

# TERMS AND CONDITIONS SX TECH EU 2022 BERLIN

## 1. General provisions, definitions

- 1.1. These regulations constitute the general terms of the agreement within the framework of conference Sx Tech conference by Sx Tech eu Gmbh I.G represented by Aleksandra Miedzynska, address: Berlin, Lohmühlenstraße 65, 12435.
- 1.2. The terms used herein, capitalized mean:
  - 1.2.1. **Organizer** - Sx Tech Conference by Sx Tech eu Gmbh I.G represented by Aleksandra Miedzynska. Address: Lohmühlenstraße 65, 12435 Berlin. Email Address: ola@sxtech.eu
  - 1.2.2. **Conference** - held by the Organizer of Sx Tech Conference by Sx Tech eu Gmbh I.G, which will take place in virtual space hosted and owned on the website and servers infrastructure of the organizer - <https://sxtech.eu/> on the August 31th 2022 and physical space, address: Napoleon complex, Modersohnstraße 35-45, 10245 Berlin.
  - 1.2.3. **Regulations** - the present document constituting the general conditions of the Agreement;
  - 1.2.4. **Exhibitor** - a natural person, legal person or entity without legal personality, which conducts business activity: related to sex tech, wellness or health industry, in particular providing services, whose offer is addressed to operators of health, fem tech or sex tech industries or who in the course of its business intends to start running or managing an fem/tech/sex tech/deeptech business or making offers to entities engaged in these activities;
  - 1.2.5. **Pavilion** - rental space organized as “exhibitor space”;
  - 1.2.6. **Stand** - an exhibition space “booth” located in the Pavilion;
  - 1.2.7. **Agreement** – an agreement concluded on the terms specified in the Regulations between the Organizer and the Exhibitor, defining the rights and obligations of the Organizer and the Exhibitor;
  - 1.2.8. **Conference Website** - made available by the Organizer on the Internet at <http://www.sxtech.eu> website enabling inter alia conclusion of the Agreement between the Organizer and the Exhibitor;
  - 1.2.9. **Visitor** - a natural person who is neither an Exhibitor nor a representative of the Organizer, but who is present in the Pavilion during the Conference.
  - 1.2.10. **Additional Services** - above-standard benefits provided by the Organizer not falling within any of the categories of Stands, individually agreed with

the Exhibitor, in particular as to their scope and remuneration payable to the Organizer.

## 2. Obligations of the Organizer

- 2.1. Organizer provides Exhibitors on the terms specified in the Regulations, stands in a category chosen by the Exhibitor, on the terms specified in the Regulations. The organizer offers the following categories of Stands:
  - Stand "Regular Expo Space (4 x 4m)"
  - Stand "Networking Zone Area (14.5 x 11m)"
  - Stand "VIP Booking Area (12.5 x 10m)"
  - Stand "Startup Space (2 x 2m)"
  - Stand "VIP Expo Space (8 x 8m)"
  - Stand "Biz Expo Space (4 x 8m)"
- 2.2. Within the Stand "Regular Expo Space (4 x 4m)", for the duration of Conference the Organizer allows Exhibitors to use:
  - 2.2.1. (chosen by individual order - available on [www.sxtech.eu](http://www.sxtech.eu) **rental space or rental space + "exhibitor booth" with package delivered with chosen marketing features**)
  - 2.2.2. 2 logo of the Exhibitor placed on the server owned by the Organizer
  - 2.2.3. 4 technical support service,
  - 2.2.4. The possibility of placing a customized **Stand "exhibitor booth"** surface as referred to in point. 2.2.1. By extension of space and features available on [www.sxtech.eu](http://www.sxtech.eu) and the advertising by the Organizer support
  - 2.2.5. access to the connection of the infrastructure of the Conference
- 2.3. The Organizer allows Exhibitors to receive Additional Services related to the Conference, provided that the scope of Additional Services and remuneration payable to the Organizer is previously agreed. To order Additional Services, please contact the Organizer by email (address indicated in Section 1.2.1 of the Regulations).

## 3. Conclusion of the Agreement with the Organizer

- 3.1. The Agreement with the Organizer, the subject of which is to use during the Conference one or more Stands - or to allow to conduct one or more marketing services, as well as the possibility to use, on separately agreed terms, the Additional Services, is concluded in electronic form, through the Conference Website.
- 3.2. The condition of conclusion of the Agreement, as referred to in paragraph. 3.1. is:
  - 3.2.1. Choosing by the Exhibitor at least one Stand or Pavilion, whereas the selection of Stand or Pavilion Exhibitor carries out with the help of the application provided by the Organizer as part of the Conference Website,
  - 3.2.2. filling out the registration form,
  - 3.2.3. acceptance of the Terms and Conditions Sx Tech Eu Conference 2022.
- 3.3. The Agreement is concluded at the time of acceptance of the Regulations, which completes the Exhibitor's registration process.

## 4. Remuneration

- 4.1. Organizers under the Agreement shall be entitled to remuneration in the amount specified in the current price list available on the [www.sxtech.eu](http://www.sxtech.eu) Website.
- 4.2. Upon the conclusion of the Agreement the Exhibitor is obliged to pay to the Organizer for services provided by the Organizer under the Agreement, including the Stand, Pavilion and Additional Services.
- 4.3. The remuneration is the sum of the products of the number selected by the Exhibitor Stands and/or Pavilion and their rates specified at the date of conclusion of the Contract price list available on [www.sxtech.eu](http://www.sxtech.eu) Website.
- 4.4. Exhibitor informs that the prices of Stands and Presentations are dependent on tranche pricing, within the scope of which the Exhibitor enters into an Agreement, in accordance with the principle that the later signing of the contract, the higher the price. The price changes do not apply to contracts concluded before the announcement of price list changes on the Conference Website.
- 4.5. Upon conclusion of the Agreement, the Organizer will send to the Exhibitor's email address provided during registration proforma invoice, whereas after the payment Organizer issues and sends invoice to the email address provided during registration.
- 4.6. The Exhibitor is obliged to make the payment to the account of the Organizer indicated on the proforma invoice within 5 (five) working days from the date of conclusion of the Agreement.
- 4.7. In the absence of payment in total on schedule as referred to in paragraph 4.6., the Agreement is terminated with immediate effect, without notice to the Exhibitor, by sending an email to the email address of the Exhibitors provided during registration on the Conference Website. The Exhibitor is not entitled to any claims in this respect.
- 4.8. The payment date shall be the date of the acceptance of the bank account of the Organizer.
- 4.9. Exhibitor authorizes the Organizer to issue VAT invoices and proforma VAT invoices electronically and transmit them as a file in PDF format, to the email address of the Exhibitor provided during registration on the Conference Website.
- 4.10. Exhibitors who failed to make timely payment of all remuneration due to the Organizer are entitled to conclude another Agreement with the Organizer, but only within successive tranche pricings. However, if the previous Agreement was concluded in the last tranche pricing the Exhibitor is entitled to its conclusion at the same tranche.

## 5. Termination of the Agreement

- 5.1. Each Exhibitor may, without giving any reason, terminate the Agreement in writing, without notice within a 3-week notice before the 31st August 2022.
- 5.2. In the event of termination of Agreement by the Exhibitor by 30 July 2022, payment already made shall be settled as follows: the Organizer returns 50% (fifty percent) of the advance payment made, while retaining the remaining 50% (fifty percent) of the advance payment made.

percent) as a fee for making the Exhibitor's profile available on www.sxtech.eu Website and marketing services.

- 5.3. In the event of termination of Agreement by the Exhibitor after 30 July 2022, the Organizer does not return the payment made, whilst retains 100% (one hundred percent) of the amount paid as a fee for making the Exhibitor's profile available on www.sxtech.eu Website.
- 5.4. The Organizer reserves the right to cancel the Conference for reasons beyond its control, especially because of the insufficient number of participants, and also due to reasons of force majeure (outbreak of an epidemic or pandemic shall be treated as a case of force majeure). The organizer reserves the right to provide new conference dates up to 3 weeks before the change.
- 5.5. Exhibitors will be notified on cancellation or postponing of the Conference by an email sent to the address given by the Exhibitor during the registration through the Conference Website.
- 5.6. In case of cancellation of the Conference, the Agreement shall automatically terminate and Exhibitors have a claim for the payment made, in total.
- 5.7. In case of postponing of the Conference to the new date, the Exhibitor has the right to claim 50% of payment made and terminate the Agreement or the Exhibitor can move the service to the next announcement dates with no extra fees (Exhibitor and Organizer will sign appendix to the Agreement stating the conditions of amendments).
- 5.8. In case of cancellation of the Conference the Organizer is not liable for damages towards the Exhibitor.
- 5.9. The Organizer reserves the right to terminate this Agreement immediately in case according to unfettered evaluation of the Organizer, the activity led by the Exhibitor is not within the framework of the activities referred to in section. 1.2.4. of Regulations. In that case, the Organizer will inform the Exhibitor on termination of the Agreement by sending an email to the address provided by the Exhibitor in relation with registration through the Conference Website and the Exhibitors have a claim for the payment made in total.
- 5.10. The Organizer reserves the right to terminate the Agreement within 10 days from the date of its conclusion without giving any reason. The provisions of paragraph 5.9, second sentence shall apply accordingly.

## **6. Liability of the Organizer**

- 6.1. Subject to the provisions of paragraphs 5.5 to 5.9 the Organizer shall be liable for non-performance or improper performance of the Agreement, only to the amount of the actual damages suffered by the Exhibitor limited to the amount paid by the Exhibitor as a remuneration.
- 6.2. The Organizer is not liable for lost profits of the Exhibitor.
- 6.3. The Organizer is not liable for any damage caused to Exhibitors by other Exhibitors or other third parties.

- 6.4. The Organizer specifically is not liable for any of the things left by the Exhibitor at the Pavilion, in particular at the Stand, including for any loss or damage.

## **7. The terms of use of the Stand**

- 7.1. Exhibitor may not use the Stands in a manner inconsistent with their purpose, in particular may not: use jointly within the Stands devices with a total power consumption greater than the power connections of the power made available within the Stands, place within the Stands a roll up or advertising wall with dimensions larger than those laid down for the Stand of a given category. Advertising wall can be placed only in the back of the Stands. It is prohibited to use coffee machines within the Stand.
- 7.2. In order to arrange, the Stands Organizer provides the Exhibitor with Stand on **August 30th, 2022 from 12.00 PM** and on the day of the Conference at 2 (two) hours before the commencement of the Conference on **August 31st from 7:30am**.
- 7.3. The Exhibitor cannot proceed with the dismantling of the Stand before **7:00 PM on August 31st**.
- 7.4. Exhibitors may use any number of Stands.
- 7.5. The Exhibitor can use only one Stand to promote a product (good or service), whereas by promotion should be understood presenting an offer of a product or service; by a single product or service must be understood a group of products or services offered by the Exhibitor under one brand (trademark which constitutes a distinctive sign).
- 7.6. The Exhibitor must deconstruct its booth completely on **August 31st, 2022 by 10:00 PM**. The Exhibitor must remove all promotional materials, stands, merchandise or goods brought to the Pavilion by him or persons authorized by them by 10.00 PM.
- 7.7. In the case of the remaining items referred to in point. 7.6. on the Stand or in any other place in the Pavilion, the Organizer will remove these things at the expense of the Exhibitor and store them at the Exhibitor's expense and risk.
- 7.8. Subject to the provisions of point. 8, any activity of Exhibitors within the Conference, and in particular the promotional and marketing should take place only at the Stand of the Exhibitor. Any activity for promotion and marketing outside the Exhibitor's Stand is only possible on the basis of a separate agreement with the Organizer, concluded in writing, under pain of nullity.
- 7.9. Upon completion of the Conference the Exhibitor is obliged to return all items that constitute the equipment of Stands without deterioration exceeding the effects of normal use.

## **8. Contractual Penalties**

- 8.1. In the event of a breach by the Exhibitor of the provisions of paragraphs. 7.1. Exhibitor pays to the Organizer, on first call, a contractual penalty of 50% of the payment mentioned in paragraph 4.1 of the Regulations, for each act of breach.

- 8.2. In the event of a breach by the Exhibitor of the provisions of paragraphs. 7.3. Exhibitor pays to the Organizer, on first call, a contractual penalty of 25% of the payment mentioned in paragraph 4.1 of the Regulations, for each act of breach.
- 8.3. In the event of a breach by the Exhibitor of the provisions of paragraphs. 7.5. Exhibitor pays to the Organizer, on first call, a contractual penalty of 25% of the payment mentioned in paragraph 4.1 of the Regulations, for each act of breach.
- 8.4. In the event of a breach by the Exhibitor of the provisions of paragraphs. 7.6. Exhibitor pays to the Organizer, on first call, a contractual penalty of 50% of the payment mentioned in paragraph 4.1 of the Regulations, for each act of breach.
- 8.5. In the event of a breach by the Exhibitor of the provisions of paragraphs. 7.8. Exhibitor pays to the Organizer, on first call, a contractual penalty of 50% of the payment mentioned in paragraph 4.1 of the Regulations, for each act of breach.
- 8.6. The Organizer reserves the right to seek damages in the amount exceeding the amount of contractual penalties.

## **9. Exhibitor's profile within the Virtual Catalogue of Exhibitors**

- 9.1. The Organizer, as part of remuneration as referred to in point. 4, provides Exhibitors within the Conference Website Exhibitor's profile available for users of the website.
- 9.2. The Exhibitor undertakes to complete the profile with all the information required by the Organizer, in particular, submit a logo to the profile, information about its business, as well as prepare and put in the profile the information on the special offer for Visitors.
- 9.3. The Organizer reserves the right not to make the Exhibitor's profile available to the users of the Conference Website if the Exhibitor fails to perform any of the duties set out in point. 9.2.
- 9.4. The data submitted by the Exhibitor as part of the profile, ie. name, logo and description of the activities will be presented by the Organizer in the Virtual Catalogue of Exhibitors accessible on the Conference Website.
- 9.5. Exhibitor upon the conclusion of the Agreement grants the Organizer free, permanent territorially unlimited license starting from the date of conclusion of the Agreement to use the materials placed within Exhibitor's profile to promote Conference, including its further editions, the media, in particular in the press, radio, television, within the Conference Website, in transmissions directed to the general Internet users by any means of communication within the network, in email messages, as well as to promote the activities of the Organizer within the scope described above. The Exhibitor can cancel the license by notifying the Organizer in writing (email is stated in point. 1.2.1 of this Agreement).
- 9.6. Exhibitor's profile will be removed from the Virtual Catalogue of Exhibitors immediately after termination of the Agreement.

## **10. The activities of third parties**

- 10.1. The Conference Organizer is the sole administrator of the Pavilion and grants access to its area only to Exhibitors and their authorized representatives, Visitors and Organizer's own employees and associates.
- 10.2. Staying at the Pavilion during the Conference of persons other than Exhibitors, their authorized representatives, Visitors and employees or associates of the Organizer is prohibited.
- 10.3. Subject to paragraph 7.8, running at the time of the Conference in the Pavilion of any business, promotional information, including sale or provision of services for Exhibitors or Visitors, paid or unpaid, requires the prior written under pain of nullity consent of the Organizer.
- 10.4. Taking pictures and recording video at the Pavilion during the Conference outside of the Exhibitor's Stand area requires the prior written under pain of nullity consent of the Organizer.

## **11. Jurisdiction**

- 11.1. Any disputes between Exhibitors and Organizer will be solved amicably, and if there is no agreement between them, the dispute will be settled by court of law competent *ratione loci* for the Organizer.

## **12. Governing law**

- 12.1. The governing law shall be the Law of Germany.

## **13. Entry into force and amendments to the Regulations**

- 13.1. Regulations come into force on 8th December 2021.
- 13.2. The Organizer reserves the right to change the Regulations, whereas the revised Regulations will apply to contracts concluded before the entry into force of the amendments only in case the Exhibitor agrees to that.
- 13.3. Amendments to the Regulations come into force on the date of their publication on the Fair Website.