

# UPGKADE 100

# **Terms and Conditions**

These terms and conditions set out the rules for the registration for IQ Digital by UPGRADE 100 or any other related Link2Online events and the terms and conditions for the attendance at the above mentioned events.

Link2Online serves the right to change these terms and conditions at any time. Any amended terms and conditions will be posted on this website. Applicable from November 20, 2021.

# 1. Definitions:

Website: the IQ Digital website (https://iqdigital.ro/

**Link2Online:** is the official organizer of the IQ Digital, Romanian registered company, headquartered in Bucharest, 17C Sevastopol Street, apt. 27, sector 1.

**You**: means every legal entity or natural person that enters into an agreement with Link2Online by purchasing a Ticket and/or registration for an Event.

#### 2. Terms and Conditions

1. Deviations from these Terms and Conditions shall only apply when agreed in writing between You and Link2Online. The applicability of any of your purchasing or other general terms and conditions is expressly rejected, unless agreed otherwise by Link2Online in writing. By purchasing a Ticket or registering for an Event You agree to comply with and be bound by these Terms and Conditions.

2. Link2Online has provided You with these Terms and Conditions before concluding the Agreement. The Terms and Conditions can be consulted via the Website: <u>https://iqdigital.ro/terms\_conditions</u>

#### 3. Declaration of Consent

I hereby give my consent for Link2Online to collect, process and use my personal data for the purposes of processing the purchase of my ticket and for any other use to which I have consented, including the importation of contact information for which I have provided my explicit prior consent.

#### 4. Conclusion of Agreement



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By clicking the button "Order Confirmation" and introducing a Payment method option, you will complete the Ticket Purchasing Process on the Website. Therefore, you conclude an agreement with Link2Online for the purchase of a Ticket. Therefore, it is necessary that You have filled in all necessary fields on the order form and have accepted these Terms and Conditions.

You hereby give your consent for the mandatory and voluntary data collected from you in the course of purchasing and for registering for tickets sold by Link2Online, via its agreed ticketing partner, OveIt or any other ticketing platform, used for this purpose solely.

If the data entered on the order form is not correct or Link2Online has doubt about the validity or correctness of the data, Link2Online may contact You with the help of the data entered by You. If Link2Online cannot reach You and thus cannot verify the data, Link2Online may cancel the reservation.

You further give your permission for your user account details to be stored. You acknowledge that You may provide Link2Online a reasonable timeframe to remove your details at any time that you no longer wish them to be stored. You acknowledge and accept that your data will be used for commercial purposes in accordance with this Data Protection Policy and Privacy Notice and will be retained and stored for this purpose. Should you wish your data to be removed you must request Link2Online to do so in writing. Requests will be processed within a 30-day period.

Requests can be emailed to <u>community@upgrade100.com</u> or addressed to: UPGRADE 100 Executive Director, Link2Online, 17C Sevastopol Street, apt.27, Sector 1, Bucharest.

# 5. General Event Policy

Link2Online is not responsible for any loss or damage of any kind incurred as a result of substitution, alteration, cancellation or postponement of an Event. In the case of an unexpected incident or force majeure, Link2Online reserves the right to make changes to the date and time for all parts of the Event at least one (1) week prior to the Event. In the case of rescheduling of an Event, You may return your Ticket(s) before a deadline set by Link2Online, however, preferably immediately after the announcement of the new Event date. After the deadline has expired, Link2Online will not be obligated to reimburse any registration fees.

Link2Online reserves the right to make changes to the Events at a date less than one week before the Event if there is a justified reason to do so, such as unexpected problem with the venue, or if a speaker is prevented from participating. Please note that while speakers and topics are confirmed at the time of publishing, circumstances beyond the control of Link2Online may necessitate substitutions, alterations or cancellations of the speakers and/or topics. As such, Link2Online reserves the right to alter or modify the advertised speakers and/or topics if necessary without any liability to You whatsoever. Any substitutions or alterations will be updated on the UPGRADE 100 Website as soon as possible.



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### 6. Intellectual Property

The possession of a Ticket or admission to an Event does not grant you permission to use any intellectual property, including logo, website, trademark or any other proprietary right of UPGRADE 100 or any third party, such as other guests or speakers at an Event.

# 7. GOVERNING LAW & DISPUTES

The Agreement between You and Link2Online, these Terms and Conditions, the Data Protection Declaration and Privacy Notice are exclusively governed by the Romanian law.

Any dispute arising from the Agreement, these Terms and Conditions or the Data Protection Declaration and Privacy Notice will be submitted to the competent Romanian Courts.