

## TERMS OF USE

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THESE TERMS OF USE ARE APPLICABLE EXCLUSIVELY TO USERS RESIDING IN A COUNTRY OF THE EUROPEAN UNION, OF THE EUROPEAN FREE TRADE ASSOCIATION AND TO USERS RESIDING IN THE UNITED KINGDOM AND SWITZERLAND.

### 1. PURPOSE

expertshare provides a web-based app that can be accessed via <https://expertshare.live> and its subdomains, and an API (collectively, the Application) via which it offers professional event organisers (Organisers) a turnkey solution enabling them to create a platform for each of their events (the Event Platform) that can be accessed by registered natural persons and/or people who might be interested in the event (the Attendees) and businesses taking part in the event (the Exhibitors).

The Application aims to enable Attendees and Exhibitors (collectively, the Users) to share content and easily connect with each other before, during and after the event, in order to expand their business network.

The purpose of these general terms and conditions (the Terms of Use) is to lay down the procedures and conditions governing usage of the services provided by expertshare to Users (the Services) and set out the rights and obligations of the parties within this scope.

The conditions can be accessed and printed out at any time by going to the direct link at the bottom of the website page <https://expertshare.live>.

If required, the Terms of Use may be supplemented by conditions of use that are specific to certain Services, which would then supplement the Terms of Use, and, if contradictory, would prevail over them.

### 2. APPLICATION AND SERVICE PROVIDER & CONTACT DETAILS

If you have any questions regarding our data processing activities, or if you wish to exercise any of your rights, you can contact us at the following points of contact:

Email, telephone: <https://srmedia.ch/kontakt>

Postal address: SR Media Buchner, Expertshare, Gartenstrasse 17, 5400 Baden

### 3. ACCESS TO THE APPLICATION AND SERVICES

#### 3.1 Legal Capacity

The Application and Services can be accessed by:

Any natural person with full legal capacity to make undertakings under these Terms of Use. Natural persons without full legal capacity can access the Application and Services only with the agreement of their legal representative.

Any legal entity represented by a natural person with the legal capacity to contract in the name of and on behalf of the legal entity.

### 3.2 Business Application

The Application and the Services are exclusively designed for business, meaning any and all natural persons and legal entities undertaking a remunerated activity other than occasionally in any sector of industry or commerce.

## 4. ACCEPTANCE OF THE TERMS OF USE

Users agree to these Terms of Use by ticking a box the first time they log in to the Application.

User acceptance must be full and unequivocal. Any conditional acceptance will be regarded as null and void. Users who do not agree to being bound by these Terms of Use must not access the Application or use the Services.

## 5. REGISTRATION

In order to use the Services, and when their account is not directly created by the Organizer of the Event (the Account), the User is required to complete a registration form on the Application, completing all the required information, in particular their name, first name and email address. The User acknowledges and agrees to the email address given on the registration form being their username.

expertshare reserves the right, at its own discretion and at any time following registration, to undertake any checks that it deems appropriate, notably verifying the User's email, identity and/or contact details.

Once the Account is created by the Organizer or by the User the latter will have immediate access the Services.

All Users guarantee to expertshare that the information provided on the registration form or sent to expertshare is accurate and is not in any way misleading. The User notably undertakes to provide a valid email address. The User undertakes to immediately update their personal information in their Account if any changes to the information occur.

The User acknowledges and accepts that the information provided to set up and update their Account constitutes proof of identity.

The User accesses the Services by logging in to their account using their email address as the username and the password selected when registering. The User acknowledges and accepts this.

Users can log in to their Account at any time once they have entered their username and password.

The User undertakes to make personal use of the Services and not allow any third party to use them on their behalf or instead of them unless they take full responsibility.

Users are also responsible for keeping their username and password confidential and secure. Any logins to the Application using their username and password will be deemed to have been affected by the User.

The User must immediately contact expertshare using the contact details listed in Clause 2 if they notice that their account has been used without their knowledge. The User acknowledges that expertshare is entitled to take all the appropriate measures in this case.

## 6. SERVICES

The User has access to the following Services in a format and in line with the technical resources and features that expertshare deems most appropriate.

### 6.1 Services

#### 6.1.1 The Event Page

expertshare sends an email to Users whose name and contact details have been provided to it by the Organizer containing an internet link that will allow them to connect and access, from the Application, the Event Page for the Event for which they have pre-registered (the Event Page). The User must connect using the email address provided by the Organizer.

Users may continue to access the Event Page indefinitely after the event end date, unless the Organizer decides to shut down access to the Content of the aforementioned Event Page.

#### 6.1.2 Interactive Services

Depending on the expertshare options selected by the Organizer, the User can also access one or more of these Services:

- The Relationship Manager (RM) feature
- The Sponsor and Exhibitor feature
- Multilinguality
- 3D Experience
- Certification feature
- Newsfeed
- Live Voting

#### 6.1.3 Subsequent Events

The User may use their Account for other subsequent Events. In this way, the Application may send the User personalized interactions based on those they had during previous Events they attended.

#### 6.1.4 Paid Services

Certain Services offered to the User on the Application may be chargeable.

When this is the case, their prices are indicated on the Application, in CHF and excluding taxes, in the form of unit purchases.

An invoice will be sent to the User through any pertinent channels for each purchase made on the application, and can be consulted at any time in the User's personal area.

Payment of the purchase price will be by invoice or by credit card (directly on the application). The payment system is implemented by Stripe, who alone will retain the User's bank details for this purpose. expertshare will not retain any bank details.

Users ensure expertshare that they dispose of the required authorization to use the chosen means of payment.

### 6.2 Technical Support

expertshare offers the User technical support at the following address: <https://www.expertshare.com/support?entity=attende>, enabling them to flag up any difficulties encountered when using the Services.

### 6.3 Other Services

expertshare reserves the right to offer any other Service it deems appropriate, in a format and with the technical features and resources that it deems most appropriate to deliver these Services.

## 7. RIGHT OF WITHDRAWAL

Users may exercise this the right of withdrawal by sending their wish to withdraw to expertshare using the contact details indicated at the beginning of these Terms of Use, before the expiration of the aforementioned period, using the template below, or using any other unambiguous declaration expressing their desire to withdraw.

In the event that this right of withdrawal is exercised, expertshare will reimburse the User for all payments received from the latter, without undue delay and, in any event, no later than 14 (fourteen) days from the day on which expertshare was informed of the User's decision to withdraw. The refund will be made using the same means of payment as that used for the initial transaction, unless the User expressly agrees to a different channel of payment. In any case, this refund will not incur any costs for the User.

The User is however expressly informed and accepts that if the Services have been used before the expiration of the above period, expertshare will then be deemed to have provided the Services before the end of the withdrawal period. Consequently, the User expressly waives, in this case, their right of withdrawal, which cannot therefore be exercised.

TEMPLATE LETTER OF WITHDRAWAL:

(Registered letter with acknowledgement of receipt)

CONTRACT NUMBER: XXXXXXXX / EXPERTSHARE

DEAR SIR / MADAM,

I WOULD LIKE TO BRING TO YOUR ATTENTION THE FACT THAT I AM EXERCISING MY RIGHT OF WITHDRAWAL, I AM CONCERNING MY SUBSCRIPTION TO THE SERVICE [SERVICE], ON [DATE];

THIS WITHDRAWAL TAKES EFFECT FROM THE DATE OF DISPATCH OF THIS LETTER, AS ATTESTED BY THE DATE ON THE POSTMARK. KINDEST REGARDS,

SIGNATURE

## 8. LENGTH OF SERVICES AND UNSUBSCRIBING

The Terms of Use apply throughout the User's period of usage of the Services.

Users are subscribed to Services throughout the time their account is open.

Users can unsubscribe by deleting their account at any time in the App. This takes immediate effect and leads to the User's Account and data being automatically deleted.

In the event that the User's Account remains inactive for a continuous period of 3 (three) years, expertshare may delete the User's Account and all of their data.

## 9. AGREEMENT ON PROOF

The User expressly acknowledges and accepts:

- Data collected by the Application and on expertshare's IT equipment is a true reflection of the transactions taking place under the scope of this agreement,
- this data constitutes the main mode of proof admitted by the parties.

## 10. USER RESPONSIBILITY AND OBLIGATIONS

Without prejudice to the other obligations contained in these Terms of Use, the User undertakes to adhere to the following:

- When using the services, the User undertakes to adhere to these Terms of Use, as well as the law and regulations in force, and to not infringe the rights of third parties or public order.
- The user alone is responsible for their usage of the Application and Services.
- The User undertakes to provide expertshare with all the information needed to properly deliver the Services. In a more general sense, the User undertakes to cooperate actively with expertshare with a view to the proper implementation of the General Terms and Conditions.
- The User alone is responsible for the documents, details, data, information and any content that it provides expertshare as part of its usage of the Service. The User guarantees to expertshare that it is authorized to provide this information and that it has all the rights and authorization needed to use this information within the framework of the Services.
- The User states that they have acquainted themselves with the Application and its features.
- The User alone is responsible for their behaviour at Event venues and undertakes to adhere to the general conditions stipulated by these venues.
- The User alone is responsible for their usage of the Services and notably for the contacts they may forge with other Attendees and Exhibitors with whom they may enter into contact, and for the information that the User sends them via the App.

- The User undertakes to make strictly personal usage of the Services. Consequently, the User will refrain from assigning, ceding or transferring all or some of its rights and obligations under this agreement to a third party, in any manner.
- The User alone is responsible for all content (text, graphical, audio, audiovisual and other content types) that they publish on the Application (the Content) and for any resulting repercussions.
- The User accepts that the Content published on the Application is made public by default and may be viewed by other Users.
- The User warrants to expertshare that it has all the rights and authorizations required to disseminate this Content. The User warrants that this Content is lawful, does not contravene public order, morality or the rights of third parties, does not breach any legislative or regulatory provision, and more generally, cannot in any way result in civil or criminal liability for expertshare.

The user will therefore refrain from disseminating, notably but not limited to:

- Child pornography, pornography, defamatory, abusive, racist, obscene, indecent, shocking, violent, xenophobic or revisionist Content,
- infringing content,
- content that violates a third party's image,
- content that is false, misleading or proposes or promotes illegal, fraudulent or misleading activities,
- and more generally Content that may infringe the rights of third parties or be detrimental to third parties, in any manner or form.

## 11. USER GUARANTEE

The User holds expertshare harmless against any complaints, claims, actions and/or demands of any kind that it may face due to the breach by the User of any of its obligations or guarantees under the terms of these Terms of Use.

The User undertakes to compensate expertshare for any damage that it may suffer and to pay all of its fees, expenses and/or penalties that it may incur as a result.

## 12. EXPERTSHARE'S RESPONSIBILITY AND LIABILITY WAIVER

expertshare undertakes to deliver the Services diligently and in line with best practice, with the understanding that it has a best efforts obligation, to the exclusion of any performance guarantees, and the user expressly acknowledges and accepts this.

expertshare's only role is to provide the Services described in these Terms of Use.

expertshare is not involved in the relations between Users and Organiser, and cannot under any circumstances be held liable for any difficulties that may occur between them, or be involved in any

disputes that may arise, notably concerning the delivery of Exhibitor Services, Attendee obligations,

guarantees, declarations and any other User obligations.

However, with a view to continually improving the quality of the services, expertshare invites Users to feedback about any difficulties that they may wish to bring to Expertshare's attention.

expertshare does not make any guarantee to the User that the Services offered will meet all the User's needs and expectations.

expertshare cannot be held liable for the decisions taken by the User or by any third party appointed by the User. Similarly, expertshare cannot under any circumstances be held liable for the Content published by the User on the Application, over which expertshare has no oversight, or verifying or moderating role of any sort.

expertshare undertakes to make regular checks to verify that the Application and its website <https://expertshare.me> are working properly and are accessible. In this respect, expertshare reserves the right to temporarily suspend access to the application for maintenance purposes.

Likewise, expertshare cannot be held liable for users being temporarily unable or finding it difficult to access the application if caused by outside circumstances, force majeure or caused by disruption to the telecommunications network, with Users being aware of the complex nature of global networks and of the times of day when large numbers of users are online.

The Services are delivered by expertshare "as is" and without any kind of express or implicit guarantees. expertshare does not in a particular warrant to Users (i) that the Services, subject to a constant quest to improve, notably their performance and progress, will be totally free from errors, defects or flaws, (ii) that the Services, which are standard and are not in any way aimed solely at a specific User based on their own personal constraints, will specifically meet their needs and expectations.

### **13. LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY LAW, EXPERTSHARE WILL NOT BE LIABLE TO THE USER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, CUSTOMERS OR ANY OTHER NON-MATERIAL DAMAGES) ARISING FROM OR RELATED TO THEIR ACCESS TO OR USE OF THE SERVICES, OR THEIR INABILITY TO ACCESS OR USE THE SERVICES OR ANY MATERIAL OR CONTENT OF THE SERVICES, WHETHER BASED ON ANY WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), LAW OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY OF EXPERTSHARE'S ENTITIES HAD BEEN ADVISED OF THE POTENTIAL DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF EXPERTSHARE WITH REGARD TO THE USERS FOR ANY CLAIMS ARISING FROM OR RELATED TO THE USE OR INABILITY TO USE ANY PART OF THE SERVICES OR OTHERWISE WITHIN THE FRAMEWORK OF THESE TERMS OF USE, WHETHER CONTRACTUAL, TORTIOUS OR OTHERWISE, IS LIMITED TO 50 CHF.

EACH PROVISION OF THESE TERMS OF USE WHICH PROVIDES FOR LIMITATION OF LIABILITY, EXCLUSION OF WARRANTY OR EXCLUSION OF DAMAGES IS INTENDED TO APPORTION THE RISKS AMONG THE PARTIES BY VIRTUE OF THESE TERMS OF USE. THIS APPORTIONMENT IS AN

ESSENTIAL ELEMENT ON WHICH THE AGREEMENT BETWEEN THE PARTIES IS FOUNDED. EACH OF THESE PROVISIONS IS SEPARABLE AND INDEPENDENT OF ALL OTHER THE PROVISIONS OF THESE CONDITIONS. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF A LIMITED MOTION FAILS IN ITS PRIMARY OBJECTIVE.

#### **14. PROHIBITED BEHAVIOR**

It is strictly prohibited to use the Services for the following ends:

- Carrying out activities that are illegal, fraudulent or that infringe the rights or security of third parties,
- violating public order or laws and regulations in force,
- hacking into the IT system of a third party or any activity that aims to harm, control, interfere with or intercept all or part of a third party's information system, violate its integrity or security,
- action taken to improve the SEO of a third-party site,
- assisting with or inciting, in any manner or form whatsoever, one or more of the acts and activities described above,
- and more generally, any actions that use the Services for purposes other than that for which they have been designed.

It is strictly prohibited for users to copy and/or utilise for their own ends or those of third parties the concept, technologies, all or part of the data or any other component part of the Application.

The following is also strictly forbidden: (i) any behaviour that would interrupt, suspend, slow down or prevent Service continuity, (ii) any hacking or attempts to hack into Expertshare's systems, (iii) any hijacking of the Application's system resources, (iv) any actions that would place a disproportionate load on Expertshare's infrastructure, (v) any attempts to breach the security and authentication systems, (vi) any acts that could infringe the financial, business or moral interests and rights of Expertshare or Users of its Application, and finally and more generally (vii) any breaches of these Terms of Use.

It is strictly forbidden to make money from, sell or cede all or part of the access to the Services or Application, and to the information hosted and/or shared on it.

#### **15. PENALTIES FOR BREACHES**

In the event of a breach of any of the provisions of the Terms of Use, or more generally, any violation of laws and regulations by the User, expertshare reserves the right to take all appropriate measures and notably to:

- suspend, remove or prevent access to Services by a User who has committed a breach or violation, or who has taken part in one,
- delete any Content linked to the breach or violation in question, fully or partially,
- take all appropriate measures and instigate any legal proceedings,



- notify the relevant authorities where applicable, and cooperate with them and provide them with all the information they need for their investigation and to suppress illegal or illicit activities.

The User is advised and accepts that any breach of their obligations may, apart from the consequences outlined above, lead to the immediate termination of these Terms of Use by expertshare by any written means.

## 16. INTELLECTUAL PROPERTY

The systems, software, structure, infrastructure, databases, codes and content of any kind (templates, text, images, visuals, music, logos, trademarks, databases etc.) used by expertshare on the Application are protected by any intellectual property rights and database producer rights in force. Any dismantling, decompilation, decoding, extraction, reuse, copying and more generally, any reproduction, representation, dissemination and usage of any of these elements, either in full or partially, without Expertshare's authorization, is strictly forbidden and may lead to legal action being taken.

The User grants expertshare an unlimited, perpetual, irrevocable and non-exclusive right to use their suggestions or proposals for improving the Application or the Event Pages, in any way or for any purpose.

By posting Content on the Application, the User thus grants expertshare a non-exclusive, worldwide and royalty-free right and license (with the right to sub-license) to host, store, transfer, display, run, reproduce, and modify all or part of such Content, in any format and through any channel currently known or hereafter developed.

## 17. USER PERSONAL DATA

expertshare undertakes to comply with data protection regulations and in particular with EU regulation 2016/679 of the European Parliament and Council of 27 April 2016 (General Data Protection Regulation, hereafter the GDPR).

expertshare implements a personal data protection policy. Its characteristics are explained in the Privacy Policy.

The User is expressly invited to peruse the document. expertshare guarantees that its sub-processors who may collect and process personal data on its behalf as part of the provision of the services implement the appropriate technical and organizational methods to ensure compliance with the GDPR and more generally with personal data regulations.

expertshare notably guarantees that the procedures applied by the aforementioned sub-processors are governed by contractual provisions compliant with GDPR rules.

The App User is informed and agrees to sharing with expertshare the data that appears in their Account and the data relating to their participation in the Event.

This information required by expertshare is needed for the App to work. The Application aims to enable users to share content and easily connect with each other before, during and after the event, in order to

expand their professional network.

## **18. LINKS AND THIRD-PARTY SITES**

expertshare cannot under any circumstances be held liable for the technical availability of websites run by third parties (including any partners) which the User may access via the Application.

expertshare does not assume any liability for the content, adverts, products and/or services available on such third-party websites, and Users are reminded that these sites are governed by their own terms and conditions of use.

The company is a networking platform and is not responsible for relationships between the Attendees, Exhibitors, Organizers and any advertisers, professionals or salespersons (including its potential partners) to whom Users may be directed via the Application and will not take part in any disputes whatsoever with these third parties, particularly concerning Event participation, guarantees, declarations or any other obligations whatsoever to which these third parties may be bound.

## **19. ADVERTISING**

expertshare, in collaboration with the Organizer, reserves the right to include on any page of the Application and in any communication with the Users advertising and promotional messages in a format and in conditions decided upon solely by expertshare.

## **20. AMENDMENTS**

expertshare reserves the right to amend these General Terms and Conditions at any time.

Users will be informed about these amendments via any pertinent method.

Users who do not agree to the amended Terms of Use must unsubscribe from the services following the procedure explained in Clause 7 Length of services and unsubscribing.

Any user who makes use of the services after the amended Terms of Use have taken effect is deemed to have accepted the amendments.

## **21. LANGUAGE**

If the Terms of Use are translated into one or more languages, in the event of a contradiction or dispute about the meaning of a term or provision, the English language version will be used to interpret the agreement.

## **22. LAW AND JURISDICTION**

These Terms of Use are governed by Swiss law, and the only courts competent to deal with any dispute between the User and expertshare which may arise regarding their validity, interpretation or execution will

be the courts of Zurich, Switzerland, excepting any contrary and mandatory procedural requirement.

History:

Version	Date	Comment
1.1	04.11.2020	Initial Draft (Terms of Use for expertshare)
1.2	06.11.2020	Entry into effect
1.3	20.07.2021	Content & Layout

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