

## **I. General Provisions**

The website <https://efibforum.com/> (the “**Website**”) is owned and operated by EuropaBio, a company established as an international non-profit association, with its seat at Avenue des Arts 53, 8<sup>th</sup> floor, 1000 Bruxelles, Belgium and registered with the Crossroads Bank of Enterprises under VAT number BE 0477.520.310 (hereinafter “**EuropaBio**” or “**We**”).

These Terms will govern the use of our Website and the sale, purchase and use of tickets for online and offline EFIB conferences by any visitor of the Website and/or the conferences (“**You**” or “**Your**”). Upon the purchase of a ticket, You will be asked to explicitly acknowledge and agree to these Terms and their applicability. Unless provided otherwise through explicit and written agreement of EuropaBio, all other terms and conditions, that originate from You or a third party, are excluded.

EuropaBio reserves the right to amend these Terms at its convenience. The Terms applicable to You will be the Terms applicable at the time of Your use of the Website. The current version of these Terms entered into force on 19 August 2020.

These Terms are available for download and can easily be saved and/or printed by You.

## **II. Use of the Website**

The information published on the Website is given for the sole purpose of informing you of our activities and purchasing tickets as described in article IV below. Any other use is expressly prohibited, in particular any unlawful use or use that harms the interests of EuropaBio, including but not limited to excessive or abusive use of the Website and its resources, or any abuse of security weaknesses.

## **III. Tickets and Price**

All information published on the Website, including in relation to the tickets, is published and maintained by EuropaBio with appropriate precision and at its best effort. Nevertheless, the possibility exists that the information is incomplete, not up to date or incorrect. EuropaBio is not bound to apparent mistakes or errors in the offer and cannot be held liable for material mistakes or typos.

Specific questions on the tickets or on their availability or delivery method can be directed to EuropaBio in accordance with article XIII of these Terms.

The purchase of tickets is subject to availability and EuropaBio cannot be held liable if tickets are sold out. Specific conditions or limited validity of offers will be explicitly mentioned.

The price payable is the price as stipulated on the Website at the time of purchasing. Unless stated otherwise, all prices mentioned are exclusive of 20 % VAT.

## **IV. Purchase of tickets via the Website**

You will be able to register for the conference and select a ticket on the Website. You will be able to insert a discount code, however, please note that discount codes cannot be combined,

nor can they be applied retroactively. Discounts will be applicable on the prevailing full fee only. You will be asked to fill out Your contact information, which is required to place Your order and confirmation of submission will be delivered to your e-mail address. You agree and warrant to only provide accurate, complete and up to date information during the order process.

You will be asked to explicitly acknowledge and agree to these Terms and their applicability by actively ticking a box.

The placement of a binding order through the Website is regarded as equivalent to an electronic signature, which between EuropaBio and You will have the same value as a written signature. It provides evidence that the order is complete and establishes a legally binding sales agreement governed by these Terms. The sales agreement will be archived by EuropaBio. Once Your order is placed and received by EuropaBio, You will receive the ordered tickets along with a detailed confirmation of the order, the amounts paid and a copy of these Terms via the e-mail address provided by You during the order process. You acknowledge and agree that this Order confirmation constitutes a durable medium that captures the essence of the sales agreement as concluded between EuropaBio and You. Orders can be placed in English.

## **V. Payment**

Invoices will be issued from June 2021, following in person event final confirmation and become eligible for payment 30 days after issue or before the event, whichever is sooner.

You have the option to pay by credit or bank transfer (payable within 10 days without deductions). When paying by credit card, your card can be charged from the moment you place the order. Please note that the booking is only valid after receiving the full amount of the payment. Therefore, You are not allowed to attend the event or use any meeting tool/conference platform before payment of the full invoice amount is received.

You have the option to pay by bank transfer (payable within 10 days without deductions). Please note that the booking is only valid after receiving the full amount of the payment. Therefore, You are not allowed to attend the event or use any meeting tool/conference platform before payment of the full invoice amount is received. Use of the tickets and participation in the conference Each ticket will grant the participant access to take part in all activities as scheduled in the applicable agenda for the specific conference.

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*Offline conferences* - The tickets for our offline conferences are personal, meaning they can only be used by the participant which was identified in the ordering process. An ID document will be requested at the entrance booth. Failure to provide ID will result in a prohibition to enter the facilities. EuropaBio reserves the right to verify the buyer's identity at any given time.

Access to the conference site will only be granted to the first person to present the original ticket and valid ID document. As a result, all subsequent tickets will be regarded as invalid copies.

Without prior permission in writing of EuropaBio, it is forbidden to bring to the conference site professional photography, film or recording equipment.

Entering the conference site implies your agreement with all preventive and monitoring measures taken by EuropaBio or the safety team of the event location including potential frisking and bag searches. Failing to comply with these measures will lead to refusal or withdrawal of the right of access.

When you enter the online platform, you will have the opportunity to fill out/update your online profile.

The login details are personal, meaning they can/should only be used by the participant which was identified in the ordering process.

Be aware that the conferences, including its sessions, will be recorded. This includes all functions and happenings during the webinars such as chat messages, emoji feedbacks, presentations and video and audio recording of the speakers. The use and technical aspects of the online application used for the conference, will be governed by the terms and conditions of the platform(s) itself. The platform will only be used for attending the conference, any other use is expressly prohibited, in particular any unlawful use or use that harms the interests of EuropaBio or the provider of the platform, including but not limited to excessive or abusive use or any abuse of security weaknesses.

To conduct pre-conference webinars, EuropaBio uses a software application. This service is provided by the company edudip GmbH, Juelicher Strasse 306, 52070 Aachen (German company registration number: HRB 16012). The general terms and conditions of these companies apply to the participation in the webinars/conference. EuropaBio has no influence on the structure and organisation of the software application. The user/ registrant / participant (customer) is solely responsible for the entry and the correctness of his/her data and the type and extent of engagement during the webinar/conference. EuropaBio will gladly offer assistance if requested to do so.

## **VI. Cancellation and refunds**

Invoices will be issued from late June 2021, following event final confirmation as an in-person meeting. All delegates will be notified of the decision to proceed as an in-person meeting, with invoices will be issued and subject to the payment and cancellation policy for the event.

Registration fees for EFIB events are refundable as follows:

100% refund for cancellation by 12 July

50% refund for cancellation by end August

Full refund if event does not take place

You may register a replacement from your company so long as you provide EuropaBio and supporting partner with an emailed notice to register@efibforum.com about the desire to transfer the registration. EFIB tickets cannot be exchanged without this prior notice. No-shows will still be billed for the full registration fee as we are fulfilling our event obligations. Changes to the programme are no reason for a full or partial refund of the conference ticket.

## **VII. Loss or theft of tickets**

The loss or theft of the conference ticket is the liability of the buyer and is not subject to replacement or refund.

## **VIII. Liability**

*In general* – EuropaBio can only be held liable for proven damages caused by its or its subcontractors' grave error or fraud.

EuropaBio is in no event liable for tickets which are not purchased on the Website or on the event location in case of an offline conference.

EuropaBio accepts no responsibility in the case of events beyond its control. Under no circumstances shall EuropaBio be liable for the interruption, discontinuation and/or cancellation of the conference due to force majeure (e.g. exceptional meteorological circumstances, terrorist threat, illness, death or absence of an announced speaker).

EuropaBio is not responsible and cannot be held liable for any shortcoming, not even when resulting from a grave error, negligence or fraud in the services of third parties on which the Website or the provision of the conferences rely but which are beyond EuropaBio's control (e.g. services provided by telecom providers or payment service providers).

*Offline conferences* – A privatized cloakroom will be available free of charge for participants. However, EuropaBio cannot be held responsible for any cases of theft or damage to personal belongings.

Additional personal arrangements involving travel, food and accommodation made on the buyer's own initiative are at the latter's expense. EuropaBio shall not be liable for wasted expenditure beyond the ticket price and the associated booking fee.

EuropaBio shall not be liable for any personal injuries or accidents that may occur on the conference site.

*COVID-19:* In view of the hygiene concept of the Venue where EFIB will be held, the organisers will follow the health security rules which are required on the days of the event. These will be communicated to participants ahead of the conference. Non-compliance of the health security rules will result in loss of access to the conference.

## **IX. Data Protection**

When using the Website and ordering tickets, we process your personal data. For more information, we refer You to our Privacy Policy and Cookie Policy.

## **X. Intellectual Property**

**“Intellectual Property Rights”** shall mean all brands, logos, trademarks, internet domain names, models and designs, patents, copyrights (including all rights relating to software) and moral rights, rights relating to databases, semiconductor topographies, knowhow, and other rights, as well as all other industrial and intellectual rights, in any case independent from whether or not they have been registered and with the inclusion of registration applications as well as all equivalent rights or means of protection (e.g. trade secrets) leading to a similar result anywhere in the world.

The Intellectual Property Rights on all content and information on the Website, including texts, the database with all data published on the Website, the layout and graphic design of the web pages, photos, images, video and music on the Website are held by EuropaBio or are used by EuropaBio with the permission of the owner of such rights. You cannot copy, disseminate, communicate, modify or re-use in any other way or in any form whatsoever the content and information without EuropaBio’s prior written consent.

## **XI. Applicable law and Jurisdiction**

Unless otherwise provided for by mandatory law, these Terms are governed by Belgian law.

If any dispute concerning the validity, interpretation, enforcement, performance and termination of these Terms must be settled by a court, the courts of Brussels and those of Your place of residence shall hold exclusive jurisdiction.

## **XII. Miscellaneous**

These Terms, including its annex, binding orders and confirmation(s) thereof, contain the entire agreement and understanding between EuropaBio and You with regard to the use of the Website and any orders. It will supersede and replace any prior written or oral agreement or understanding between EuropaBio and You in this regard, which would be still in force.

EuropaBio is entitled to rely on subcontractors for the fulfilment of its obligations under these Terms. The Agreement with respect to EuropaBio cannot be construed as being of a strictly personal nature. All rights and obligations with respect to EuropaBio in the frame of these Terms can be transferred in whole or in part to a third party without Your consent.

Whenever possible, the provisions of these Terms shall be interpreted in such a manner as to be valid and enforceable under the applicable law. However, if one or more provisions of these Terms are found to be invalid, illegal or unenforceable, in whole or in part, the remainder of that provision and of these Terms shall remain in full force and effect as if such invalid, illegal or unenforceable provision had never been contained herein. Moreover, in such an event, EuropaBio shall amend the invalid, illegal or unenforceable provision(s) or any part thereof and/or agree on a new provision, in such a way as to reflect insofar as possible the purpose of the invalid, illegal or unenforceable provision(s).

No course of dealing or failure of EuropaBio or You to strictly enforce any term, right or conditions of these Terms shall be construed as a waiver of such term, right or condition. No express waiver of any term, right or condition of these Terms shall operate as a waiver of any other term, right or condition.

### **XIII. Contact Information**

Any questions, notices or complaints with regard to the Website, orders or these Terms may be directed at EuropaBio:

By e-mail: **[register@efibforum.com](mailto:register@efibforum.com)**

By post: EuropaBio Avenue des Arts 53, 8th floor, 1000 Bruxelles, Belgium