

Virtual Delegate General Terms of Business

Thank you for choosing Smee and Ford to support you and your business. Smee and Ford is part of MiExact a company incorporated in England and Wales under number 1964639 whose registered office is at the 5th Floor, 10 Whitechapel High Street, London, UK, E1 8QS. ("We"/"Us"/"Our").

1. How your Agreement with Us works

- a. Your ("Your" / "You") Agreement with Us is made up of the relevant order form, these General Terms of Business and the specific Terms and Conditions applicable to the services and products that We have agreed to provide to You ("the Agreement"). The services and products covered by each individual set of Terms and Conditions are described at the beginning of the Order Form ("Order Form").
- b. To the extent that there is any conflict between these General Terms of Business and a specific set of Terms and Conditions, the relevant product or service Terms and Conditions will prevail.
- c. This Agreement is a contract between the customer organisation or individual identified as the customer in the Order Form for Our products and services and Us (the entity set out above).

2. General Terms of Business

- a. This Agreement is governed by English law and the courts of England will have exclusive jurisdiction to settle any disputes arising out of or in connection with this Agreement.
- b. We reserve the right to revise these General Terms of Business or any specific set of Terms and Conditions at any time.
- c. The documents comprising this Agreement (together with any documents referred to herein) contain the entire agreement and understanding between us and supersede all prior agreements, understandings or arrangements (both written and oral) relating to the subject matter of this Agreement.
- d. This Agreement applies to the exclusion of all other terms and conditions (including any which you purport to apply under any purchase order, confirmation of order, specification or other document).
- e. Notices required under this Agreement will be sent by email to the email address on the Order Form or as otherwise agreed in writing for such purpose. Notice by email is deemed effective three hours from transmission. We may also give you notice via Our relevant brand website and such notice is deemed effective at the time at which it appears on the relevant website.
- f. You agree to the electronic means of communication, set out in (e) above, and you acknowledge that any communications that we send to you electronically comply with any legal or contractual requirement that such communication be made in writing.
- g. You acknowledge that in contracting with Us you have not relied on, and will have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person other than as expressly set out in these Terms of Business.
- h. Nothing in this Agreement will require Us to do or omit to do anything which would contravene any applicable laws or regulations to which We are subject.
- i. You may not assign, sub-license, subcontract or otherwise transfer to any third party (including any company within your corporate group, if applicable) any of your rights or obligations under this Agreement. We may assign, sub-license, subcontract or otherwise transfer to any third party (including any company within our corporate group) any of Our rights or obligations under this Agreement at any time and without notice.
- j. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement will remain valid and enforceable.
- k. Termination or expiration of the Agreement between Us will not affect the continuance in force of any provision of this Agreement which is expressly or by implication intended to survive termination.

- l. You will indemnify and hold Us, Our employees, agents, officers, directors, and other representatives, harmless from and against all costs, losses, liabilities, and expenses which any of the foregoing may suffer or incur arising out of or in connection with your breach of this Agreement.
- m. Nothing in this Agreement will operate to exclude or limit Our liability for death or personal injury caused by Us, Our employees or subcontractors, negligence or, for any fraudulent misrepresentation by any of the foregoing or for any other liability which cannot be excluded or restricted by law. Subject to the foregoing, We will not be liable to You under or in connection with this Agreement for any loss of profits, loss of or damage to data, loss of anticipated savings or interest, loss of revenue or loss of or damage to goodwill or for any indirect, special, economic or consequential damages, claims, losses or expenses of any kind.
- n. We will have no liability to you for any failure or delay in performing any obligation under this Agreement as a result of any event beyond Our or Our subcontractors' reasonable control.
- o. Where this Agreement uses the words 'include' and 'including', these are illustrative and not limiting.
- p. We shall have the right to announce our business relationship with you publicly, including by announcements on social media.
- q. We will use any personal information provided by you in relation to your authorised users in accordance with Our Privacy Policy which can be found on Our website.

3. Anti-Bribery and Sanctions

- a. You warrant that you will:
 - i. comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
 - ii. comply with such of Our codes of conduct and anti-bribery and anti-corruption policies as are notified to you from time to time; and
 - iii. promptly notify Us of any request or demand for any undue financial or other advantage of any kind received by You or on Your behalf in connection with this Agreement.
- b. We are part of a large corporate group which pledges to trade legally and respect all laws including the Trade Sanctions imposed by EU and US Governments. We operate a Group Sanctions Policy which means that We cannot accept orders from individuals or organisations based or residing in, or connected with, a country or organisation which is subject to EU or US Government sanctions. We reserve the unconditional right to refuse to accept an order from any such person or organisation.
- c. Notwithstanding anything else in this Agreement, breach by You of the foregoing Anti-Bribery and Sanctions provisions will be deemed a material breach of this Agreement.

Virtual Delegate Terms of Business

When You apply to register for a Virtual Event which is organised and managed by Us, Your agreement will be subject to the terms and conditions below ("Virtual Delegate Terms and Conditions").

1. Scope of these Virtual Delegate Terms and Conditions

- a. These Virtual Delegate Terms and Conditions set out your participation in your application to register for the Virtual Event (as defined on the relevant Order Form, which for the purposes of this Agreement will be deemed to be the Order Form).
- b. The Virtual Event is organised and managed by Us (being the entity set out above).
- c. Your application to register for the Virtual Event is subject to availability, to You making full payment (where relevant) and You meeting a job title and organisation criteria (where relevant).
- d. You may apply to register yourself for the Virtual Event and You may apply to register other individuals for the Virtual Event. Where you apply to register other individuals for the Virtual Event

and that registration is accepted, You warrant that each such individual being registered by You is aware of and agrees to be bound by and shall comply with this Agreement. You will be liable for the failure by any such other individual to comply with this Agreement as if it had been your failure.

2. Packages, Prices, and Payment

- a. There may be a fee payable for attending a Virtual Event. These fees are set out on the relevant Order Form or can otherwise be obtained from Us upon request.
- b. Prices may be subject to change from time to time without notice to You.
- c. When you book via the website the fee will be payable by credit or debit card at the time of booking. If you prefer to pay by invoice, please contact Us to request this. Payment is due immediately on issue of the invoice as set out in the invoice.
- d. If You apply to register for a Virtual Event less than two (2) weeks before the date of the Virtual Event, We will only accept payment by a credit card or debit card at the time You make the booking, unless we expressly agree otherwise in writing. If for any reason We have not received payment in full by the date of the Virtual Event, You will be asked as a condition of being allowed to attend the Virtual Event to provide payment by credit card on the day of the Virtual Event.
- e. We reserve the right to cancel your booking at any time if payment is not received by Us by the due date set out on the invoice. For the avoidance of doubt, non-payment is not accepted by Us as a form of cancellation (see clause 5d).
- f. If You do not pay within the specified period We may, in addition to Our other rights and remedies, charge interest at 4% per annum above the base rate of Barclays Bank PLC in force from time to time.
- g. All prices exclude VAT, which will be added at the prevailing rate at the time payment is made.

3. Eligibility to attend

- a. If the Virtual Event is free to attend, You must be eligible to attend based on your job title and organisation set criteria which can be found on the event website. By completing the Order Form, you register your interest only and a member of the event team will confirm your application has been accepted within 5 working days.
- b. If your job title or organisation does not meet the required specification to join the event (free to attend only), you will be informed that your application has been declined within 5 working days. We reserve all rights to reject applications to attend events.
- c. Each event has a maximum capacity of attendees, if the event has reached capacity, you will be added to Our waiting list. Should space become available You will be informed by the event team no less than 72 hours before the live event.

4. Virtual Event Attendee Access to Platform

- a. Our chosen platform supplier will send You login details to access the Virtual Event approximately 2 weeks' before the live event. These login details are only valid for the named attendee only. Sharing of login details is strictly prohibited.
- b. If You are unable to join the live Virtual Event, content will be available on demand for a limited period of time following the Virtual Event. We do not accept substitutions except in exceptional circumstances and with prior written confirmation. Please contact us for more information.

5. Changes to the Virtual Event and Cancellations

- a. It may be necessary for reasons beyond Our control to alter the advertised content or timing of the Virtual Event or the advertised speakers. We reserve the right to do this at any time without penalty or incurring any liability to you.
- b. Where we alter the time, date, content or postpone, We will notify you as soon as reasonably practicable after the alteration has been confirmed. In that event, You will be deemed to have accepted

the altered timing or content.

c. If in exceptional circumstances We have to cancel a Virtual Event for which You have paid, for any reason, You shall have the option to attend an alternative Virtual Event owned and managed by Us, for the equivalent value, provided that the date of such an event is within a 12 month timeframe from the date of cancellation of the Virtual Event. The fee paid shall be refunded in full where a suitable alternative event is not available.

d. We will have no obligation to refund any amounts paid in the event of Delegate cancellation or Your non-attendance to the live or on-demand Virtual Event. For the avoidance of doubt, You cannot cancel Your place through non-payment. Any balance of the payment will remain due and payable by You where you have cancelled or not attended.

6. Virtual Event Content: Ownership and Use

a. All rights in all, but not limited to, presentations, documentation and materials published or otherwise made available as part of or compiled or created as a result of the Virtual Event (including audio or audio-visual recording of the Virtual Event) (“Content”) are owned by Us or are included with the permission of the owner of the rights.

b. During the course of the Virtual Event, You may be recorded in a variety of media including still photography and audio. By signing this Agreement, You consent to being recorded in any media and agree that We may use any such recording for any purpose connected to the Virtual Event without your prior approval and with no obligation to compensate You for that use. We may write reports on the Virtual Event including as the basis for articles to be included in any of Our publications in digital or written or other format. We may produce articles regarding the Virtual Event which name and quote particular delegates and You consent to being named and quoted in any such article.

c. Subject to the remainder of this Clause 6, You may only use Content for Your own internal business purposes, in accordance with fair practice and only to the extent reasonably required. You may not otherwise distribute, reproduce, modify, store, transfer or in any other way use any of the Content.

d. Nothing in this Agreement permits You to, and You agree that you will not:

- i. upload any Content into any shared system;
- ii. include any Content in a database;
- iii. include any Content in a website or on any intranet;
- iv. transmit, re-circulate or otherwise make available any Content to anyone else;
- v. make any commercial use of the Content whatsoever; or
- vi. use Content in any way that might infringe third party rights or that may bring Us or any of our affiliates into disrepute.

7. Content Disclaimers

a. You acknowledge that the Content does not necessarily reflect our views or opinions.

b. You should not rely on suggestions or advice contained in the Content in place of professional or other advice.

c. Whilst We take reasonable care to ensure that Content which is created by Us is accurate and complete, some Content is supplied by third parties, and We are unable to check its accuracy or completeness. You should verify the accuracy of any information (whether created by us or third parties) before relying on it.

d. The Content is provided on an ‘as is’ basis without any warranties of any kind, express or implied.

e. To the extent that any Content is made available by Us online, we reserve the right to suspend or remove access to such Content at any time.

f. We exclude to the fullest extent permitted by law all liabilities costs, claims, damages, losses and

expenses arising from any inaccuracy or omission in the Content or arising from any infringing, defamatory or otherwise unlawful material in the Content.

8. Limitation on Our Liability

- a. Subject to clause 2(m) of the General Terms of Business, Our aggregate liability to you in respect of all losses, liabilities or damage suffered by You arising out of or in connection with this Agreement, howsoever arising and whether in contract, negligence or other tortious action or otherwise, will not exceed the value of sums paid in respect of your attendance at the Virtual Event.
- b. You will ensure that We, Our employees, and Our affiliates will not suffer or incur any loss, costs, claims or expenses of any kind arising from or in connection with any act or omission by You (including your registered and/or substitute delegates) during or otherwise in relation to a Virtual Event.

9. Data Protection

- a. This clause sets out the Our responsibilities and that of the Customer in relation to the data protection laws, including Data Protection Act 2018, UK GDPR and any other applicable data protection law ("Data Protection Law"). Any terms or words defined in Data Protection Law and used in this clause relating to personal data shall have the meaning set out in Data Protection Law. Where We process any personal data in relation to services or products under this Agreement, We do so as a data controller on Our own behalf (including in order to comply with its obligations and exercise its rights under this agreement) and shall comply with Data Protection Law in respect of such processing. Where You provide any personal data in relation to this Agreement, You warrant that You do so in compliance with Data Protection Law and that We may, process such data as required or contemplated under this Agreement. You will be responsible for any costs, losses, or expenses We incur or suffer as a result of breach of such warranty.
- b. All data collected and processed in connection with this Agreement will be processed in accordance with Our Privacy Notice which can be found on Our website.
- c. For further information about data protection and how We use Your data please contact dataprotection@wilmingtonplc.com. We also encourage You to read our Privacy Policy and Cookies Policy.
- d. By completing the Order and/or registering to attend an event, You acknowledge We may contact You about relevant products and services based on legitimate interest via telephone or email. You will be able to opt out in all future communications at any time.
- e. We work with relevant event partners or sponsors on all our events. Our event partners or sponsors are organisations within the field of interest of the event and will have relevant services or products to support Our delegates. An up-to-date list of partners for any given event can be found on the Event website. This list may be updated or changed up to the day of the event.
- f. By completing the Order Form, you consent to allow Us, to share your name, job title, organisation, email and phone number with the Virtual Event Partners or Sponsors and that they may contact you under third party full consent, by email or phone about relevant products or services (unrelated to the Event You are booking for).
- g. The virtual platform lists all registered attendees which includes your name, job title, and organisation. When you log-in to the platform you can select your visibility of your profile. We may also share the same information in advance of the Virtual Event with our sponsors, partners, and speakers. Our sharing of this information is in relation to the event for which You have booked and is not in relation to (v) above.
- h. Our website may feature information on the event which details the type of attendees already registered. This will not include the publication of your personal data on the website.
- i. During the event if You attend a partner session or an interactive discussion group, You consent

to Your name, job title, organisation and email being shared with the partner running the partner session. These sessions will be clearly signposted at the event and if You do not wish to provide this information, You can opt out by informing the event staff.

j. We use Swapcard, a virtual event platform and event app to deliver some of Our events and manage Your access to it. Where applicable, You will receive emails via this platform with essential operational information and reminders of the benefits and how to log-in. As a Data Controller Swapcard uses AI to provide You with networking opportunities on the day and post-event. Such collection and use of your personal data by Swapcard is governed by their terms and conditions. Swapcard's Terms and Conditions can be found here: <https://www.swapcard.com/terms-of-use/>.

10. Force

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a. We will not be liable to You for any failure or delay in performing Our obligations where such failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to; power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, pandemic, governmental action or any other event that is beyond Our reasonable control.