws principles. All disputes, claims or controversies arising out of or relating to this Agreement that are not resolved by the parties' good faith attempt to negotiate a resolution will be submitted to the exclusive jurisdiction of the courts in Amsterdam, the Netherlands.

14. Complaints

Complaints can be made to events@axoniq.io. We will endeavor to resolve any complaints where reasonable.