

# Terms & Conditions

Updated 17 November 2020

## Part A – Our relationship with you

### Who we are

We are imatch Ltd. (“imatch”, “we”, “us” and “our”), a company incorporated under the laws of Portugal with company registration number 508681766, whose registered office is at Rua Dr. Augusto José da Cunha, No 11, 3o A 1495-240 Algés, Portugal. imatch provides access to a technology conference hosted online that allows users to access talks, discussions and online networking opportunities streamed via the Internet at <https://www.buildingthefuture.pt/> (the “Website”) taking place January 26, 27 and 28 2021, (“Online Event”).

These Terms govern your use of our service and access to the Online Event. As used in these Terms (the “Services”) means the service provided by imatch for watching and networking via the Online Event, including features and functionalities, the Website, and interfaces, as well as all content and software associated with our Services.

### Structure of terms

The agreement is between us and the person who completes the Online Event registration form upon purchasing a Ticket (or having a Ticket Purchased for them) (“Attendee”, “you” or “your”). Your agreement with us consists of:

- Part A (Our relationship with you);
- Part B (Terms of Use);
- Part C (Attendee terms), which contains terms specific to registered users accessing the Online Event; and
- Part D (Additional Policies) Your use of our Services are also subject to the following policies which govern your access to and use of the Website and the Online Event mobile applications (“App”) available:
  - Privacy Policy (collectively, the “Terms”)

We are committed to protecting your personal information. These Terms include and incorporate by reference our privacy policy, which explains the types of information collected, stored, shared and processed in connection with the Online Event, how and why we use such information, who we share it with and your legal rights.

### **Your agreement with us**

You should read this document carefully. These Terms govern your online registration, online attendance at and/or participation in the Online Event. By registering for the Online Event you agree that you have read and accepted these Terms and agree to be legally bound by them. If you do not wish to be bound by these Terms, please do not register, attend or participate in the Online Event.

### **Registering on behalf of another**

If you are registering on behalf of another person it is your obligation to make sure that the person attending is aware of these Terms and accepts them. By completing and submitting the registration form you are representing and warranting that you have made the person attending aware of these Terms and that they have accepted these Terms.

### **Changes to this policy**

These Terms apply to you from the date of publishing and until these Terms are superseded by a new version. We may update these Terms at any time for legal or regulatory reasons or to reflect changes in our Services or business practices. Any amended Terms will be posted on here.

### **Contact us**

We have done our best to explain things clearly for you in this document but if you have any questions, please let us know.

- For questions about registration or assistance with any registration problems, please contact us at [help@buildingthefuture.pt](mailto:help@buildingthefuture.pt).
- If you have any other questions, concerns, or complaints, you may contact us at [help@buildingthefuture.pt](mailto:help@buildingthefuture.pt). Our registered office address is Rua Dr. Augusto José da Cunha, No 11, 3o A 1495- 240 Algés, Portugal; company number is 508681766.

## **Part B – Terms of Use**

### **1. Access to Online Event**

We, in our discretion, and without any liability or obligation to refund, reserve the right to refuse participation to or to remove access to the Online Event anyone that we determine:

- is behaving in a manner that could disrupt, hinder or cause a nuisance to the Online Event or to the enjoyment of any other person or partner at the Online Event;
- represents a security or health & safety risk to the Online Event or to any person or partner; and/or
- fails to comply with, or is likely to fail to comply with, these Terms of Use or our Additional Policies (Part D); You agree to comply with all applicable laws in connection with your access to or participation in the Online Event.

### **2. Changes or cancellation of the Online Event**

We try to make sure that the Online Event programmes, speakers, topics, platform, format and dates are correct at the time of publishing. Circumstances beyond our control may necessitate substitutions, alterations, postponements, or cancellations to the content, format, themes, name, performers, hosts, moderators, venue, timing, platform or dates of the Online Event. We reserve the right to do so at any time and will not be liable to you for ANY cost incurred by you as a result.

We will endeavour to notify you as soon as reasonably practicable of any substitutions, postponements, or changes by posting the updated information on the Website.

**IF THE ONLINE EVENT IS POSTPONED, WE WILL PROVIDE YOU WITH ACCESS TO THE ONLINE EVENT AT A LATER DATE. NO REFUNDS WILL BE PROVIDED IF THE ONLINE EVENT IS POSTPONED.**

In the unlikely event of cancellation of the Online Event, our total aggregate liability to you is limited to the refund of paid fees that remain after credit card and payment processing fees have been incurred and deducted, and we will not be liable to

you for any expenditure, damage or loss incurred by you as a result of the cancellation.

### **3. Photography, audio and video recording**

By attending the Online Event you acknowledge and agree that where you choose to participate in Webinar elements of the Online Event you are giving imatch consent to store recordings for any of all webinars or video conferences that you join, if such recordings are in our systems. You will receive a notification (visual or otherwise) when recording is enabled. If you do not consent to being recorded, you can choose to leave the meeting or webinar. You agree to permit us, or any third party licensed by us, to use, distribute, broadcast, or otherwise globally disseminate your likeness, name, voice and words in perpetuity in television, radio, film, newspapers, magazines and other media now available and hereafter developed, both before, during and any time after the Online Event, and in any form, without any further approval from you or any payment to you. This grant includes the right to edit the media, the right to use the media (alone or together with other information), and the right to allow others to use or distribute the media.

### **4. Your attendance at the Online Event**

You are responsible for advising us at the time of making your booking regarding any special access requirements you require at the Online Event.

### **5. Third party links**

The Online Event or the Services may contain links to third parties and to contributions uploaded by participants, including videos, images, descriptions, links and other content. We are not responsible or liable to these third party sites, and you should review any terms and conditions when entering those sites or viewing their content.

### **6. Personal use only**

The Services and the Online Event are for your personal use only and may not be shared with individuals beyond your household. For the duration of the Online Event we grant you a limited, non-exclusive, non-transferable right to access the Services and view the Online Event. Except for this, no right, title or interest shall be transferred to you.

## **7. Usage terms**

Access to the Online Event and use of the Services requires compatible devices, and certain software (including third party software) may be required or may need updating, and your use of the Services and Online Event may be affected by the performance of these elements.

You must have a high speed internet connection in order to access the Online Event and Services. When accessing the Online Event or Services through a mobile network, your network or roaming network will apply fees for data usage.

## **8. Online Event App**

If you choose to complete an Online Event app profile, your profile will be discoverable and visible in the app to other Online Event users. By using the Online Event app you agree to the website terms and conditions and our privacy policy.

## **9. Intellectual property rights**

All intellectual property rights (“IP”) in and to the Online Event, the Online Event content, the Services and all materials distributed at or in connection with the Online Event are owned by us, our related companies, and/or the Online Event sponsors or speakers participating in the Online Event. You agree not to reproduce, modify, distribute, license, perform, publish, create derivative works from or use (except as authorised and in accordance with these Terms) the Online Event or the Services for any reason.

Nothing in these Terms shall vest in you any legal or beneficial right in or to any IP owned or used under licence by us or our related companies, or grant to you any right or licence to any other IP of us or our related companies. All such IP shall remain the exclusive property of us and our related companies.

It is strictly forbidden for any company, organisation, or person to attempt to host or organise any event in conjunction with, contiguous to or purporting to be related to the Online Event or its affiliates without the express prior permission and cooperation of us. We reserve their right to take such action (legal or otherwise), including a claim for damages as we, in our sole discretion, deem appropriate in the circumstances.

## **10. Acceptable Use**

When accessing and using the Website and its related subdomains you are prohibited from:

- violating any law, statute, ordinance or regulation;
- using the Services for any illegal purpose and you agree to use it in accordance with all relevant and applicable laws;
- promoting or providing information about illegal activities, promoting physical harm or injury against any group or individual, or promoting any illegal acts;
- uploading or transmitting through the Services any computer viruses, macroviruses, Trojan horses, worms or anything other harmful activity;
- overriding any security feature of the Website or jeopardise the security of your account or someone else's account (such as allowing someone else to log in to the Website or use the Services as you);
- interfering with the operation of, or places an unreasonable load on, the Website (such as viruses, denial of service attack or gaming algorithms);
- using manual or automated software, devices or other means or processes to access, scrape or crawl the Website or any content or information contained in it or the Services;
- engaging in 'framing', 'mirroring', or otherwise simulating the appearance or function of the Website;
- removing any copyright, trademark or other proprietary rights notices contained in or on the Website or from the Online Event;
- modifying, creating derivative works or copying or storing any significant portion of the Website or Online Event or any related technology (unless allowed by law or we expressly authorise);
- using filming equipment or other devices to record the Online Event;
- using the Website (or any part of it) in a manner which may result in; (i) the Website and/or the Online Event being interrupted, damaged, rendered less efficient or such manner designed to interfere with, interrupt or disrupt the normal operating procedures of a computer or Website; (ii) sharing any material which is unlawful,

libellous, abusive, obscene, pornographic, discriminatory, harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar invasive of another's privacy, hateful or otherwise objectionable, defamatory, offensive, or of an obscene or menacing character, or that may cause annoyance, inconvenience or needless anxiety; (iii) impairing the effectiveness or functionality of the Website or the Online Event; or (iv) violating or infringing the rights of any person, firm or company (including, but not limited to, IP, confidentiality and/ or privacy) of the Website;

- attempting to grant any unauthorised access to any part or component of the Website;
- copying or distributing any part of the Website in any medium without our prior written consent; and
- altering or modifying any part of the Website other than as may be reasonably necessary to use the Website for its intended use; or
- reverse engineering, decompiling, disassembling deciphering or otherwise attempting to obtain the source code or underlying ideas or information of or relating to the Website or any related technology, or any part thereof unless allowed by law;
- Compromising the security of the Services such as transmitting viruses, malware or destructive code;
- Attempting to circumvent restrictions on access or usage;
- Tampering with the Services or accounts of users such as hacking;
- harvesting, gathering or sharing private information from the conference, Services or accounts of its users without consent; or
- Partaking in hostile activities aimed at damaging the conference, Services or accounts of its users.

We may terminate or restrict your use of our Services if you violate these Terms or are engaged in illegal or fraudulent use of the Service.

## **11. Your Contribution and Messages**

### **Messages**

We may permit you to send messages and other communications to us or to other users via the App and/or Website (“Messages”). You are solely responsible for your Messages and the consequences of sending them, and expressly release us and agree to hold us harmless, from all and any liability arising from your Messages. You grant us (and we accept) a global right to use, store, and reproduce your Messages for the limited purpose of facilitating sending them to your chosen recipients (and we may also use third party service providers to facilitate the sending of your Messages). You represent and warrant that your Messages will not infringe any third party right of others. You acknowledge and agree that the provisions of our Content Guidelines and Anti-Harassment policy shall also apply to Messages that you send.

### **Your Contribution**

We may permit your sharing and publishing of Your content to the Online Event subject to these Terms and Conditions and our Privacy Policy (“Your Contribution”) and you grant us a worldwide, irrevocable, non-exclusive, royalty-free, perpetual right to use Your Contribution on in relation to the Services. You understand that you are responsible for Your Contribution and it may be publicly available and You agree to waive any moral rights in Your Contribution. We have discretion whether to publish your Your Contribution and we reserve the right without further notice to you, to monitor, censor, edit, remove, and/or delete any and all of Your Contribution at any time which we believe to be in violation of these Terms of Use, our Content Guidelines and our Anti- Harassment policy. We reserve the right to access, read, preserve and disclose any Your Contribution or any other information that we obtain in connection with the Services as we reasonably believe is necessary to: (i) satisfy any applicable law, regulation, legal process, subpoena or governmental request; (ii) enforce this Agreement, including investigation of potential violations of it; (iii) detect, prevent or otherwise address fraud, security or technical issues; (iv) respond to your user support requests; or (v) protect the rights, property or safety of us, our users or the public.

You are not permitted to engage in or attempt to engage in any activity in breach of the Terms of Use, this includes:

- Impersonating or misrepresenting an individual or entity in a manner that is considered misleading or deceptive;



- Partaking in activities that are considered fraudulent, unlawful or false, such as scams;
- Using our site in any way that breaches any applicable local, national or international law or regulation;
- Sending mass solicitation material without intent or purpose, such as spam;
- Knowingly transmitting any data, or sending or uploading any material, that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
- Knowingly sending, receiving, uploading, download, using or re-using any material that does not comply with our content standards;
- Violating the privacy of individuals, or distributing confidential or personal information relating to individuals;
- Violating or infringing any intellectual property or proprietary rights of individuals or entities, including but not limited to copyrights. You may not use your username, display name, or profile bio to engage in any practice prohibited by these Terms and Conditions.

## **12. Warranties**

To the extent permitted by the applicable law, we disclaim all warranties or conditions, either express or implied, or any part of them in respect of any aspect of the Online Event or any related materials. You acknowledge and agree that in accepting these Terms you have not relied on any representation or warranty that is not expressly included in these Terms and you agree that you shall have no remedy in respect of any misrepresentation which has not become a part of these Terms.

The Online Event (including but not limited to: videos, transcripts, audio etc.) is made available AS IS and imatch do not offer any warranty of any kind, or represent that the Online Event will be accurate, complete, or error-free. We are not liable for the usage of, implementation of, impact from, or communication of the ideas presented in any element of the Online Event.

### **13. Limitation of Liability**

You acknowledge and agree that views expressed by speakers at or in connection with the Online Event are their own and we do not accept any responsibility or liability for any advice given or views expressed during or in connection with the Online Event.

Materials shared or distributed at or in connection with the Online Event are intended for information purposes only and should not be relied upon by you or others. We and our related companies do not provide any guarantees, conditions or warranties that the materials are complete or accurate and do not accept any responsibility or liability for reliance by you or any person on any aspect of the Online Event and/or any information provided at the Online Event.

To the fullest extent allowed by applicable law:

(a) we and our related companies shall not be liable to you whether in contract, tort (including for negligence), misrepresentation, restitution or otherwise for any loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of income; loss of opportunity; loss of or damage to goodwill; loss of use or corruption of software, data or information; and/or similar losses or pure economic loss, or for any indirect or consequential loss, costs, damages, charges or expenses however arising under or in connection with the performance or contemplated performance of the Terms, even if we had been advised of the possibility of same in advance; and

(b) subject to paragraph (c) (below), our total aggregate liability in contract, tort (including negligence), misrepresentation, restitution or otherwise, arising under or in connection with the performance or contemplated performance of the Terms is limited to the total amount paid by you to us for your ticket to participate and access the Online Event, after the payment of any processing fees or bank charges applicable.

(c) Nothing in these Terms purports to exclude or limit liability for any fraudulent statement or act or in respect of any liability that cannot be excluded or limited under applicable law.

### **14. Indemnity**

You agree to defend, indemnify, and hold us, our related companies, affiliates, subsidiaries, joint ventures, third-party service providers, and our respective employees, contractors, agents, officers, and directors harmless from all claims, liability, damages, losses, costs and expenses, including legal fees, that arise out of or are related to any breach of the Terms by you or any other liabilities incurred by us arising out of your attendance or participation or access to the Online Event.

## **15. Survival**

The clauses of these Terms which by their nature should survive if the Agreement between you and imatch is terminated, shall survive such termination. If any provision or provisions of these Terms shall be held to be unenforceable invalid or illegal, the validity, legality and enforceability of the remaining provisions shall remain in effect and full force.

## **16. Force majeure**

It is possible that the Online Event and/or some of the Services may not be available may not be available at any given time due to (a) power or server outages or issues (b) update or maintenance periods (c) as a result of a war, acts of God, flood, drought, earthquake or other natural disaster; (d) epidemic or pandemic; (e) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (f) nuclear, chemical or biological contamination or sonic boom; (g) any law or any action taken by a government or public authority; (h) collapse of buildings, fire, explosion or accident; (i) any labour or trade dispute, strikes, industrial action or lockouts; (j) non-performance by suppliers or subcontractors; (k) interruption or failure of utility service and/or (l) electronic or communications failure. We will take reasonable efforts to provide you with notice of interruption to the Services or Online Event. Where the Services are unavailable for reasons beyond the control of imatch, we shall have no liability to you.

We are not liable if the Online Event is, in whole or in part, cancelled, rescheduled or postponed, or for any failure or delay to perform our obligations under these Terms, if such event results from anything beyond our reasonable control (for example (a) power or server outages or issues (b) update or maintenance periods (c) as a result of a war, acts of God,

flood, drought, earthquake or other natural disaster; (d) epidemic or pandemic; (e) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (f) nuclear, chemical or biological contamination or sonic boom; (g) any law or any action taken by a government or public authority; (h) collapse of buildings, fire, explosion or accident; (i) any labour or trade dispute, strikes, industrial action or lockouts; (j) non-performance by suppliers or subcontractors; and (k) interruption or failure of utility service, (l) electronic or communications failure or anything else that renders performance of the Online Event, in whole or in part, impracticable, illegal or impossible.

## **17. Governing law and jurisdiction**

This interpretation, formation and operation of the Terms and all non-contractual obligations arising from or connected with them shall be governed by and construed in accordance with, and all disputes between the parties arising out of or in any way relating to the Terms or any disputes between the parties in any way connected with the subject matter of these Terms (whether contractual or non-contractual) shall be governed by, the laws of Portugal.

Each of the parties submits to the exclusive jurisdiction of the Lisbon district court.

We do not offer Alternative Dispute Resolution (ADR), including through the European Commission's Online Dispute Resolution Service. If you have a complaint please contact us at [help@buildingthefuture.pt](mailto:help@buildingthefuture.pt).

Nothing contained in the Terms shall limit our right to bring enforcement proceedings in another jurisdiction or to seek interim, protective or provisional relief in the courts of another jurisdiction.

## **18. Some final terms**

These Terms (including our privacy policy) contain the entire agreement and understanding between us in respect of all matters which are referred to herein and supersede any prior, written or oral agreement between us relating to such matters. You confirm that in agreeing to accept these Terms you have not relied on any representation that is not expressly included

herein and you agree that you shall have no remedy in respect of any misrepresentation which has not become a part of these Terms. However, nothing in these Terms purports to exclude liability for any fraudulent statement or act.

If a court with jurisdiction over these Terms finds that any part of these Terms is wholly or partly unenforceable, you and us agree that where possible, the court should modify the terms to make that part enforceable while still achieving its intent. If the court cannot do that, you and us agree that the court should not have regard to that unenforceable part but still enforce the rest of these Terms.

If we fail to insist that you perform any of your obligations under these Terms or we do not act or delay in acting to in exercise a right or remedy provided by these Terms that does not mean we have waived our rights or remedies against you and will not mean that you do not have to comply with your obligations.

These Terms are personal to you. You agree not to assign or transfer your rights or obligations under these Terms to anyone else without receiving our prior written consent. We may assign or transfer these Terms without your consent by providing you with notice.

You and us agree that no agency, partnership, joint venture, or employment is created as a result of these Terms and you do not have any authority of any kind to bind us in any respect.

You agree that the only way you can provide us with a legal notice is at the address(s) set out in Part A above (our Registered Address). We will send all information related to the Online Event and Services in electronic form only such as the email address you have provided us on registration. To the extent allowed by law, the English language version of the Terms is binding and any translations are for convenience only.

You agree that the Online Event is intended for informational, entertainment and networking purposes only. The Services or the Online Event do not constitute legal, financial, professional, medical or tax advice and cannot be used for such purposes. You acknowledge that all information and content accessed by you using the Services and the Online Event is at your own risk. We do not endorse or recommend

any Party participating in the Online Event. We expressly disclaims any liability or responsibility for usage of, implementation of, impact from, or communications of the ideas or discussions presented by any Attendee, speaker or other participant at the Online Event.

In these Terms:

- a reference to the Terms includes all its parts described in Part A, and includes any amendment to or replacement of them;
- headings are for reference purposes only and do not form part of the Terms;
- a reference to a statute, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- the singular includes the plural, and vice versa; and
- “includes”, “including”, “for example”, “such as” and similar terms are not words of limitation.
- If you are a consumer, nothing in these Terms excludes any of your applicable consumer or other statutory legal rights that cannot be waived.
- If an individual purchases a general Attendee ticket before purchasing a start-up ticket we reserve the right to grant a full, partial, or no refund at our sole discretion.

## **Part C – Attendee terms**

### **Tickets and pricing**

You will find details of attendee ticket pricing and fees for the Online Event [here](#). Ticket prices for the Online Event are correct at the time of publication.

We reserve the right to change the ticket prices at any time but any changes will not affect tickets that have already been purchased.

A valid ticket entitles you to access the Online Event as an Attendee online.

### **Delivery**

Once a successful ticket transaction has been completed, tickets are delivered in electronic soft-copy via email to the email address nominated by the Attendee. For some ticket types it may be necessary to complete required information such as the Attendee name, Company name, Job role or I am looking for, before the tickets can be issued.

The ticket acts as a receipt for the transaction and can be used to gain access to the Online Event listed on the ticket. The ticket reference number can be used to access the register and access the Online Event platform.

All tickets must be assigned to an Attendee, and all Attendee details must be complete within 30 days of receipt of your ticket. For the avoidance of doubt, this includes name, company name, company sector, what is your area of expertise, what is your job title, I am looking for. Ticket reassignment is permitted.

### **Discounts**

We are not obligated to offer any discounts for the Online Event and reserve the right to change or withdraw a discount offer at any time in our sole discretion.

### **Ticket name changes**

Ticket name changes are permitted.

### **Refund and cancellation**

Your ticket remains our property and is a personal revocable license, which may be withdrawn, and access to the Online Event may be refused at any time upon a refund of the printed registration price.

If you are eligible under applicable law to avail of a right to cancel your purchase of a ticket within 14 days without giving any reason and to receive a reimbursement of payments, you need to notify us in writing of your decision to cancel your Online Event ticket within 14 days of the day the contract for distance selling was concluded. The refund will be made in the same form as the original payment was received (for example, a credit card payment will refund to the same credit card account number). However, you acknowledge that when you purchased a ticket to the Online Event you agreed to the immediate download of digital content and that if you access

the Online Event, the Services or any digital content you lose your right to withdraw.

All purchases of digital passes are non-refundable in their entirety after the end of this 14 day 'cooling off' period or immediately following your access of the Online Event, Services or any digital content. You acknowledge that all refunds are subject to deduction of a €10 or as otherwise advised (depending on the currency of your original transaction).

Our free and subsidised ticket promotions sometimes include a processing fee. This processing fee is non-refundable in its entirety.

If an individual purchases an Individual Digital Pass or Group Digital Pass ticket before purchasing a start-up ticket, we will not grant a full refund when the Individual Digital Pass or Group Digital Pass ticket price has increased beyond the start-up ticket price.

### **No reselling**

The tickets you purchase are for your own personal use and may not be resold under any circumstances, including but not limited to use as part of any promotion or competition. This includes subsidised tickets.

Reselling or otherwise transferring your ticket, not in accordance with the Terms, will void the ticket and the ticket holder will not gain access to the Online Event. Where there has been any resale or attempted resale of any tickets (or any other breach of this term), we reserve the right to cancel the relevant tickets with immediate effect.

We reserve the right to cancel any ticket purchase made by any person or body whom we reasonably believe to be associated with any ticket reselling or ticket broker.

### **Age limitation**

You must be 18 years of age to use the Services. Minors may only use the Services under the supervision of an adult and must send us a disclosure authorization statement and personal data processing, subscribed by the legal representative.



## **Part D Additional Terms**

- Your use of our Services are also subject to the following policies which govern your access to and use of the Website and the App available:
  - [Privacy Policy](#)