

## EAGE TERMS AND CONDITIONS FOR REGISTRATION

### 1. Definitions

In these Terms and Conditions, the following terms (in so far as written with a capital letter) are defined as follows:

- 1.1. **Agreement:** the agreement between EAGE and Participant concerning the Participation of Participant in the Event(s), to which agreement these Terms and Conditions apply and are an integral part of.
- 1.2. **EAGE:** the legal person as mentioned in the Agreement and/or Registration (co-)organizing the Event(s).
- 1.3. **Event:** course, conference, exhibition, field trip, workshop, e-learning modules, a combination of foresaid or any other event organized by or in cooperation with EAGE.
- 1.4. **Format:** the manner in which the Event is organized, such as on-site, on-line or a combination of both.
- 1.5. **Participation/Participating:** the act of attendance and/or taking part in an Event, either online by digital means or physically on location/site.
- 1.6. **Participant:** the natural or legal person Participating in the Event(s).
- 1.7. **Registration:** valid registration entitling Participant to Participate in the relevant Event(s).
- 1.8. **Registration Fee(s):** the amount(s) owed by Participant to EAGE for attending or taking part in the relevant Event(s).
- 1.9. **Terms and Conditions:** these EAGE Registration Terms and Conditions.
- 1.10. **Third Parties:** the natural or legal persons who are involved in some way, either directly or indirectly, in (the (co-)organizing of) the Event(s).
- 1.11. **Writing:** written documents on paper (letter and fax) or digital (e-mail).

### 2. Applicability

- 2.1. These Terms and Conditions apply to all (acts implementing) agreements, registrations and other (juristic) acts between EAGE and Participant regarding Events, including the actual Participation in Events.
- 2.2. Deviations from these Terms and Conditions are only valid if they are explicitly agreed upon in Writing between EAGE and Participant and relate only to the Agreement or other (juristic) act specifically referred to.
- 2.3. In the event that one or more stipulations of the Agreement to which the Terms and Conditions apply deviate(s) from the Terms and Conditions, the stipulations of the Agreement shall prevail, unless the relevant stipulation of the Agreement expressly states otherwise.
- 2.4. The Terms and Conditions also apply to activities and (juristic) acts of Third Parties engaged by EAGE for the purpose of the Event.

### **3. Registration procedure**

- 3.1. Participant has to register through the regular registration channels via EAGE's website or otherwise as may be indicated by EAGE. Certain ways of registrations may be subject to additional (administration) fees.
- 3.2. Participant warrants to EAGE that the data supplied with the registration, including the data regarding Participant's duly authorized representative, contact and personal information, as the case may be, are correct. Any incorrect data or unauthorized signatures are at the expense and risk of Participant.
- 3.3. EAGE will process personal data of Participant in accordance with EAGE's Privacy Policy, which can be consulted on EAGE's website.
- 3.4. EAGE reserves the rights (1) to refuse entering into an Agreement with Participant, (2) to cancel a Registration, (3) to refuse Participant Participation in an Event or (4) to terminate an Agreement, for instance in case EAGE questions the eligibility, age and/or personal condition of Participant for the Event concerned or if Participant has an outstanding balance on accounts due to EAGE and/or its affiliated companies.
- 3.5. An Agreement is established as soon as EAGE has received the relevant registration form, correctly and fully filled in and duly signed back, or as soon as the online registration procedure has been correctly completed, without prejudice to clause 3.4.

### **4. Undertakings and deadlines**

- 4.1. Participant undertakes to abide by the Agreement, these Terms and Conditions, and all directions, instructions, public standards and morality in connection with (the nature of) the Event and/or as indicated or stipulated by EAGE and/or Third Parties. This shall include – among others – company rules, health and safety regulations and privacy rules.
- 4.2. Participant undertakes and warrants having legally obtained the requisite visas, travel permits and other required (travel) documents and/or undertakes and warrants to have access to an Internet connection and (a) device(s) that is/are suitable for Participating in the Event. EAGE shall not be liable for (any costs, loss or damages that arise as a result of) non-Participation due to failures or negligence in Participant's obligations set out in this article.
- 4.3. Participant warrants and undertakes to abstain from making recordings and/or screenshots of or at the Event, including recordings of (live) images made available by EAGE through digital access to the Event.
- 4.4. In the Agreement and/or instructions of EAGE and/or Third Parties certain deadlines may be indicated in connection with the Event. If Participant fails to meet any of such deadlines, EAGE shall not be liable for the corresponding obligations under the Agreement and/or (timely) delivery of services related to such deadlines.
- 4.5. If Participant is registered by or on behalf of his employer or if Participant has given instruction to register Participant for an Event, the party that conducts the registration undertakes and warrants to have been authorized by Participant to register Participant for an Event and to accept these Terms & Conditions on Participant's behalf. The registering party undertakes and warrants that these Terms & Conditions, EAGE's privacy policy and all details of the registration are forwarded to Participant in a timely manner.

## **5. Offers, fees and tickets**

- 5.1. All offers, announcements and communications by EAGE or Third Parties in relation to Events are without engagement. EAGE accepts no liability for any errors in such offers, announcements and communications.
- 5.2. As compensation for Participation in the Event, Participant owes the Registration Fee(s) and, if applicable, the other amounts as specified by EAGE and/or Third Parties.

## **6. Format: on-line or on-site**

- 6.1. An Event can take place on-site (at an Event location), on-line (digitally) or in a combination of both.
- 6.2. When Participant is Participation on-site the following applies:
  - Participant will receive a badge. The badge is personal. EAGE has no obligation to replace the badge in case of loss, theft etc. EAGE may charge a fee amounting to EUR 50,- for re-placement.
  - In case Participant fails to Participate (no-show) the right to receive any materials in connection with the Event is forfeited unless picked up on site of the Event by another Participant with proof in Writing of the relevant Registration.
- 6.3. When Participant is Participating on-line the following applies:
  - Participant will receive login credentials for participation in the Event. These credentials are personal and may not be shared or distributed by Participant to any third party. The credentials are meant for single viewing, participation/viewing of the Event by multiple people (such as group-wise viewing) is explicitly forbidden without prior written explicit consent by EAGE.
  - EAGE will record the Event. If Participant does not wish to be recorded, Participant needs to take appropriate measures, such as – but not limited to – turning off the computer camera, participating under an alias and asking questions through the chat box instead of through microphone. If Participant fails to take appropriate measures, Participant consents to the recording of his image, voice or name on video and the use thereof by EAGE in the context of its activities, including the disclosure by EAGE of Event-videos to third parties.
- 6.4. If the Event has on-line and on-site components both 5.2 and 5.3 apply unless stated otherwise.
- 6.5. Certificates of attendance and Certificates of completion will only be awarded to (registered) Participants.

## **7. Invoicing and payment**

- 7.1. Registration Fees and other amounts due are in euros. On all amounts due VAT or similar taxes may be applicable.
- 7.2. Registration Fees may vary depending on the time of Registration for the relevant Event(s).
- 7.3. Reduced Registration Fees may be applicable, for instance for different delegate types, EAGE members or students.

- 7.4. Payments must be made prior to the Event, or within the deadlines as indicated by EAGE or on the due date of the relevant invoice(s), as the case may be. Access will only be granted in case Participant has fulfilled its payment obligations.
- 7.5. EAGE is entitled to set off payments made by a Participant first of all against any out-standing debts of Participant (respectively the company or organization on behalf of whom the Registration is made) to EAGE and/or its affiliated companies. EAGE reserves the right to deny access to any Event and/or an event of its affiliated companies until any and all payments have been settled.

## **8. Cancellation and transfer policy**

- 8.1. Participant may cancel Registration(s) in Writing, but shall only be entitled to any refund of Registration Fee(s) if such cancellation has been received before the deadline indicated by EAGE for the relevant Event. In such case Participant shall owe EAGE an administration fee of EUR 35,- per Registration, unless otherwise indicated by EAGE. In case of cancellation by Participants who are not a member of EAGE, the membership fee will not be re-funded, but the membership shall remain active for the period concerned.
- 8.2. In case of cancellation after said deadline or in case of failing to Participate , no refund will be made.
- 8.3. Transfer of Registration to another Participant (EAGE member) will cost an administration fee of EUR 35,- or otherwise indicated by EAGE, plus any differences in delegate types, where applicable (for instance when changing a Registration from a member to a non-member).
- 8.4. If Participant (non-EAGE member) has to pay a membership fee, only the Registration part of the total fee may be transferred. The part of the fee that pertains to EAGE membership will remain applicable to the individual that was originally registered. For the Participant to whom the Registration is being transferred, if not an EAGE member, the membership fee will be added to the Registration Fee.

## **9. Reservation to make changes and force majeure**

- 9.1. EAGE reserves the right at all times to make changes in the time schedule, dates, concept, Format and programme of the Event.
- 9.2. If, due to circumstances beyond the reasonable control of EAGE (including – but not limited to – the following circumstances: the premises where the Event is to be accommodated are destroyed or damaged, the Event fails to take place as scheduled, or is relocated or interrupted and discontinued, access to the premises is prevented or interfered, by reason of any strike, lock-out, injunction, act of war, act of God, such as - but not limited to - extreme weather, flooding and/or pandemics or local epidemics, emergencies declared by any government agency and/or measures taken in order to control acts of god and/or for any other reason beyond the reasonable control of EAGE) the execution of the Event as planned is prevented or impeded, or when the minimum number of Participants needed to operate the Event is not reached, EAGE has the following rights:
  - a.) to change the date of the Event;
  - b.) to change the venue where the Event takes place;
  - c.) to change the Format (on-site, on-line or a combination of both) or the length, the duration or scope of the Event;
  - d.) terminate the Agreement or cancel the Registration to the Event.

Amounts paid by Participant shall be applied as credit to the changed Event (a – c) or shall be applied as credit for a new Event (d.). Participant can also request a (partial) reimbursement by contacting EAGE. In case of a change of Format, length, duration or scope (c) only reimbursement of the price-difference can be requested.

9.3 EAGE shall make every endeavour to inform Participant about changes or cancellation with the least possible delay. EAGE shall not be liable for any airfare, travel, hotel, or other costs incurred by Participant.

9.4 In the event of termination, cancellation or alteration, Participant waives any and all damages and claims for damages, without prejudice to the cancellation policy as set out in article 8.

## **10. Non-performance and sanctions**

10.1. If Participant acts in a manner contrary to or in breach of the Agreement, these Terms and Conditions and the directions, instructions, public standards and morality as referred to in article 4, to be determined at EAGE's sole discretion, EAGE shall be entitled, without recourse to the courts and without Participant being entitled to enforce any right to a re-fund of the Registration Fee and/or other amounts paid and, where necessary, at the expense of the Participant, to take whatever measures it sees fit, including but not limited to the following:

- deny Participant (further) access to or Participation in the Event; and/or
- terminate all or part of the Agreement, without the need for prior notice of default; and/or
- cancel the vouchers or admission tickets issued to Participant and bar Participant from the Event and/or the Event venue with immediate effect; and/or
- exclude the Participant from attending or Participating in any other Events to be organized;

this is without prejudice to EAGE's other rights in such situation, including EAGE's right to claim full compensation for any loss or damage suffered and/or yet to be suffered.

## **11. Risk, liability, indemnification and insurances**

11.1. Participant's attending of or Participation in an Event is entirely at Participant's expense and risk. Participant shall be responsible for the relevant insurances as may reasonably be required for the attending of or Participation in the Event concerned.

11.2. Participant must notify EAGE in Writing of any claims it may have concerning the Event within thirty (30) days of the Event – in the absence of which any right on Participant's part to claim damages from EAGE shall lapse.

11.3. EAGE shall use its best endeavours in order to facilitate that the Event(s), including educational components and all related materials, documentation and information are being prepared and provided by adequately qualified professionals in the fields concerned, but EAGE does not give any guarantee or warranty of any kind, whether express or implied, as to – without limitation – the completeness, accuracy, suitability or fitness for a particular purpose of the Event(s) and all such guarantees or warranties are hereby excluded to the fullest extent permitted by law.

- 11.4. To the fullest extent permitted by law, EAGE shall not be liable for any personal loss or damage - including damages arising from loss of life, physical injury and damage to health - incurred by Participant, except when caused by intentional fault or gross negligence on the side of EAGE.
- 11.5. To the fullest extent permitted by law, under no circumstances shall EAGE be liable for any indirect, consequential, special, exemplary, incidental or punitive damages, such as loss of (future) profits or other economic loss, damages for delay, third party claims and suchlike, even if EAGE and Participant have been advised of the possibility of such damages.
- 11.6. EAGE's total liability to Participant, including liability arising out of the Agreement, these Terms and Conditions, negligence or tort, or warranty, shall not exceed the amounts actually paid by Participant under the relevant Agreement. If and in so far as EAGE's limitation of liability contravenes the provisions of applicable mandatory legislation or is not upheld by a court of law for any reason whatsoever, and this results in EAGE being liable for any loss on Participant's side (which is deemed to include any indirect loss), EAGE's total liability shall be confined to the amount as paid out by the liability insurance of EAGE in the case concerned, and in case such damages are not insured or paid by the insurance company, the total liability from EAGE towards Participant shall be confined to an amount of € 1.500,-.
- 11.7. Participant shall fully indemnify and hold harmless EAGE, the European Association for Geoscientists & Engineers and/or its affiliated companies against any claims, demands and/or costs on the part of some other party or otherwise, howsoever called and on whatever grounds they arise in connection with Participant's attending of or Participation in the Event.

## **12. Miscellaneous**

- 12.1. Possible deviations to the Agreement made by EAGE towards Participant shall be limited to the specific case concerned and shall have no influence on the rights that EAGE may invoke in other situations
- 12.2. If any stipulation of the Agreement and/or these Terms and Conditions and/or other rules and arrangements applicable between EAGE and Participant is/are invalid, the remaining stipulations of the Agreement and/or these Terms and Conditions and/or other applicable rules and arrangements shall remain in effect. Parties shall agree on a new stipulation that is as close as possible to the intent of parties while being legally valid.
- 12.3. EAGE may, without Participant's consent, assign this Agreement, including all rights and obligations hereunder, at any time to any of its affiliates or to any entity acquiring substantially all of EAGE's assets. Subject to this clause, this Agreement is binding upon and is for the benefit of the parties and their respective successors and assigns. EAGE will in-form Participant in Writing of such a transfer of rights and obligations.

## **13. Applicable law and competent court**

- 13.1. The Agreement, these Terms and Conditions and any rules and regulations applicable between EAGE and Participant are solely governed by and construed in accordance with Dutch law. All documents issued by or on behalf of Participant and/or its employer (including agreements and general terms and conditions) are held inapplicable.
- 13.2. The applicability of the 'United Nations Convention on Contracts for the International Sales of Goods (the 'Vienna Convention') is excluded.

- 13.3. Disputes between the parties resulting from or otherwise connected to the Agreement and/or these Terms and Conditions, including but not limited to disputes that are only deemed to be such by one of the parties, shall be resolved as much as possible by consultation. Any dispute not resolved by the parties can solely be brought before the competent court in Utrecht, the Netherlands unless EAGE decides to initiate legal proceedings against Participant before the competent court in the country of Participant.