

TERMS AND CONDITIONS – EVENTS

DELEGATE TERMS

These terms and conditions apply between the person, firm, company or other entity specified on your booking form (“**you**” or “**your**”) and the legal entity on booking form that is the owner, organizer, operator and/or manager of the event/conference (“**MEF**”), for attendee/delegate (“**delegate**”) registrations for the event/conference specified on your booking form (“Event”). Please read them carefully as they contain important information. By submitting your registration to attend the Event (“**your registration**”) you agree to be bound by these terms to the exclusion of all other terms. If you do not agree to be bound by these terms MEF will be unable to accept your registration.

1. Your registration is an offer to MEF to attend an Event which is subject to MEF’s acceptance in writing (which may include (without limitation) email). A binding contract between MEF and you will only be formed when written confirmation of acceptance (“**Confirmation**” or “**Confirmed**”) is sent by MEF to you (whether or not it is received) using the contact details you provided at the time of registration. You should contact MEF if you have not received Confirmation within 5 days of your registration, but in any event if Confirmation is not sent within 14 days of MEF receiving your registration, your registration will be deemed to be accepted unless MEF notifies you otherwise. MEF reserves the right in its sole discretion to refuse to accept your registration.
2. You will pay MEF the fees specified in your booking form for the Event (“**your fees**”). Payment of your fees must be received in full and in cleared funds by MEF from you in accordance with MEF’s payment terms from time to time in force but in any event not later than 48 hours before the Event. If payment of your fees in full is not received before the Event, MEF may (at its sole discretion) either require such payment as a condition of your entry to the Event or refuse you entry to, or block you from accessing, the Event (whether physical or virtual) . No refunds of any proportion of your fees already paid (if any) will be made and any balance of your fees will remain due and payable where entry to an Event is refused under this Condition 2.

3. All discounts can only be applied at the time of registration and discounts cannot be combined. All discounts are subject to MEF's approval. Discounts for group registrations are only valid for the number of delegates specified on your booking form. If the number of delegates that actually attends the Event is (for any reason) less than the number specified in the your booking form, then MEF may (at its sole discretion) change the fees charged to reflect the number of delegates that actually attend the Event in line with MEF's published prices then in force. Any additional sums payable to us as a result shall be paid in line with Condition 2.
4. Prices for each Event are correct at the time of publication. MEF reserves the right to change the prices at any time but changes will not affect registrations which have already been confirmed by MEF.
5. It is the intent of the parties that MEF will receive payment of your fees net of all applicable taxes, including without limitation, sales, VAT, service or withholding taxes ("**Taxes**"), all of which shall be paid solely by you. If and to the extent that any Taxes are levied upon, or found to be applicable to, the whole or any portion of the payment of your fees, the amount of such payment shall be increased by an amount necessary to compensate for the Taxes (including any amount necessary to "gross up" for Taxes levied on the increase itself).
6. Except as may be otherwise expressly advised as part of the particular Event's registration process, you may cancel your registration in accordance with this Condition 6. Subject to the remainder of this Condition 6, you will receive a refund of your fees paid to MEF (if any): (i) if you cancel your registration 28 days or more before the Event, subject to an administration charge equivalent to 10% of the total amount of your fees plus Tax (if any is applicable); or (ii) if you cancel your registration less than 28 days, but more than 14 days before the Event, subject to an administration charge equivalent to 50% of the total amount of your fees plus Tax (if any is applicable). MEF regrets that the full amount of your fee remains payable in the event that your cancellation is 14 days or less before the Event or if you fail to attend the Event. If a cancellation changes the entitlement to a multi-registration discount, the lowest value registration will be cancelled first. No cancellations are accepted once any part of a single or multi registration party has accessed any of the pre-Event networking or partnering facilities, applications or platforms. All cancellations must be sent by email to ewa@mobileecosystemforum.com marked for the attention of Customer Services and must be received by MEF. You acknowledge that the refund of your fees in accordance with Condition 6 is your sole remedy in respect of any cancellation of your registration by you and all other liability is expressly excluded.

7. Substitutions with employees from your organisation are welcome at any time but in all other respects delegate registrations are issued for your personal use only and cannot be shared with any person during the Event. You may not purchase registrations as agent for any third party or sell or otherwise transfer your registration to others or exploit the registration commercially or non-commercially in any way.
8. MEF may (at its sole discretion) change the format (including, without limitation, from a physical in-person Event to a virtual Event and vice versa), speakers, participants, content, venue location and programme or any other aspect of the Event at any time and for any reason, whether or not due to a Force Majeure Event, in each case without liability.
9. MEF may (at its sole discretion) change the date or cancel an Event at any time for any reason. Where MEF changes the date or cancels the Event for any reason except due to a Force Majeure Event (in which case the terms of Condition 10 shall apply) MEF shall offer you the option of attending any rearranged Event that MEF chooses to organise (acting in its sole discretion). If you promptly (within not more than 10 days after being notified by MEF of the new date of the Event) notify MEF in writing that you do not wish to attend the rearranged Event or if MEF elects not to rearrange the Event then you will (as your sole remedy) be entitled, at your discretion, to receive either a credit note or a refund in respect of your fees received by MEF.
10. Where a Force Majeure Event has or may have (in MEF's sole discretion) an adverse impact on: (i) the ability of MEF to hold the Event at the planned venue or on the planned date; or (ii) the Event generally, then MEF shall be entitled but not obliged (in its sole discretion) to either: (i) provide alternative facilities or venue for the Event; and/or (ii) reschedule the Event. Any of your fees received by MEF shall be applied to any rearranged or rescheduled Event held pursuant to this Condition 10 and you shall not be entitled to object to such rearranged or rescheduled Event or have any right to claim any compensation in respect thereof. If MEF is unable or elects not to rearrange or reschedule the Event pursuant to this Condition 10, then you will (as your sole remedy) be entitled, in your sole discretion, to receive either a refund (less transaction processing costs) or credit note in respect of your fees received by MEF. For the purpose of this Condition 10 "**Force Majeure Event**" means any event or circumstance arising that is beyond the reasonable control of MEF (including but not limited to governmental laws, ordinances, regulations, requisitions, restrictions, guidelines, recommendations or action, imposition of sanctions, embargo, military action, acts or threats of terrorism or war, mob, civil commotion or riot, health scares (including without limitation, epidemic and pandemic (e.g., COVID-19), whether or not new, ongoing or recurring), fire,

acts of God, flood, drought, earthquake, severe weather, disaster, disruption to transportation, third party contractor/supplier failure, venue damage or cancellation, industrial dispute, strikes, labour disputes, interruption/failure of utility service, lack of commodities or supplies, accidents, nuclear, chemical or biological contamination, speaker or participant cancellation or withdrawal, or any other comparable calamity or casualty). These terms and conditions shall apply in respect of any rearranged or rescheduled Event organised by MEF pursuant to this Condition 10.

11. To the fullest extent permitted by the applicable law, MEF shall not be liable to you for any loss, delay, damage or other liability incurred, resulting from or arising in connection with the cancellation or date change of the Event howsoever arising or any venue change. You acknowledge and agree that the provisions of Conditions 8, 9 and 10 set out your sole remedy should the Event date be changed or cancelled and all other liability of MEF is expressly excluded.
12. MEF may (at its sole discretion) refuse admission to, or eject/block from the Event (whether physical or virtual), any person in its absolute discretion, including (without limitation) any person who fails to comply with these terms and conditions or who in the opinion of MEF represents a security risk, nuisance or annoyance to the running of the Event. You agree to comply with all reasonable instructions issued by MEF or the venue owners or operators at the Event.
13. All unauthorised photography and the recording or transmitting of audio or visual material, data or MEFtion is expressly prohibited. You consent to filming and sound recording and photography of the Event as a delegate and you consent to the use by MEF of any such recording or photography anywhere in the world for promotional, marketing and other purposes.
14. The personal information which you provide to us will be held by us on a database, and where we have appropriate authorisation/justification (which may include, without limitation, express/implied consent or legitimate interests), may be shared with other companies in the MEF group and selected third parties in the UK, United States and internationally for promotional and other purposes. Your personal information may also be shared with government entities and regulatory authorities as required by law. At some Events, exhibitors and sponsors may use lead capture applications or barcode scanner devices. If you choose to allow your badge (whether physical or digital) to be scanned by third parties at the Event, we may pass your personal information to such third parties. Further, there may be certain areas of the Event at which your attendance is conditional on your personal information being provided to third parties which have sponsored or are managing such

areas. The use that any third parties make of your personal information is outside of MEF's control and, to the extent permitted by applicable law, we do not accept any liability in this regard. For more information about how MEF may use the information you provide please see our privacy policy.

15. For virtual Events only: (a) You undertake to be responsible for any technical requirements needed to enable you to access the Event website, app or other platform (the "Event Platform") made available by MEF to facilitate participation in the Event. We do not guarantee that the Event Platform will operate continuously, securely or without errors or interruption, and we do not accept any liability for its temporary unavailability. We do not guarantee that the Event Platform and/or any content thereon (including, without limitation, any content available for download) will be free from viruses, infections, Trojan horses, worms and/or any other code that has contaminating or destructive properties. You must not attempt to interfere with the proper working of the Event Platform (for example, by attempting to circumvent security or tamper with, hack into or otherwise disrupt any computer system, server, website, router or any other internet connected device). You agree to comply with any website terms of use and/or fair or acceptable use policies indicated on any website on which the Event Platform is hosted. (b) We do not endorse or accept any responsibility for the content, or the use of, any goods or services that may be identified or described on the Event Platform and we shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of, or reliance on, any content, goods or services available on or through the Event Platform or any website or other resource referenced therein. (c) MEF may issue you with a username and password. Usernames and passwords are confidential and remain the property of MEF at all times and may not be sold, assigned or transferred to any third party without our permission. Your username and password are personal to you. You hereby agree that you will not permit others to use your username or password and you will be and remain liable for the acts of any person using your username and password. (d) Any posts, messages or other materials, information or data you supply or upload to the Event Platform (collectively, "Materials") will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such Materials for any purpose. You hereby waive any moral rights in any Materials to the extent permitted by applicable law. We reserve the right, at our sole discretion, to edit or remove postings to any message boards on the Event Platform and delete or use electronic methods to block or filter any Materials at our discretion, but we do not have any obligation to do so. You shall not make libelous postings or any postings which are illegal or infringe the intellectual property rights of any third

- party. MEF will not be responsible for monitoring Materials for compliance with law. (e) You may use the Event Platform solely for access to the Event. Without limitation, you must not: (i) download, store, reproduce, transmit, display, copy, distribute, exploit or use the Event Platform and/or any content thereon for your own commercial gain, (ii) use the Event Platform and/or any content thereon in any manner other than in compliance with law and these terms and conditions, (iii) infringe our intellectual property rights or those of any third party in relation to your use of the Event Platform and/or any content thereon, (iv) transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation, and/or (v) knowingly transmit, send or upload any data that contains viruses, infections, Trojan horses, worms and/or any other code that has contaminating or destructive properties viruses. (f) We are under no obligation to oversee, monitor or moderate any interactive service we provide on the Event Platform and, without limitation, we expressly exclude all liability for any loss, injury or damage whatsoever arising from the use of any interactive service by any user, whether the service is moderated or not.
16. To the fullest extent permitted by the applicable law, MEF excludes: (a) all liability for loss, injury, disease or damage to persons or property at the Event; (b) all indemnities, representations and warranties (whether express or implied); and (c) any actual or alleged indirect loss or consequential loss howsoever arising suffered by you or any loss of profits, anticipated profits, savings, loss of business revenue, loss of business, loss of opportunity, loss of goodwill, or any other type of economic loss (whether direct or indirect). If MEF is liable to you for any reason, MEF's total liability to you in relation to the Event (whether under these terms or conditions or otherwise) is limited to the amount of your fees received by MEF.
17. If, by reason of any Force Majeure Event, MEF is delayed in or prevented from performing any of its obligations to you under these terms and conditions or otherwise, then such delay or non-performance shall not be deemed to be a breach of these terms and conditions or any other agreement and no loss or damage shall be claimed by you by reason thereof. MEF's obligations shall be suspended during the period of the delay or non-performance and MEF and you shall each use reasonable endeavours to mitigate the effect of the Force Majeure Event. The provisions of this Condition 17 are subject to the provisions of Condition 10.
18. MEF reserves the right to amend these terms and conditions from time to time. However, you will be subject to the terms and conditions in force at the time you submit your registration.

19. No person other than you and MEF shall have the right (whether under the UK's Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce these terms and conditions between us without the prior written agreement of you and MEF.
20. If the Event is originally scheduled to be held in the United States or Canada, then these terms and conditions are governed by the laws of the State of New York (without application of conflicts of laws principles) and you submit to the exclusive jurisdiction of the federal and state courts located in New York County, NY, having appropriate subject matter jurisdiction. Otherwise, these terms and conditions are governed by English law and you submit to the exclusive jurisdiction of the English courts. Nothing in this Condition 20 shall prevent or restrict MEF from pursuing any action against you in any court of competent jurisdiction.

DISCLAIMER FOR ACTIVITIES

You should consider carefully whether or not you will be able to participate in any activities offered as part of a programme relating to the Event. MEF warns that some activities may be physically demanding and/or carry inherent dangers. You understand that some exercise-based activities may be a risk to your physical health and safety if you do not perform them correctly. You accept that, if a programme exists for the Event you are attending, it is entirely your responsibility to decide whether or not participation in any activity offered as part of the programme is appropriate to your capabilities, aptitude, fitness and health. If you have any concerns about your capabilities, aptitude, fitness and/or health to participate you should consult with (and follow the recommendations of) a medical professional prior to engaging in any activity. If at any time during any activity you feel unwell or consider that it is unsafe for you to continue, please stop the activity immediately and seek appropriate advice. You also accept that it is entirely your responsibility to observe all health and safety requirements and instructions that you may be given in relation to activities. If you are participating in any activity that is offered virtually for participation in a home or office environment, you should ensure that your environment is safe, provides adequate space and is free of dangerous or hazardous objects and materials. To the extent permitted by applicable law, MEF and all entities within the MEF group (as well as any employees or other representatives of the same) excludes all liability for any loss, injury, disease or damage whatsoever that you may suffer in connection with or arising from your participation in any activities offered as part of the programme (including, without limitation, any activities held outside of, or incidentally to, the main Event that you are attending),

whether direct, indirect, consequential, special, incidental or punitive loss, injury or damage (including, without limitation, injury or disease to persons, property damage, theft, loss of profits, loss of business, loss of opportunity, loss of goodwill, loss or corruption of data or any other type of economic loss, injury or damage) or otherwise. The limitations and exclusions in this paragraph only apply to the extent permitted by applicable law.