

General terms and conditions

GENERAL TERMS AND CONDITIONS

The company Codan Consulting spol. s r.o., ID No.: 24684678, with registered office at Provaznická 399/11, Staré Město, 110 00 Prague 1, Czech Republic, registered in the Commercial Register maintained by the Municipal Court in Prague, Czech Republic under the file No. C 165919 (hereinafter referred to as the „**Organizer**,”) issues these general terms and conditions governing participation in the ESB 2024 Conference (hereinafter referred to as the „**Conference**,”), the sale of tickets to the Conference and the sale of services connected with the conference.

1. Opening provisions

1.1. Subject of the Terms and Conditions. These General Terms and Conditions (hereinafter referred to as „**GTC**,”) regulate the content of the contract for the purchase of tickets to the Conference (hereinafter referred to as „**Contract**,”) and the purchase of services connected with the conference, such as accommodation, transfers or restaurants (hereinafter referred to as „**Contract for services**”) concluded between the Organizer and the Purchaser (hereinafter referred to as „**Purchaser**,”) and the conditions of participation in the Conference within the meaning of Sections 1746(2) and 1751(1) of Act No. 89/2012, Civil Code, as amended (hereinafter referred to as „**CC**,”).

1.2. Conference. The „ESB 2024“ conference will be held from 30 June to 03 July 2024 in Edinburgh, UK, at the Edinburgh International Conference Centre (EICC) at The Exchange, 150 Morrison St, Edinburgh EH3 8EE, UK. The Organizer reserves the right to change the venue, date, time, duration, program, including changes in the speakers, length, focus, and type of keynotes, lectures, workshops and other features of the Conference. Any changes concerning the Conference will be announced by posting on the Conference website located at <https://esbiomech2024.org/> (hereinafter referred to as the „**Conference Website**,”), on the Conference app or on other conference communication channels.

1.3. Tickets. The Ticket is a document of the conclusion of a Contract and entitles the holder in the scope set out in the GTC.

1.4. Sale of conference services. The Organizer may offer other services for sale on the Conference Website. The Organizer reserves the right to change the types of services and their characteristics. Unless expressly stated otherwise in this GTC, the sale of the services is governed by the relevant provisions of the CC. Tickets are not considered services.

1.5. Contract conclusion. The Organizer, via the Conference Website or via linked third-party websites, invites the Purchasers to send an order by filling in and submitting the order form. Before sending the order, the Purchaser is allowed to check the contents of the order. The Contract or Contract for services is concluded at the moment of confirmation by the Organizer. The Organizer does not make an offer to the public within the meaning of Sections 1780 et seq. of the Civil Code, nor does it constitute an offer within the meaning of Section 1732 (2) of the Civil Code via the Conference Website or via linked third-party websites.

1.6. User account registration. The purchase of tickets or other services may be conditional upon the registration of a user account through the Conference Website or a third-party service in accordance with the applicable terms and conditions of such user account registration. The Purchaser acknowledges that in the event of registration of a User Account with a third party, the Purchaser enters into a legal relationship with such third party which may be governed by the terms and conditions issued by such third party.

1.7. Electronic communication. All communication between the Parties shall be in electronic form. The Purchaser is entitled to contact the Organizer at the electronic contacts published by the Organizer on the Conference Website. The Organizer is entitled to deliver to the Purchaser at the electronic contact provided by the Purchaser at the conclusion of a contract. The Organizer is also entitled to deliver information to the Purchaser by posting it on the Conference Website.

2. Payment terms

2.1. Price. The price of each type of ticket or conference service, including currency, is listed on the Conference Website or linked third-party website, including any discounts and other promotional offers, including the terms and conditions for redemption of such discounts or promotional offers. The Organizer reserves the right to change or terminate individual discounts and promotional offers. Any changes to these are without prejudice to any tickets or service already purchased. An administration fee may be added to the base ticket price by the operator of the sales portal. The price before placing the order is quoted as final and includes applicable taxes and fees in accordance with applicable Czech law. All other taxes, customs and other fees and delivery costs that may be added to the price of the services when delivered outside the Czech Republic are the sole responsibility of the Purchaser.

2.2. Payment method. The price can only be paid for by the methods listed on the Conference Website or linked third party websites. If payment is made through third party services, the terms and conditions of those third parties may also apply to the making of payments.

2.3. Payment in advance. Unless otherwise specified in the purchase of tickets or conference services, the Purchaser shall pay the purchase price in advance of delivery of the performance by the Organizer.

2.4. Payment via fiat currencies. Payment is made in Euro ("EUR") or British pounds ("GBP"), depending on the currency in which the price is set.

2.5. Refund Policy. If the Purchaser is to be refunded the purchase price paid and the Purchaser has paid the purchase price in money, then the purchase price will be refunded to the Purchaser in the same way as the payment was made and if this is not possible, then by wire transfer to the Purchaser's bank account. The Purchaser agrees to provide the Organizer with all assistance to refund the purchase price.

3. Liability for defects

3.1. Liability for defects. The rights and obligations of the contracting parties arising from defective performance shall be governed by the relevant provisions of the relevant legislation, in particular, the CC and the Act No. 634/1992 Coll., on Consumer Protection, as amended. The Organizer shall be liable for defects in the performance that existed at the time of receipt by the Purchaser. If the defect manifests itself within six months from the moment of receipt, the performance shall be deemed to have been defective already upon acceptance.

3.2. Inspection. The Purchaser is obliged to inspect the performance without undue delay after its receipt and notify the Organizer of any defects. The Purchaser shall notify the Organizer of any apparent defect within seven days of receipt. If the defect is not apparent upon receipt and appears only later after receipt, it is then a latent defect. The Purchaser shall be obliged to notify the Organizer of the discovered latent defect without undue delay from the discovery of such defect, but no later than 24 months after delivery of the performance.

3.3. Rights from defective performance. If the defect constitutes an insubstantial breach of contract, the Purchaser is entitled to demand the removal of the defect or the provision of a reasonable discount, unless this is unreasonable, the consumer may demand delivery of the item without defects. If the defect constitutes a material breach of the contract, the Purchaser is entitled to demand the removal of the defect or the provision of a reasonable discount or to withdraw from the contract.

3.4. Claims. The Purchaser is entitled to claim the identified defects from the Organizer by e-mail sent to the Organizer's e-mail address. In this e-mail, the Purchaser shall indicate the designation of the performance, the date of its receipt, a description of the defects found, and what right he/she claims from the defective performance. If the defective performance is a physical item, the Purchaser is obliged to deliver the defective

item to the Organizer for inspection. Until the delivery of the defective item in such a case, the Organizer cannot proceed with the claim resolution.

3.5. Complaint decision. The Organizer shall respond to the complaint within seven working days from its reception. The Organizer might request additional documents needed for the decision. The Organizer is obliged to decide about the complaint within thirty days of the acceptance of the complaint and the Organizer shall send the Purchaser a confirmation of the settlement. If the Purchaser fails to provide the Organizer with the needed documents for the decision on the complaint, the Organizer is not obliged to decide on the complaint. The Organizer shall communicate the decision on the complaint to the Purchaser by e-mail.

3.6. Claim costs. The Organizer's costs associated with the settlement of the complaint in the event of its acceptance shall be borne by the Organizer. The Purchaser shall bear the costs of delivering the claimed performance to the Organizer for the claim resolution.

3.7. Provision of discount. In the case of a claim for a reasonable discount, the discount is always granted in money.

4. Withdrawal from the contract

4.1. Right of withdrawal. Each of the contracting parties is entitled to withdraw from the contract if the other contracting party has breached the contract in such a material way that the other contracting party would never have concluded the contract in such a case, or for other reasons specified in these GTC.

4.2. The impossibility of withdrawal from the contract for the purchase of tickets by the consumer. A consumer Purchaser is not entitled to withdraw from a contract for the purchase of tickets within fourteen days of its conclusion pursuant to Section 1829 et seq. of the CC, as it is a contract for the use of leisure time, where the performance is provided within a specified period within the meaning of Section 1837(j) of the CC.

4.3. Withdrawal from the Contract for the purchase of conference services by the consumer. If the consumer Purchaser has entered into a Contract for the purchase of conference services, the Purchaser has the right to withdraw from the contract according to the cancellation policy applied to each service and published on the Conference Website. The Purchaser shall send the withdrawal from the Contract for services to the Organizer via the electronic contact details provided on the Conference Website. For the avoidance of doubt, this section shall not apply in relation to the purchase of tickets.

5. Special provisions for ticket purchase

5.1. Types of tickets. The Organizer offers different types of tickets for sale, which differ mainly in the entitlement of their holder to participate in different parts of the Conference. The different types of tickets and the rights or restrictions associated with them are listed on the Conference Website or on linked third-party websites. The Organizer reserves the right to change the ticket types and their characteristics.

5.2. Ticket Holder's Entitlements. The holder of a valid ticket („**Attendee**„) is entitled to attend the Conference and the accompanying program on a one-time basis, to the extent of the type of ticket held, in accordance with section 5.1. Entry to the Conference will be granted to the first Attendee who presents the ticket at the time of registration. Tickets may not be reproduced or altered.

5.3. Quantity limitation. The possibility of purchasing tickets is limited in quantity and can be divided into several periods when only a limited number of tickets can be purchased at one time. The Organizer further reserves the right to limit the number of tickets that may be purchased by an individual Purchaser.

5.4. Ticket delivery. Purchased tickets will be delivered to the Purchaser electronically to the e-mail address provided by the Purchaser without undue delay after the Purchaser has paid the purchase price in full.

5.5. Cancellation policy. Ticket purchases cannot be cancelled and the Purchaser is not entitled to a refund if they do not or cannot attend the Conference unless stated otherwise on the conference website.

6. Terms and conditions of participation in the Conference

6.1. Consent with the terms and conditions of participation. By entering into the Contract, the Purchaser agrees to the terms and conditions of participation in the Conference. If the Purchaser is purchasing tickets for another Attendee, the Purchaser shall inform the Attendee of the terms and conditions of participation in the Conference before purchasing the tickets and shall purchase tickets for another Attendee only if the Attendee agrees to the terms and conditions of participation in the Conference. By attending the Conference, the Attendee agrees to the terms and conditions of participation in the Conference.

6.2. Registration of Attendees. Before entering the Conference, the Attendee is obliged to register at the place designated for this purpose by the Organizer. As part of the registration of Attendees, the Organizer shall verify the validity of the ticket by checking the name in the system. Upon successful verification of the validity of the ticket,

the Organizer will provide the Attendee with a conference badge and allow the Attendee to enter the Conference.

6.3. Attendee's obligation to present the ticket. The Attendee is required to carry the badge or any other visible identification issued by the Organizer, at all times during the Conference. If the Attendee fails to present a valid ticket (badge) when requested to do so, this shall constitute a serious breach of the conditions of participation in the Conference and the Organizer shall be entitled to expel the Attendee from the Conference.

6.4. Prohibition of recording of the Conference. The Attendee is not entitled to make any audio-visual recordings of the Conference, in particular recordings of individual keynotes or other features and discussions, and is not entitled to distribute any recordings in any way or to communicate them to the public or otherwise provide them to third parties in any form, including digital form, unless he/she obtains the consent of the Organizer or is entitled by law to do so.

6.5. Other obligations of the Attendee. The Attendee is obliged to behave in such a way that the orderly course of the Conference is not disturbed, in particular not to disturb other participants and speakers by loud talk or telephone calls, and to behave respectfully towards other participants and other persons. During a keynote, lecture or similar feature of the Conference program, an Attendee may speak only if invited to do so. The Attendee is obliged to respect and comply with all instructions of the Organizer and the instructions of persons authorized by the Organizer.

6.6. Consent to the capture and use of the Attendee's likeness. The Attendee hereby expressly agrees that the Organizer or persons authorized by the Organizer may make an audio-visual recording of the Conference, including the taking of photographs and recordings of reportage and illustrative nature, which may depict the Attendee's likeness.

6.7. Exclusion of the Attendee. If the Attendee in any way violates the terms and conditions of participation in the Conference, including the Operating Regulations, the Organizer's instructions, or the instructions of persons authorized by the Organizer, the Organizer may invalidate the Attendee's ticket, prevent the Attendee from further participation in the Conference and expel the Attendee from the Conference. If the Attendee expresses disagreement with the terms and conditions of participation in the Conference, the Attendee must leave the Conference immediately. In such case, the Organizer shall be entitled to expel the Attendee from the Conference and not to allow the Attendee to participate in the Conference again. The Organizer shall not be obliged to refund the ticket price paid to the Purchaser or to pay any damages to the Purchaser or the Attendee in the cases referred to in this section.

7. Cancellation, change of date and venue of the Conference

7.1. Cancellation of the Conference. The Organizer has the right to cancel the Conference. In this case, the Organizer shall inform the Purchaser of the cancellation. The Purchaser will get a refund of the ticket purchase price paid or the validity of the purchased ticket will be transferred to the next following year's Conference. The Organizer must notify the Purchaser of the decision made within thirty days of the notice of cancellation of the Conference or within another period specified by the Organizer.

7.2. Change of date or venue of the Conference. The Organizer reserves the right to change the date or venue of the Conference. In such case, the Organizer shall inform the Purchaser of the change of date or venue. The Purchaser shall have the right to withdraw from the Contract within fourteen days of receipt of information about the change of date or venue of the Conference.

7.3. Change of the Conference program and other changes. The Organizer reserves the right to change the Conference program, including changing the duration of the Conference, the structure, duration, and focus of individual keynotes, lectures, workshops, speakers, and, where appropriate, other changes to other features of the Conference. Such changes shall not constitute a material change to the features of the Conference and shall not give the Purchaser the right to withdraw from the Contract or constitute a defect in performance.

8. Change of GTC

8.1. The right to change the GTC and to be informed of the change. The Organizer hereby reserves the right to amend or complement these GTC at any time. Purchasers and Attendees will be informed of changes to these GTC via the Conference Website.

8.2. Effective date of the new version of the GTC. The new version of the GTC will be effective from the moment of its publication on the Conference Website. Unless otherwise stated in the GTC, the rights and obligations arisen during the period of effectiveness of the previous version of the GTC are not affected.

9. Final provisions

9.1. The nature of the GTC. These GTC are an integral part of the Contract and the Contract for services concluded between the Organizer and the Purchaser.

9.2. Applicable law and dispute resolution bodies. The Contract, the Contract for services, and all related rights and obligations of the Organizer and the Purchaser or Attendee shall be governed by the laws of the Czech Republic. If any of these legal relationships contain an international element, then the Organizer, the Purchaser, and

the Attendee expressly agree that the relationship shall be governed by the law of the Czech Republic.

9.3. Dispute Resolution. The Organizer and the Purchaser declare that disputes arising out of or in connection with the Contract, Contract for services or in connection with attendance in the Conference shall preferably be settled amicably, in particular by negotiation between the parties. For this purpose, the Purchaser shall first contact the Organizer via the electronic contact details provided on the Conference Website. Only if no amicable settlement can reasonably be expected, the Parties agree that the dispute shall be finally settled before a general court of the Organizer, in accordance with the laws of the Czech Republic.

9.4. Out-of-court dispute resolution. The Czech Trade Inspection Authority, with its registered office at Štěpánská 796/44, 110 00 Prague 1, Czech Republic, ID No.: 000 20 869, website: <https://www.coi.cz/informace-o-adr/>, is competent for the out-of-court settlement of consumer disputes arising from the Contract or Contract for services. In the case of contracts concluded online, the Purchaser who is a consumer may also use the online dispute resolution platform set up by the European Commission at <http://ec.europa.eu/consumers/odr/>.

9.5. Language version. This GTC are written in the English version. Any translations into other languages are for informational and non-binding purposes only.

9.6. Separability. If individual provisions of these GTC become invalid, ineffective, or unenforceable, the validity, effectiveness, and enforceability of the remaining provisions shall not be affected.

9.7. Effective date of the GTC. These GTC are valid and effective from the moment of publication on the Conference Website.