

## **TERMS AND CONDITIONS**

**Effective Date: 5 May, 2021**

### **INTRODUCTION**

These Terms and Conditions (the "Terms") govern your access and use of our website (the HexaLive Platform - "the Platform") and any other associated services provided by us directly (collectively: the "Services"). Please read them carefully. Your use of and access to the Services is conditioned upon your compliance with and acceptance of these terms.

You are subject to these Terms if you are a "Participant" which is defined as any individual or entity that signs up for, or accesses a Hexagon account, or who attends, participates in, or interacts at, an Event. Examples include without limitation, individual Event attendees and speakers; The term "Host" refers to the company, entity, institution, organization, or individual who is organizing the event ("Event") within our Platform.

Events are organized and administered by the Host, not us. We are a third party providing the Services and the Platform to facilitate an Event taking place. The Host has full control over the running of any Event. This includes the invitee list, when Events are created and how they are configured, and what functionality and third-party integrations are available for use at each Event.

The Host is solely responsible:

- if an Event is cancelled;
- for how an Event is run;
- for ticket and merchandise sales
- for marketing activities related to the Event;
- for promotions and contests offered in connection with the Event;
- for informing Participants of any relevant policies and practices and securing agreements and consents with its Participants (e.g., marketing and personal data consents);
- for any content produced or provided;
- for any activities carried out during an Event; and
- for monitoring and managing the conduct of Users.

Please contact the Host directly for any of the above matters. It is solely the Host's responsibility to respond to and resolve any dispute between the Host and any Participant. The Host may also block or revoke a User's access to its Event at any time and in its sole discretion.

The Services are provided by: RAW BTL SRL, with headquarters in Romania, Bucharest, 7 Tabacarilor Street, Building Corp B- C 16,

These Terms are a legally binding contract between you and us. As part of these Terms, you agree to comply with the most recent version of our Privacy Policy, which is incorporated by reference into these Terms. If you access or use the Services, or continue accessing or using the Services after being notified of a change to the Terms, you confirm that you have read, understand and agree to be bound by the Terms.

If you do not agree with these Terms, the Privacy Policy or any other policy referred to herein, do not access or use the Services. For the use of the Services, it is necessary to read and accept these terms and conditions in full. We will provide the Services, and you may access and use the Services in accordance with these Terms.

In these Terms or any other policy referred to herein, "we", "us," "our" or "Hexagon" will refer collectively to RAW BTL SRL and our existing Affiliates. When we refer to an "Affiliate" in these Terms, we mean any entity that directly or indirectly controls or is controlled by, or is under common control with, the party specified. For purposes of this definition, "control" means direct or indirect ownership of more than fifty percent (50%) of the voting interests of the subject entity. The terms "you", "your", or "User", "Customer" will refer to you.

These Terms are effective as of the date you start using our Services.

These terms and conditions may be changed by us at any time. Verify these terms and conditions from time to time to take into account the changes we make as they are legally binding for you. Some of the provisions contained in these Terms may also be replaced by provisions or advertisements published elsewhere on our website.

### **System Requirements.**

Use of the Services requires one or more compatible devices, Internet access, and certain software, and may require obtaining updates or upgrades from time to time. Because use of the Services involves hardware, software, and Internet access, Your ability to access and use the Services may be affected by the performance of these factors. High speed Internet access is recommended. You acknowledge and agree that such system requirements, which may be changed from time to time, are Your responsibility.

#### **A. Use of services and your responsibilities**

You may only use the Services pursuant to the terms of this Agreement. You are solely responsible for Your use of the Services and shall abide by, and ensure compliance with, all Laws in connection with Your use of the Services, including but not limited to Laws related to recording, intellectual property, privacy and export control.

##### **1. Registration Information.**

In order to register for and/or use certain Services. You may be required to create an account and thus provide information about Yourself. You agree that any such information shall be accurate. You may also be asked to choose a username and password. You are entirely

responsible for maintaining the security of Your user name and password and agree not to disclose such to any third party.

## 2. Your Content.

Some of our Services are designed to let you upload, submit, store, send, receive, or share text, files, images, photos, video, sounds, software, works of authorship, or other materials ("Content".) You have no obligation to provide any content to our services and you're free to choose the content that you want to provide. If you choose to upload or share content, please make sure you have the necessary rights to do so and that the content is lawful.

You agree that You are solely responsible for the content sent or transmitted by You or displayed or uploaded by You in using the Services and for compliance with all Laws pertaining to the Content, including, but not limited to, Laws requiring You to obtain the consent of a third party to use the Content and to provide appropriate notices of third party rights. You represent and warrant that You have the right to upload the Content to our Platform and that such use does not violate or infringe on any rights of any third party. Under no circumstances will We be liable in any way for any (a) Content that is transmitted or viewed while using the Services, (b) errors or omissions in the Content, or (c) any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to Content. Although we are not responsible for any Content, we may delete any Content, at any time without notice to You, if we become aware that it violates any provision of this Agreement, or any law. You retain copyright and any other rights You already hold in Content which You submit, post or display on or through, the Services.

## 3. Our permission to use your content

Your content remains yours, which means that you retain any intellectual property rights that you have in your content. However, some functionalities of our Platform imply the use of your content. Therefore, by accepting these Terms you give us the permission to use your content through a worldwide, royalty-free, sublicensable, perpetual, license to use, modify, publicly perform, publicly display, reproduce, and distribute your Content for the limited purpose of providing the services. Please keep in mind that we use our content only as required by the Event Host and only for the purpose of operating the Platform and holding the Event. Please carefully read the Privacy Policy regarding the way we collect your Personal Data that may be incorporated in the Content.

If we reasonably believe that any of your content (1) breaches these terms, (2) violates applicable law, or (3) could harm our users, third parties, or us, then we opr the Event Host reserve the right to take down some or all of that content in accordance with applicable law.

#### 4. Prohibited Use

You agree that You will not use, the Services to: (i) modify, disassemble, decompile, prepare derivative works of, reverse engineer or otherwise attempt to gain access to the source code of the Services; (ii) knowingly or negligently use the Services in a way that abuses, interferes with, or disrupts our networks, Your accounts, or the Services; (iii) engage in activity that is illegal, fraudulent, false, or misleading, (iv) transmit through the Services any material that may infringe the intellectual property or other rights of third parties; (v) build or benchmark a competitive product or service, or copy any features, functions or graphics of the Services; or (vi) use the Services to communicate any message or material that is harassing, libelous, threatening, obscene, indecent, would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation; (vii) upload or transmit any software, Content or code that does or is intended to harm, disable, destroy or adversely affect performance of the Services in any way or which does or is intended to harm or extract information or data from other hardware, software or networks of Hexagon or other users of Services; (viii) engage in any activity or use the Services in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Services, or any servers or networks connected to the Services or Hexagon's security systems. (ix) use the Services in violation of any Hexagon policy or in a manner that violates applicable law, including but not limited to anti-spam, export control, privacy, and anti-terrorism laws and regulations and laws requiring the consent of subjects of audio and video recordings, and You agree that You are solely responsible for compliance with all such laws and regulations.

#### 5. COPYRIGHT.

You may not post, modify, distribute, or reproduce in any way copyrighted material, trademarks, rights of publicity or other proprietary rights without obtaining the prior written consent of the owner of such proprietary rights. We may deny access to the Services to any Customer who is alleged to infringe another party's copyright.

We retain ownership of all proprietary rights in the Services and in all trade names, trademarks, service marks, logos, and domain names associated or displayed with the Services.

#### 6. NO WARRANTIES.

YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED "AS IS" AND WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES OR THAT THE SERVICES WILL MEET ANY USER'S REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF THE

SERVICES IS AT YOUR SOLE RISK. ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOU RESULTING FROM THE USE OF THE SERVICES. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SERVICES REMAINS WITH YOU. TWE DO NOT ASSUME ANY RESPONSIBILITY FOR RETENTION OF ANY USER INFORMATION OR COMMUNICATIONS BETWEEN USERS. WE CANNOT GUARANTEE AND WE DO NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SERVICES. USE IS AT YOUR OWN RISK

#### 7. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS OR DAMAGE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES OR THE PROVISION OF OR FAILURE TO PROVIDE TECHNICAL OR OTHER SUPPORT SERVICES, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE) CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.. Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to You. These terms don't limit our liability for death or personal injury, fraud, fraudulent misrepresentation, gross negligence, or willful misconduct.

#### B. Conflicts of law

These Terms are intended to comply with the laws and regulations in the place of establishment and of the countries in which the Company operates. In the event of any conflict between this Policy and applicable laws and regulations, the latter shall prevail.

### C. **Termination**

You may terminate these Terms at any time by deleting your User account.

We can, in our sole discretion, terminate these Terms and/or your right to access or use the Services at any time, without notice, for any reason, including where we reasonably consider that (a) your use of the Services violates these Terms or applicable law; or (b) we are unable to continue providing the Services to you due to technical or legitimate business reasons. In the event of such termination:

- We revoke any licenses granted to you hereunder;
- You must stop all activities authorized by these Terms, including your use of the Services.
- We may take all steps necessary to prevent you from accessing or using the Services including suspending your User account.

### D. **Contact details**

The Customers can raise their questions in relation to their rights or to address any questions in relation to this terms by:

- Email: contact@hexagonevents.ro

Each request will be reviewed as soon as possible, but no later than 30 days since its submission.

### E. **Disclaimers. Publications date**

These Terms have been adopted on the date mentioned in the title of the document and will be modified each time if necessary without prior or future notice of the changes. If you use the Services after any such modification or update to this Terms you consent to those modifications or updates. Modifications will not be applied retroactively. The new version will enter into force when published on the website and it will be marked accordingly.