

General Terms and Conditions

Applicable for events produced by the Summit of Minds

RECITALS

Summit of Minds SARL sells services in relation to the registration of participants at paid events it organizes. These terms and conditions apply for the sale of services offered on this website. All orders for the provision of a service offered on the www.summitodfminds.com e-commerce website are subject to prior acceptance of these terms. Therefore, customers acknowledge that they are fully aware that their acceptance of the content of these terms and conditions does not require the manual signing of this document, in so far as the customer wishes to order online the services presented on the e-commerce website. By double clicking on the purchase order customers effectively enter an electronic signature that has the same value as a handwritten signature between the parties.

Summit of Minds SARL advises customers to save and/or print these terms and conditions and store them safely in order to be able to invoke them at any time during the contract if necessary.

These general terms and conditions define the contractual agreement:

BETWEEN:

Summit of Minds SARL, whose head office is located at 219 chemin de la Croix des Pècles, 74400 Chamonix - FRANCE, registered on the Annecy R C S under number 843 210 824, Hereinafter referred to as "We/Us"; On behalf of www.summitofminds.com, Summit of Minds' online registration platform,

Hereinafter referred to as the "Website";

AND

Any natural or legal person visiting or making a purchase on the Website for themselves or for a third party, hereinafter referred to as "You";

ARTICLE 1. ENTIRETY

These terms represent all of the parties' obligations. Therefore, You are deemed to have agreed unreservedly to all the provisions of these terms and conditions. These terms and conditions will prevail over all other terms.

ARTICLE 2. ORDERS

2-1 The information on the Website does not constitute an offering in the legal sense of the term. Therefore only orders made between You and Us constitute such an offering.

2-2 All internet users can read the terms and conditions on the Website. Therefore, any order implies your full and unreserved acceptance of the conditions set out in this contract. You are notified of these terms during the order validation process and each order is registered subject to their acceptance. Anyone purchasing a service on the Website therefore acknowledges that they are

perfectly familiar with these terms and shall refrain from denying such knowledge in the event of a dispute.

- These terms are potentially subject to change and it is understood that the terms and conditions in force at the time at which the order is taken shall apply. - In the event of a dispute, an amicable solution will be sought and, failing that, any claim of any kind shall always come under the exclusive jurisdiction of the courts in the country where Summit of Minds is domiciled and will therefore be subject to French law.

2-3 To purchase a service You must fill out the online registration form on the event Website, where all your necessary contact details will be requested; You are informed and accept that your email and any information necessary for your identification given by yourself are the proof of your identity and consent.

After having taken note of the order form, and once all the requested information has been completed by the You, You will check the box of acceptance of these general conditions of sale and click on "Pay & Register". The validation of the order includes the words "order with obligation to pay". This second click constitutes an electronic signature This signature has value and commits the Customer in the same way as a handwritten signature. The order form will be registered in HUSKI's computer registers, which are kept on a reliable and durable basis and will be considered as proof of the Client's commitment.

2-4 After accepting the terms and conditions and validating them, We will send You an e-mail confirming Your order to the email address that You gave Us when creating your profile or when ordering. This email is our acceptance of your order and thus constitutes the sales agreement between Us and You, subject to the terms and conditions set out in this contract. We will then process the order in accordance with the terms of this contract. The order and the agreement between us will be considered as definitive only after the display by Us of the email summarizing your order, which is acknowledgment of receipt of the order. No order shall be considered as a sales agreement without the sending of this email by us.

2 – 5 In any case, We reserve the right to refuse any order in case of (i) litigation existing with you, (ii) total or partial non-payment of a previous order by yourself, (Iii) refusal of authorization to pay by credit card of the banking organizations. Our liability cannot be incurred for such a refusal.

ARTICLE 3. PRICES

3-1 The prices displayed on the Website are given:

- - in Euros [EUR] and include all taxes applicable in France,
- - in Euros [EUR] and exclude taxes for countries other than France.

These prices are only applicable for the Summit of Minds 2019 organised in CHAMONIX -France between 20 and 22 September 2019 ("the event").

3-2 The price displayed on the Website at the time of your order is guaranteed. The price shall be fully paid at the order.

3-3 The registration fee includes, during the period mentioned in the email summarizing your order: - Access to the entire program of the event; - The provision of all official documentation; - Coffee breaks, lunches and dinner for each participant plus one person accompanying them; - The outside

activities program – as mentioned in the email summarizing your order. The registration fee does not include any services or items not expressly mentioned in your order and in the email summarizing your order.

Please kindly note that accommodation and travel are not included in the registration fee and must be booked separately by Yourself at your own risks.

Please note that the price does not include any insurance if you where to cancel your order for any reason whatsoever.

Please note that for reason beyond the control of Us such as weather conditions or number of persons attending the event, the outside activities program may be cancelled or change for other activities. By ordering and accepting these terms and conditions you fully agree that We are entitled to modify the outside activities program for reasons such as weather condition and you fully agree on such modifications/cancellation without the possibility for you to obtain any partial or total refund of your registration fees.

Please note that the registration fee is a lump sum and that not partial refund shall be made if You do not attend one or several of the events, lunches... mentioned in your order of if you attend the event for a shorter period than mentioned in Your registration.

Please note that We remain free to subcontract to any subcontractors of Our choice any of the services, lunches or events.

ARTICLE 4. PAYMENT METHODS

Different payment methods are offered on the Website during the validation of your order to let You pay for your orders easily and safely:

4-1 - By bank transfer (bank charges borne by the customer (You) only) using the following information: IBAN: FR76 3000 4006 8300 0101 8681 093

Clearing number: 30004

BIC: BNPAFRPPXXX

Beneficiary: Summit of Minds

Bank's address: BNP Paribas, 10 rue Charles Dupraz 74100 Annemasse

For payments by bank transfer, your order will be confirmed to You when the transfer reaches our bank account. The unique identification code provided by the booking system must be given as a reference to provide the source of payment.

4-2 - By debit card online (secure SSL payment using the following cards: Visa, Eurocard, Mastercard). You will be asked to enter your card number, expiry date and CVV number. Transactions are processed by Stripe, a secure payment operator.

PLEASE NOTE that We do not accept cheques. An email will be sent to You confirming your payment to Summit of Minds SARL.

The payment itself will only be considered executed after the actual collection of the funds by Us. In the event that the debit of the price is impossible, your order will be automatically cancelled.

Charges relating to non-French bank transactions are NOT covered by Us and must be taken into consideration when sending bank payments to insure the correct amount is received by Us. We are

not responsible for any payment discrepancies caused by variations in exchange rates used by your bank.

Any sum not paid on its due date will automatically produce interest for late payment corresponding to three times the legal interest rate and will make payable a payment of 40 € for collection costs. Such interest shall be due until the day of payment of the amount due, including interest.

ARTICLE 5. CONDITIONS AND TIMELINES FOR EXERCISING RIGHT OF WITHDRAWAL

5-1 In accordance with French law, anyone placing an order on the Website has a period of 7 [calendar] days to assert their right of withdrawal as of the date of acceptance of the sales agreement, i.e. the date that your basket is validated and that the e-mail is sent to confirm that We have received your order. All cancellations must be sent by email to info@summitofminds.com or by post to the following address:

Summit of Minds Client Service, 219 chemin de la Croix des Pècles, 74400 Chamonix, FRANCE

5-2 If your withdrawal request does not meet the conditions set out in this contract We shall be entitled to demand full payment from You for the service(s) ordered.

ARTICLE 6. CANCELLATION - REFUND POLICY & LEGAL WARRANTY

6-1 Your order may be cancelled under the following conditions: - Refund without charge for cancellations made up to 60 days before the start of the event. - 50% of your order amount will be charged for cancellations made up to 30 days before the start of the event. - The total order amount will be charged in the event of cancellations up to 15 days before the start of the event or a “no show”. - Participants may be substituted free of charge but We reserve the right to validate their participation to ensure that they meet our selection criteria.

All cancellations must be sent by email to info@summitofminds.com or by post to the following address:

Summit of Minds Client Service, 219 chemin de la Croix des Pècles, 74400 Chamonix, FRANCE

Receipt of claims by e-mail cannot be guaranteed by Us. A return receipt shall be necessary in the event of disputes.

6-2 Cancellation of the event by Summit of Minds SARL. We may cancel or postpone an event if the number of participants for the event in question is insufficient. Up until the registration deadline We shall bear all the risks associated with the event not taking place and particularly the sole burden of any costs incurred in anticipation of the event. Should the event be cancelled or postponed participants will be notified by email and will not be entitled to any compensation or indemnity whatever the reason for the cancellation or postponement. Only registration fees collected at the time of order will be refunded.

6-3 Force Majeure If, due to force majeure as defined by French law, “imprevision” (unforeseeable event) as defined by French law or any event beyond our control, it is impossible to use the necessary premises or maintain the program of the event, making it impractical to do all that needs to be done to organize the event properly, We may cancel at any time, notifying participants by email

and the latter will not be entitled to any compensation or indemnity whatever the reason for such a decision. Only registration fees collected will be refunded.

6.4 The services supplied by Us shall be entitled, without any additional payment, to the legal warranty of conformity, for the services apparently defective, damaged or not corresponding to the order in accordance with the terms and conditions set out in in this terms and conditions.

It is recalled that within the framework of the legal guarantee of conformity of French law, you must, within a maximum period of 2 days from the end of the event, inform Us, in writing to the address mentioned in section 7, of the non-conformity of the services. In any case, provided that Our responsibility is engaged and proved, We will refund the part of your registration fees corresponding to the defective services. You will not be entitled to any compensation or indemnity whatever the defective Services are. Only registration fees collected will be refunded. We shall in any case be responsible for any other delay or additional costs you may incur and will shall not be responsible in case of delay or non-performance due to force majeure as defined by French law, "imprevision" (unforeseeable event) as defined by French law or any event beyond our control, it is impossible to use the necessary premises or maintain the program of the event, making it impractical to do all that needs to be done to organize the event properly.

ARTICLE 7. LEGAL INFORMATION

7-1 Legal Notice

The Website is Summit of Minds' online registration platform for participants to register for paid events. If You have any comments or questions about the Website, You can contact Us by sending an email to info@summitofminds.com or by writing to Us at the following address:

Summit of Minds Client Service 219 chemin de la Croix des Pècles, 74400 Chamonix, FRANCE

7-2 Permission to access the Website

You may access and use the Website solely for personal purposes, and without express written consent from Us and under penalty of prosecution, You are not authorised to use it or any of its content for commercial purposes or for any other activity that may be damaging to Us.

7-3 Applicable Law

All clauses in these terms and conditions and in the relevant purchase and sale transactions are subject to French law.

7-4 Liability

- We shall ensure that our entire team will do everything possible to provide You with the best possible quality of service. - Despite our vigilance and every precaution that We have taken with our partners to enable You to take advantage of the services We offer, We are unable to guarantee avoiding disruptions in the functioning of the various parts of the Website.

Therefore: - We accept no liability for direct or indirect damages resulting from access to or use of the Website or parts of it and We accept no liability resulting from the inability to access or use it. - Similarly, We are not responsible for any risks associated with the installation of software to view the

Website or for any damages resulting from transmission errors, technical defects, overload or disruptions in communication. - Furthermore, You alone are liable for orders for services that are illegal in Your country or subject to prohibition on its territory, and as such we cannot be held liable.

7-5 Protection of personal data

- Whatever the nature of personal data concerning You that We receive, either that We are entitled to ask from You under this contract or that We collect automatically, We will strive to process such data with the utmost confidentiality, protect it and use it for the sole purpose of carrying out Your requests or improving services which may be offered to You on the Website.

- However, You can exercise your right to access, rectify or object to this data at any time in your customer account by sending Us an e-mail to info@summitofminds.com

- The hosting server of all data is situated in Switzerland.

7-6 Copyright and Credits

The design, form, title and all content of the Website are the sole property of Summit of Minds SARL, with the exception of content that comes under specific agreements with our partners and whose copyrights are duly explicit on the Website where they appear. Therefore:

- You are under no circumstances allowed to copy, save, reproduce or print such content for any other use than to let You complete your purchases on the Website as part of this contract. - We and our partners reserve the right to take action against You if any of this content (image, text, codes, etc.), is used without our expressed written consent or the express written consent of our partners for content that concerns them, for purposes other than those specified in this contract.

- The publication on the Website of reviews, notifications and any other content that You may send Us for this purpose remains at our discretion. - In the event of publication, You hereby grant Us the right to use, reproduce, modify or remove such content as We deem necessary, content whose copyright You are required to own.

- Failing this, if We were to be sued by a third party owing to content that You released to Us, You would be required to pay compensation to Us to the amount of damages that We suffer.

ARTICLE 8. GOVERNING LAW AND JURISDICTION

You are informed of the possibility of using, in case of dispute, a conventional mediation procedure or any other alternative means of dispute settlement. Failing agreement within a period of two months from the notification of the dispute to the other party, all disputes to which this contract may give rise, concerning its validity, interpretation, execution, termination, consequences of the Order shall be submitted to the competent courts of Annecy (France).

These general terms and conditions are governed by French law. The place of jurisdiction is Annecy (France). Chamonix, January 2019