

## **GENERAL TERMS OF INDIVIDUAL REGISTRATIONS**

« **Colloquium** » refers to the company in charge of organizing the Event, within the framework of a previous mandate granted by its principal or giver, in general, a professional association, Colloquium acting, consequently, on behalf of **the latter**.

“**Individual registration**” refers to the registration of a natural person or a legal entity

« **Clients** » refers to the legal entity or natural person applying for registration

« **Participant** » refers to the person whose registration is confirmed (e.g. conventionner, exhibitor etc...)

« **Services** » refers to the services of which Colloquium is in charge within the framework of the Event organization. The services could be detailed on the Site

« **Site** » refers to the web site dedicated to the Event

« **Event** » refers to the event for which the registration is made (convention, conference, training day etc...), owned by the Colloquium's order giver.

« **Special Terms**» (**equally STs**) refers to all the provisions not included in the general terms and expressly mentioned on the different Web pages of the Site. In case of a contradiction, the STs prevail over the General Terms. The STs and General Terms represent all the agreements between the Client and Colloquium, proxy of its order giver.

### **1. Application Field**

The hereby terms are applicable to the individual registrations on the Site, the Client guaranteeing the respect of these terms as well as the STs.

### **2. Site Use**

The Site offers the Clients the possibility to register for the Event, either directly on line, or through an order form sent back to Colloquium.

The client is financially responsible for his steps on the Site. He equally guarantees the veracity and exactness of the information provided on the Site and concerning him

Using the Site fraudulently or infringing the hereby shall justify the access refusal to the Client, at any moment, for the Services proposed by Colloquium.

### **3. Registration procedure**

Individual registration is exclusively made on line, on the Site, with online payment and / or, if provided for in the STs, by mail through the official registration form to be sent back with the payment, this notwithstanding the possibility to register on site.

No registration shall be made and / or accepted and / or confirmed by phone, fax or in the Colloquium premises.

Booking the Services is reserved only for the Clients who previously made themselves acquainted with the hereby General Terms and Special Terms in their entirety and accepted them by ticking the appropriate box or, if provided for in the STs, by sending back the registration form duly filled in and signed. Without this agreement, following the registration process is technically impossible.

Consequently, finalizing the registration process on the Site or sending back the registration form duly filled in, signed and received by Colloquium means that the Client has expressly accepted the STs and General Terms

As soon as the payment is received, a confirmation of the registration, which then becomes definitive, is then forwarded to the Client. No registration is confirmed unless accompanied by the corresponding payment. Therefore, in case of a failure to receive the payment, the registration is invalid. Same if the payment is received beyond the time limit set in the STs.

The number of participants to the Event can be limited. Colloquium reserves the right to refuse registrations.

In addition, Colloquium reserves the right to refuse any application for registration for whatever reason, without having to justify its decision

The badges allowing the access to the Event are not transferable and can only be taken by their holder upon presentation of identity papers. They are not exchangeable and cannot be resold.

### **4. Specific registration procedure within the framework of the continuous training**

The application for registration must be made online on the dedicated form and at the latest 3 weeks before the first day of the Event. No other mean of registration shall be accepted.

The training convention is to be printed by the Participant and to be completed and signed by the training organization. This document must then be sent to Colloquium in order for the registration to be definitely validated.

The registration confirmation shall be sent by email or post mail as from the receipt by Colloquium of the training convention and the engagement letter

duly completed and signed. No registration shall be confirmed by phone.

If the completed and signed documents are not received within a 2-week period following the registration application, the registration and all the related services shall automatically be cancelled.

The additional services needing to be paid prior to the Event shall automatically be cancelled if the payment is not received by Colloquium within a 2-week period following the application receipt.

The invoice shall be sent at the end of the Event to the invoicing address indicated at the registration time. Invoice payment at 30 days from the invoice issuing date.

Generally speaking, an attendance certificate will be delivered on the spot to the Participants who must transmit it to their continuous training department.

#### **. Prices and payments**

The prices and detail of the proposed services are indicated on the Site and can be detailed by category of participants (e.g. students, members, non-members, etc...)

The price chosen for the registration is the one in force at the date of the on line registration and / or at the date of the registration form receipt.

Unless otherwise specified in the STs, the prices are expressed net + VAT. The VAT in force in the country of the Event is thus included in the indicated price.

Unless otherwise specified on the Site, are not included in the prices the transport charges and accommodation and food expenses; the admission fees for the accompanying person; the expenses for the possible change of the registration.

Bank card payments are made directly on the Site

For any payment by bank check or transfer, if possible, the Client has a 15-day period from the registration date to send to Colloquium the corresponding payment. Failure for Colloquium to receive the payment in the above-mentioned period, the registration and all the related services shall automatically be cancelled.

It is specified that any payment by bank check or transfer must be carried out at the latest 2 weeks before the first day of the Event.

The possible bank charges are exclusively chargeable to the Client/Participant

#### **6. Registration modification**

Any change in the Participant's name shall be considered a cancellation and give rise to a new registration at the price in force when the new Participant's name is received. It is specified that the applicable price is the one in effect at the date when the registration and payment details are received.

Any change in the Participant's name leads equally Colloquium to invoice administrative charges to the Participant. These charges amount likely to be invoiced is mentioned in the ST.

#### **7 .Respecting the Event rules**

By registering, the Client commits himself to respect the whole rules applicable within the framework of the Event as well as all the organizers' directives and orders. The Client guarantees the respect of these rules by the Participant.

Any infringement to the said rules can give rise to the contravening Participant exclusion, and this, according to the Colloquium's only will, even without formal notification, and this, without reimbursement of the registration fees or any other amount paid by him which will remain owned by Colloquium.

#### **8. Cancellation conditions**

Any cancellation by the Client of his registration must be communicated in writing to the Event's secretariat (fax, mail or e-mail).

If no specific provisions are mentioned in the STs concerning the cancellation conditions, the following terms shall apply:

For any cancellation notified at the latest 8 weeks before the Event first day: reimbursement of the amounts paid for the registration and supplementary services after deduction of 50 € for administrative charges. If the due amounts are not paid at the time of the cancellation, these administrative charges would remain owed.

For any cancellation notified less than 8 weeks before the Event first day: no reimbursement will be made. In the event of non-payment of the owed amounts, at the cancellation time, all these amounts would remain owed.

The possible reimbursements are made after the Event. Any request for reimbursement shall be made at the latest 4 weeks after the Event first day. No request for reimbursement will be processed once expired this period.

#### **9. Evidence**

It is expressly agreed that, except Colloquium manifest error, duly proved by the Client, the data kept in Colloquium's information system carry probative force, as for the registrations made by the Client. The data on computer or electronic

support constitute valid evidences and, as such, are acceptable under the same conditions and with the same probative force as any document that would be drawn up, received or kept in writing.

## 10. Responsibility

10.1 For the Site use: no guaranty is granted to the Client concerning:

- the absence of anomalies, errors and bugs likely to affect surfing on the Site or implementing any functionality proposed on the Site;
- or the possibly to correct these anomalies, errors or bugs;
- or the absence of interruption or breakdown in the Site functioning,
- or the possible compatibility of the Site with a hardware or a particular configuration.

Under no circumstances shall Colloquium be responsible for the direct or indirect and / or immaterial, foreseeable or unforeseeable damages (including the loss of profits or of an opportunity) resulting from the supply and / or use or the total or partial impossibility to use the Site functionalities.

In any case, the Client declares knowing the Internet characteristics and limits, in particular its technological performances, the response times to consult, question or transfer data and the risks related to the communications security

10.2 For the Services: Colloquium's responsibility can be involved only in the event of a negligence, within the framework of the Services carrying out, negligence that will have to be proved by the Client / Participant.

## 11. Insurances

11.1- Colloquium declares it signed with a notoriously solvent company an insurance policy covering its civil liability for the services it will provide within the framework of the hereby agreement. Under no circumstances, this liability can be extended:

- neither to damages caused by third parties to Participants nor to damages caused by Participants to third parties;
- as well as to damages caused to the goods under the Participant custody

11.2 The company managing the premises where the Event takes place is legally responsible, as owner of the permanent or temporary buildings and facilities used for holding the Event, as well as for operating the companies and activities it directly manages. It is the same for all the external companies.

11.3 It is recommended to the Clients, Participants and accompanying persons to subscribe:

- an individual civil liability insurance policy aiming at covering any damage caused to third parties either by themselves or by their staff or facilities,
- an insurance policy covering the equipment belonging to them or the entrusted goods brought for the Event

Any other adequate insurance policy related to their stay on the Event place (health, accident, repatriation, cancellation)

Applicable during or following the Event or during or following events organized around the Event, as Colloquium's responsibility cannot be involved in the here above-mentioned situations

If provided for in the STs, in case of an external event preventing the Participant from going to the Event, the Client could subscribe, on the Site, (through a hypertext link toward our partner) an individual cancellation insurance policy, covering his expenses relating to his participation to the Event (e.g. registration fees, accommodation expenses, transport charges, etc...) within the proposed guarantees limits. This service is then marketed by a specialized Colloquium's partner, under his own name, without Colloquium taking part in this service or seeing its responsibility involved in it

## 12. Event Interruption and Cancellation

Colloquium cannot be held responsible should the Event be interrupted or cancelled, whatever the reason, in particular either for external reasons of political, social, economic or public health type, or for other reasons independent from their will (force majeure). In this case, the cancellation conditions provided for in the hereby shall be applied.

## 13. Force Majeure

Should it be impossible to have the expected premises or other expected means essential for the holding of the Event, and this for reasons of Force Majeure, Colloquium could change the location or postpone the date. Under these conditions, the registration will still be valid for the modified Event, without being possible for the Client or the Participant to complain.

In a case of a Force Majeure obliging the organizer to cancel the Event, and being impossible to postpone it, Colloquium shall not be liable of any amount, compensation, penalty and / or damages of any kind to either the Client or the Participant

In particular, are considered events of Force Majeure, any unforeseeable, irresistible event, exterior to one of the parties and preventing it from totally or partly fulfilling his obligations with respect to the hereby

Should the event of force majeure last or occur less than 30 days before the beginning of the Event, the hereby agreement could be cancelled by the

most diligent party, without any of the parties having the possibility to lay claim to damages.

This cancellation will then come into effect on the date of the first presentation of the registered letter with confirmation of receipt terminating the said agreement. The Event cancellation conditions will then be applied.

#### **14. Data Protection**

The information transmitted by the Client on the Site makes it possible to process and perform his reservations

Pursuant to the article 32 of the "Loi Informatique et Libertés" of January 6, 1978, amended by the law 2004-801 of August 6, 2004, the information indispensable for processing and executing the registrations are indicated by an asterisk in the Site pages.

The other requests for information calling for an optional answer or the Client's interest related information for the offers likely to be proposed are intended for better knowing him and improving the proposed services as well.

In pursuance of the law n° 78 of January 6, 1978, amended by the Law of 2004-801 of August 6, 2004, the Client has, at any moment, a right of, access, amendment, correction, suppression of the data concerning him (art.39 and following of the "Informatique et Libertés" Law. In order to exercise it, the Client can contact Colloquium, by writing to its webmaster at the following address: COLLOQUIUM Paris SA, Registration Department, 13-15 rue de Nancy, 750010 Paris, or by sending him an e-mail to the address mentioned on the Site.

Colloquium is likely to send to the Client, by any means, (electronic or paper) information allowing him to better know and use their respective sites, to give him the benefit of the promotional offers webcasted on these sites and propose him offers from their Partners and this, while strictly respecting the provisions of the amended "informatique et libertés" Law, subject to the Client's previous consent or opposition.

In addition, Colloquium is likely to transmit the information relating to the Client reservation to its insurance company. This transmission allows Colloquium to fight bankcard fraud.

The appearance of an outstanding payment due to a fraudulent use of a bankcard will result in the registration of the references relating to the reservation of the Client who is at the origin of this outstanding payment, in a "payment incidents" file implemented by the insurance company and placed under its responsibility.

#### **15. Photos & Videos**

The Participant authorizes Colloquium and his principal and order giver to use its image within the framework of photos or videos produced within the Event framework. These images will only be used in France and all around the world in order to promote the activities of the principal or order giver and the said Event, whatever the media, and for the term of protection of intellectual property rights.

#### **16. Information and Complaints**

Any request for information, specifications and possible complaints concerning COLLOQUIUM Services must be directed to the following address, within the 30 days following the end of the Event: COLLOQUIUM PARIS SA 13-15 rue de Nancy, 75010 Paris – Mail: the mail mentioned on the Site – Tel: 01 44 64 15 15.

No complaint shall be processed after this time limit

#### **17. General Terms Amendments :**

COLLOQUIUM reserves the right, at any moment, to change, modify, add or withdraw some parts to the hereby-general terms, being specified that such amendments are not applicable to the Services reservations previously made

It is thus imperative that the Client knows and accepts the Particular Terms and the General Terms when reserving, in particular to check the provisions in effect.

#### **18. Contractual Breaches**

Each party could automatically terminate the agreement should the other party fail to respect the obligations stipulated in the hereby or, should the defaulting party not remedy the observed breach within a 8-day period following the receipt of the formal notification sent by the other party.

#### **19. Applicable Law**

The choice of domicile is made by Colloquium, at its registered office and, for the Client, at its domicile (or at its registered office, if it is a legal entity).

The hereby contractual relation is governed by the French Law; in case of a dispute, the Courts of Paris only will be competent.

#### **20. Interpretation**

The possible difficulties of interpretation of the hereby Agreement in another language are solved by reference to the Agreement meaning in its French version