

ICONED
Event Attendance
TERMS & CONDITIONS

Iconed Group (“ICONED”, “we”, “us”), as a subsidiary of the Human Development & Social Research Foundation, registered in United States of America under the document #L23000458425, with main offices at 20 W 3rd Ave, San Mateo CA 94401, USA, declares that owns all rights, title, and interest in and to the trademark “ICONED”, registered with the United States Patent and Trademark Office. ICONED has the sole purpose of organizing and licensing events using the trademark, including, but not limited to, International Congresses, Conferences, Exhibitions and TV Shows (“Events”) in all countries. The following are the terms and conditions that constitutes an agreement (“Terms”) subject to which we will allow you to register (whether as an individual, firm or company) a delegate (“you”) at the Events. ICONED Events are intended only for academic, professional or business audiences, including governmental and non-governmental agencies. For all purposes, communication with us will be made through our email: global@iconed.net (“our main email”) and all written notices shall take effect at the moment of correct email submission, regardless its deliverable and reception state.

1. Booking and Confirmation Process

- 1.1. Once you complete your online registration form, please check the order carefully before confirming it. After you have confirmed and submitted your registration we will process your booking immediately. Your booking is not confirmed until you receive an email confirmation from us which sets out Event and Ticket payment details.
- 1.2. If you do not receive an email confirmation within 24 hours of you submitting an online registration form, please contact us at our main email. It is your responsibility to update us of any changes to your contact details so that we are able to contact you.
- 1.3. Events will be held in three modalities: on-site, online, and hybrid, which means both at the same time.
- 1.4. Event Tickets are personal, non-transferable, non-refundable, and cannot be changed.

2. Events & Special Requirements

- 2.1. You must comply with the rules and regulations governing the Events and the Venue. If you bring any property to the Venue, you do so at your own risk. We are not responsible for any loss and/or damage to such property. If you are using car parking facilities at the Venue, you do so entirely at your own risk. We do not accept any responsibility for any loss and/or damage resulting from your use of such car parking facilities. We reserve the right to refuse admission to any person whom we consider in our absolute discretion to be unsuitable for admission to the Event or to remove such person after the start of the Event.
- 2.2. If you have any additional requirements due to a disability, food allergies or for any other reason, please contact us through our main email, at least 14 days before the start of the Event.

3. Event Changes

- 3.1. We reserve the right to make any changes to the Events at any time without prior written notice. Such changes may include changing the programme, including, but not limited to, the speakers, date, time and/or the Venue. Additionally, any discounts or offers advertised for a particular Event (such as

“Early Bird” offers) may be time limited and/or subject to availability and will be subject to additional terms and conditions.

4. Cancellations & Substitutions

4.1. We reserve the right to cancel an Event at our sole discretion for any reason and at any time. In the event of such a cancellation, we will refund any registration fees or tickets paid, and we will use reasonable endeavours to notify you of such cancellation in advance. When the cancellation involves only on-site activities, we will refund the reminder value above the online fee.

4.2. We do not accept any responsibility for any expenses you made related to the Event, including, but not limited to, transportation and accommodation, even if an on-site Event is cancelled.

4.3. Please note that any cancellations that still have payments outstanding will be liable for either the administration fee or the full registration fee, depending on the date and time of the cancellation.

4.4. If you cannot attend to and on-site Event, we are happy to accept a substitute delegate without charge. Please send your request to our main email at least 72 hours before the first day of the Event, setting out the name of the delegate who will not be attending as well as the full name of the substitute and contact details. For Tickets purchased by and organization, the substitute delegate must be from the same organisation.

5. Registration, Ticket Fees & Payment

5.1. All Event fees are correct at the time of publishing but may be subject to changes. Unless otherwise stated in written, Event fees do not include any goods or extras (such as food, drinks or souvenirs).

5.2. Please note that payment of all Event fees must be made in full prior to the start of the Event. It is your responsibility to pay any bank transfer charges when paying the event fees.

5.3. All sums payable by you under these Terms are subject to any applicable tax, levy or similar governmental charge, including value added or sales tax which we shall add at the applicable rate.

5.4. All sums due under these Terms shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law, or given discount).

5.5. For any Event fees due have not been paid when they are due (“Debt”): (i) we reserve the right to cancel your registration without warning at any time prior to the first date of the Event; (ii) we shall be entitled to initiate proceedings against you without any notice in order to recover the Debt; (iii) you shall be liable to pay a “Debt” penalty fee (up to the total value of the Debt) in accordance with the Fair Debt Collection Practices Act (FDCPA).

5.6. Any and/or all costs and expenses incurred by us (including legal costs and expenses) in recovering sums due under an unpaid fees shall be recoverable from you.

5.7. Notwithstanding any other right or remedy we may have, if you breach this clause 5, we may cancel your registration and Tickets immediately by giving you written notice.

6. Data Protection

6.1. To the extent that you provide us with Personal Data under these Terms, we shall process such Personal Data as an independent Data Controller and in accordance with our Privacy Policy of non-disclosure.

6.2. Where you provide us with Personal Data of third parties, you warrant, represent and undertake that you have complied with all applicable Data Protection Legislation in respect of such Personal Data, including obtaining all permissions, consents and approvals of Data Subjects to provide their respective Personal Data to us.

7. Intellectual Property

7.1. Any and/or all Intellectual Property in the Event materials published by us shall be our sole and exclusive property (or the appropriate third party owners, if any) and you shall not acquire any rights in such Event materials, including any developments or variations of them. Nothing in these Terms grants you any Intellectual Property rights in the Events materials. You agree not to reproduce, sell, and/or copy (in whole or in part) the Event materials, except for purposes of post-Event references. If you would like to use the Event materials for anything else, please email at our main email.

8. Term & Termination

8.1. These Terms shall be effective from (and including) the day that we confirm your booking until (and including) the last day of the Event.

8.2. We may terminate these Terms, with effect at any time, immediately by giving you 15 days' prior written notice.

8.3. We shall be entitled to terminate these Terms in accordance with clauses 5.7 (related to Registration Fees & Payment) and 11.3 (related to Force Majeure).

8.4. Either party shall be entitled to terminate these Terms immediately by giving written notice to the other, if the other party: (i) commits any material breach of these Terms and (if such a breach is remediable) fails to remedy that breach within 7 business days' written notice of that breach; (ii) ceases or threatens to cease to carry on its business or substantially the whole of its business other than for the purposes of amalgamation or reconstruction without insolvency; (iii) has a winding up petition presented or enters into liquidation whether compulsorily or voluntarily (other than for the purposes of amalgamation or reconstruction without insolvency) or makes an arrangement with its creditors or petitions for an administration order or has a receiver or manager appointed over any of its assets, or a court or arbitrator with authority to so determine, determines that the debtor is unable to pay its debts(s); (iv) is an individual, unincorporated association or unincorporated partnership, and is declared bankrupt or makes any arrangement with or for the benefit of such party's creditors or has a county court administration order made against them under the State County Court Act.

9. Expiry & Termination Consequences

9.1. Expiry or termination shall not prejudice any other rights or remedies you or us may be entitled to by these Terms, nor will it affect the accrued rights and liabilities of either of us, nor the coming into or continuance in force, of any provision of these Terms which is intended (explicitly or implicitly) to come into or continue in force, on or after such expiry or termination.

9.2. Upon expiry or termination of these Terms, you shall pay any registration fees that have been invoiced up to (and including) the expiry or termination date but not paid for.

10. Liability

10.1. As for the nature of the Events and stated within, you are totally and exclusively liable for any personal injury, fraud or fraudulent misrepresentation you may suffer during the Events, from any person involved or attending the Events, including all third parties, its associates, representatives or employees, acting as a participant or as a service provider.

10.2. You shall not exclude or limit your liability under any indemnities given by you under these Terms Agreement.

10.3. You shall fully and effectively indemnify and hold harmless us and any group or organization against all losses, actions, costs (including legal fees and disbursements on a solicitor/client basis),

claims, demands, fines, damages and liabilities, of whatever nature, incurred or suffered by or made against us, whether or not foreseeable, arising directly or indirectly, wholly or in part, out of or in connection with any breach of these Terms by you.

10.4. We shall not (whether in contract, tort, negligence, statutory duty or otherwise) be liable to you under these Terms for consequential, indirect or special damages (including indirect loss of profit and indirect loss of revenue).

10.5. Subject to the clauses above, our maximum aggregate liability to you under these Terms (whether arising in contract, tort, negligence, statutory duty or otherwise) shall not exceed the Event fees you paid to us.

11. General

11.1. Notices. All notices (including any invoices) under these Terms shall be in writing and shall be sent to the address specified by the recipient. Any notice may be delivered by email, by a reputable courier service, or by post.

11.2. Disputes. If you are an individual and a dispute arises between us out of or in connection with these Terms, we shall negotiate in good faith to resolve the dispute. If the dispute is not resolved within 10 Business Days of the start of our negotiations, either of us may refer the matter to the courts. If you are not an individual and there is a dispute, our respective representatives shall meet within 5 Business Days of receipt of a written notice of such dispute, in an effort to resolve the dispute. If the dispute is not resolved within 5 Business Days of that meeting, the dispute shall be referred to our respective senior management (or their nominees) who shall meet within 5 Business Days of the referral to attempt to resolve the dispute. If, despite following the process set out above, the dispute is not resolved, either of us may refer the matter to the courts. This clause shall not restrict either you or us from initiating any proceedings in respect of a matter where either party has reasonable cause to do so to avoid damage to its business or to protect or preserve any right of action it may have, or from applying for or obtaining emergency or interlocutory relief.

11.3. Force Majeure. We shall not be liable to you for any delay or failure to perform hereunder due to a natural disaster, actions or decrees of governmental bodies, communicable disease, epidemic, any curtailment to or cancellation of public transport, strikes or walkouts, acts or threats of terrorism or civil unrest, communications line failure or any other reason which (i) hinders, delays or prevents us in performing any of our obligations, (ii) is beyond our control of without our fault or negligence, and (iii) by the exercise of reasonable diligence we are unable to prevent or provide against (“Force Majeure Event”). In such circumstances, we shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 7 or more calendar days, we may terminate these Terms. A Force Majeure Event shall not entitle you to delay payment of any sums under these Terms. You are responsible for making your own way to the Event Venue, and you shall remain liable for all payments under these Terms irrespective of any failure of transport or other reason why you are unable to attend the Event.

11.4. Publicity. We expressly agree that we and/or a Group or Organization shall be entitled to refer to you as a client and/or your company in sales and marketing literature (including websites) and, if you are a firm or company (or you register in your capacity as a representative, employee, or owner of a company), reproduce your company’s prevailing logo or trade mark for that sole purpose.

11.5. Third party Rights. Unless expressly stated, no provision of these Terms is enforceable by, or intended to benefit, any person, Group or Organization who is not a party to these Terms, unless it has been previously licensed by us.

11.6. Third party Licensing. ICONED reserves the right to engage, contract, or license third parties, organizations, or individuals ('Third Party Organizers') to organize, promote, manage, and handle Ticket sales for the Events on its behalf. In such cases, the Third Party Organizers shall be considered agents of ICONED acting on its behalf. ICONED acknowledges and agrees to be fully liable for any acts, omissions, negligence, or other conduct of the Third Party Organizers in connection with the organization, promotion, management, or Ticket sales for the Events. By attending an Event, you acknowledge and agree that ICONED may utilize Third Party Organizers for the Events and that any contractual relationship or engagement with a Third Party Organizer shall be subject to these Terms.

11.7. Assignment and sub-contracting. These Terms are personal to you. You shall not assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of your rights and responsibilities under these Terms without our prior written consent. Such consent shall not relieve you from any liability or obligation under these Terms and you shall be responsible for the acts, omissions, defaults and/or negligence of your sub-contractors as fully as if they were your own. We may assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of our rights and responsibilities under these Terms at any time without your prior written consent.

11.8. Amendments and changes. We may revise these Terms from time to time, and will post the most current version on our website as soon as possible after the revised Terms become effective. For this reason, please check our website regularly.

11.9. Severability. If any provision of these Terms is held by a court to be unenforceable, then that provision shall be deemed to be amended to the extent necessary, and in a manner consistent with the intentions of the parties, to make it and the Terms fully enforceable. The unenforceability of any provision of these Terms shall not affect the remaining provisions.

11.10. No Waiver. A delay in exercising, or failure to exercise, any right or remedy in connection with these Terms shall not operate as a waiver of that right or remedy. The waiver of a right to require compliance with any provision of these Terms in any instance shall not operate as a waiver of any further exercise or enforcement of that right. The waiver of any breach shall not operate as a waiver of any subsequent breach. No waiver in connection with these Terms shall, in any event, be effective unless it is in writing and refers expressly to this clause.

11.11. Further assurance. Each party shall do and execute, or arrange for the doing and executing of, any act and/or document reasonably requested of it by any other party to implement and give full effect to these Terms.

11.12 Remedies cumulative. The remedies under these Terms are cumulative and no remedy is exclusive of any other remedy except as expressly stated.

11.13. Status of parties. Nothing in these Terms shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.

11.14. Entire Terms. These Terms sets out the entire understanding of the parties in relation to their subject matter and supersede any prior understanding or Terms or Agreement between the parties whether oral or written.

11.15. Governing Law and Jurisdiction. These Terms and any dispute or claim arising out of or in connection with it whether in contract, tort (including negligence), breach of statutory duty or otherwise shall be governed by, and construed in accordance with, the laws of the United States of America, and shall be subject to the exclusive jurisdiction of its courts.