

Terms and Conditions of GatherNext

Introduction

GATHERNEXT SINGLE MEMBER P.C., hereinafter called GATHERNEXT as the distinctive title, is incorporated and operating under Greek Law, with registered office in Aigeira Achaïas, Aigeira 0, Postal Code 25010, VAT Number: EL 801697044/ Tax Office Aigio Achaïas, operating as a provider of IT services. You can contact GATHERNEXT at info@gathernext.com.

Acceptance

The following terms and conditions (the “Terms”) govern all use of our websites (www.gathernext.com , www.gathernext.gr , www.gathernext.eu) (the “Site”) and their subdomains. The Site, the services available through the Site (hereinafter referred to as “Service”), and our software platforms and applications (collectively our “Applications” or “Software”) are owned and operated by GATHERNEXT. By using any part of the Service, you agree to all the Terms and Conditions and the Privacy Policy contained herein. To use the Services the user must be of age according to the Greek legislation.

If you do not agree with any of these Terms and the Privacy Policy contained herein, in their entirety, you are obliged to avoid further use.

Modifications

GATHERNEXT can modify the Terms without prior notice and you are responsible to check these Terms for any changes. If you continue to use the Service, this constitutes that you accept these changes. The Terms are published at <https://www.gathernext.com>.

Service Use - Service Termination

You may not use the Service for any illegal or unauthorized purpose. You should provide true and current information about yourself when you are registering at the Site or to GATHERNEXT’s Services. GATHERNEXT has the right to suspend your account or terminate the service at any time without notice when you use the service inappropriately.

Content

You warrant that you have all the rights to use the content you submit to the Service and that you do not violate the rights of any third party. Your content should comply with all applicable laws and regulations. GATHERNEXT reserves the right to remove any of your content from the Site or Services.

Who is who?

When we use the terms “Customer”, “Consumer”, “Visitor” and “User” we mean the following:

Customers

Customers are individuals that are employees or/and associates of GATHERNEXT's direct customers (for example event planners, event organizers, conference organizers, travel buyers, meeting space providers, corporate buyers, professional associations, non-profit organizations, public and private bodies, etc.), including customer personnel that are assigned a Login ID and are authorized to access and use our Applications pursuant to an active GATHERNEXT agreement, or under a temporary evaluation license, if available. Additionally, Customers include individuals who self-register to access our Applications. Customers can use the Service to provide information for the event they organize and collect registration fees by users who want to attend the event. Online payments are transacted through third-party online payment service providers.

Consumers

Consumers are individuals that interact with our Customers through our Applications. These include our Customers' current and prospective clients, members, attendees, sponsors, exhibitors, marketing partners, hotel guests, or other business contacts. For example, Consumers include individuals that register for an event organized by a Customer or complete an online survey.

Visitors

Individuals that interact with our Sites (for instance, to read about GATHERNEXT products and services or sign up for an online demo), as well as those who attend GATHERNEXT marketing events and whom we meet at a tradeshow or learn about through a referral from third parties or other external sources.

Users:

Users: Customers, Consumers, Visitors.

General Rules

GATHERNEXT offers software solutions to event planners, event organizers (Customers) etc. We have developed a Registration System, which is a Cloud web application that serves the planning and management of registrations in events and conferences. With our Software we facilitate Customers to promote/ provide/sell their products/ services e.g.: events, tickets etc.

Our Registration & Event Management Software enables Customers to:

- Create Participant Types: Create as many attendee types as they need based on their event requirements e.g.: Speaker, VIP, Press, Staff etc.
- Build Forms & Form fields: Create custom fields such as: e-mail, number, phone number, text, date, time, file, country, language, choice, matrix and build custom Registration Forms tailored to their event needs and to each participant type.
- Create e-mails: Create many and different types of e-mail and assign them to each participant type. E-mails can be sent: a) Manually to each participant or as a bulk b) Automatically after a condition is met that triggers it. Send personalized e-mails, such as

professional invitations, certificates (PDF), registration reminders etc. All the above by using Organizer's email address and email provider if needed.

- Build Public Page: Create branded event registration micro-website including information such as: a) Conference Details b) Google map c) Logo and details for Organizer, Partners and Sponsors d) Registration page for each participant type e) Program etc.
- Allow Pre-Registration: Participants start to register by filling out the fields that are placed on the form. Participants are able to edit/cancel their registration and administrators/Organizers are notified of each change that took place.
- Manage Database: The participant details appear in the database with unique participant registration ID & QR Code as Separate-records and List-view. Administrator and Organizer can manage registrations with possibility to filter, sort and search by using any of the fields. Participant's data (CSV file) can be imported into the database.
- Monitor Statistics & Reports: Before, during and after the event for each participant type and status you can monitor & download: a) Registration flow b) Attendance flow c) Choice field Charts d) Custom report with the desired form fields.
- Design Badges: Make customized name badges by extracting registration information. QR code, images (JPEG / PNG) can be printed on it.
- Allows Onsite Check & Registrations: Approved participants present themselves at the desk with the confirmation e-mail, either printed or in electronic form. After scanning, a personalized badge is printed. Participants who do not have the confirmation with them can be found quickly via the access control application. New participants may wish to register on site without a previous registration.

GATHERNEXT exclusively acts as intermediate, as a facilitator of the services that are presented and offered through the Site and provided by Customers. Customers, as displayed and communicated on the Site are in line with the terms and conditions that each Customer sets and communicates to the Consumers of its services/products.

Disclosure and Acceptance of General Terms of Business

- Access to and/or use of GATHERNEXT information, services and Customers products, as such services and products are presented on the Site, requires acceptance of these terms, both general and special by type of service, and of the terms of use set and disclosed by Customers in relation to the products they offer.
- Access to the Site and use of the offered services requires that Users have carefully read, understood and unreservedly accepted these terms.
- GATHERNEXT reserves the right to unilaterally amend these terms, with no prior notice. Any modified version of these terms will be posted on the Site, replacing the previous one. For this reason, Users must be informed of and accept, if necessary, the amended terms.
- Consumers must be informed of the terms and conditions that selected Customers apply to the provision of the products/services displayed and/or offered through the Site. Consumers must be informed of and accept these terms and conditions, in line with the procedure and conditions that Customers establish, set and disclose from time to time. GATHERNEXT will not be liable for and will not be required to ensure any disclosure or

acceptance procedure through the Site, unless in cases and to the extent that the applicable legislative and regulatory framework so requires.

- If, for any reason, a User does not accept one or more of these terms of use or the terms of use set or disclosed from time to time by Customers or GATHERNEXT, such User must refrain from using the Site and the services, otherwise it will be presumed that the terms have been unreservedly accepted.
- The terms of this paragraph apply pro rata to phone orders made by the Users of GATHERNEXT services, which, in any event, are disclosed to the Users on completion of each transaction. In this case, the User will be considered to have unreservedly accepted the terms if no objection is raised at the time of their disclosure.
- For the avoidance of any doubt, non-acceptance of any term hereof or any term of purchase/supply in relation to products/ services offered by Customers will entail non-provision of the product/service that the Consumer has selected and potentially, blocked access to the services offered through the Site, in whole or in part.

Conditions of Access and Use

- The services provided by GATHERNEXT are available online and through the Site. Access and use of the services that are offered through the Site require an internet connection.
- In addition to the procedure of online access and service provision, GATHERNEXT may offers its Users a phone service support option, at an agreed fee. These terms apply pro rata to phone support for the provided products/services.
- Users of the services offered through the Site must be over 16 years old, have the capacity to perform legal acts and, when acting on behalf of third parties, be duly authorized in that respect.
- The successful completion of service provision through the Site requires that the User discloses and GATHERNEXT collects and processes information referring to the User, which may constitute personal data.
- Consumers of the Site and of the services offered through the Site unreservedly authorize GATHERNEXT to collect, use and forward to Customers the information required for the provision of the services, under the terms and conditions set out below in section "Protection of Personal Data".
- Any User that disagrees with the collection, use, processing and/or forwarding of his personal data under these terms must stop and refrain from using the services, otherwise it will be considered that the terms remain unreservedly acceptable to such user.
- Whenever a User is required to sign up to receive and/or manage the Services requested or received from GATHERNEXT, the latter may unilaterally amend, at its discretion, both the procedure and the data and information that the user must enter to register or sign up or login on his online account, including, but not limited to, his e-mail address, mobile phone, etc. Failure to follow the required procedure and/or enter the requested information, may result in blocked access to the user's online account and to the Services.

Price List - Method of Payment

- Service Charges: Customers agree to pay GATHERNEXT the then-current service charges as set by GATHERNEXT.
- If prices are shown on the Site next to each offered product/service by GATHERNEXT represent the total price for a specific product/service, including all corresponding taxes and duties.
- The prices shown on the Site next to each offered product/service by the Customers represent the total price for a specific service, including all corresponding taxes and duties and any fee payable to GATHERNEXT for the services offered through the Site, as these apply at the time of booking or transaction completion, unless otherwise specified on the Site. It is noted that if the phone booking service is used, the interested Consumer will be informed about the relevant cost in excess to the price indicated on the Site before confirming the booking, and the charge will be effected, if accepted by the Consumer.
- The cost of each product/service offered through the Site by Customers will be determined by the relevant Customer. GATHERNEXT will not be responsible for the level of, and/or any changes to these prices.
- The above prices shown on the Site may be changed by the Customer even after the booking procedure has been completed. In all cases, it is noted that any changes to the prices after a booking has been confirmed will only be made in exceptional cases, primarily due to an increase in the imposed taxes, fees and/or duties.
- GATHERNEXT has no responsibility for any payment service provider. You as a User are bound by the applicable terms of use governing the third party service provider's service.
- The price of each product/service will be paid in the manner indicated on the Site. Payment methods are: i) By deposit/ transfer to bank accounts that indicated in the Site, ii) by credit card of the specific types indicated in the Site, iii) cash in line with the instructions and conditions as may be notified by GATHERNEXT to Users from time to time.
- The particulars of the credit card holder are automatically forwarded to the payment services provider [Stripe](#) collaborating with GATHERNEXT, which will charge the service provision to the holder's credit card.
- If a reservation is made, GATHERNEXT/Customer may use the particulars of the user's credit card to secure the reservation, subject to its right to take any action to charge that credit card with cancellation fees that may apply for the booked product/service, or with the price of the product/service, in line with these terms and/or the terms of the Customer that offers the specific product/service.
- Users must use credit cards that they legally hold and are authorized to use. When a third person's credit card is used, a written authorization or consent of the card's legal holder must be presented.
- In providing and charging the services, GATHERNEXT/Customer may request from any User any information considered necessary (copy of ID card or passport and/or credit card, evidence of home address, etc.), in order to identify the User's particulars with the details of the used card's holder, as well as for any other reason that GATHERNEXT/Customer may consider appropriate, in the context of service provision. In the case of documents that cannot be sent by e-mail, these will be delivered in hard copy at the registered office of GATHERNEXT/Customer.

- If a User opts to start a transaction for the purchase of services facilitated by GATHERNEXT/Customer and/or simply to complete the transaction by paying a payment services provider of those referred to in Law 3862/2010 (including banks, electronic money institutions and physical points of sale/shops operating as agents of electronic money institutions in accordance with Law 3862/2010), the relevant provider may charge the User/payer with transaction fees, in line with its applicable commercial policy, regardless of the means or method of payment selected by the User (i.e. in cash or by card or via the banks participating in DIAS DEBIT service, supporting payments at the cashier's desk, via Internet Banking, Phone Banking and ATMs). With the exception of banks, all other payment services providers normally charge a fee of €1.00/transaction.
- The cost of each product offered through the Site will be determined by the relevant Customer and communicated to GATHERNEXT, inclusive of imposed taxes and duties. GATHERNEXT will not be responsible for the level of, and/or any changes to, these prices. Where a Customer's commercial policy so permits, GATHERNEXT may offer a ticket/booking price lower than the price set by the Customer.

Booking Service - Completion of Transaction

- If the User does not receive a transaction code (through a confirmation page, by e-mail, or to his/her mobile phone) after the submission of particulars for the completion of the transaction, or if an error message is displayed or the service is interrupted while sending the particulars, the User must contact the relevant Customer (or GATHERNEXT if acts as an Organizer) to check whether the transaction has been completed or not. GATHERNEXT may not be held liable for pecuniary or other loss if for any reason the User has not received a booking/transaction confirmation.
- GATHERNEXT exclusively acts as a booking facilitator for events/products/services presented and facilitated through the Site and offered by Customers, in accordance with the terms and conditions that each Customer establish and disclose to the public. These services are facilitated by GATHERNEXT through the internet. Please note that in the context of its facilitator activities in the field of event tickets/bookings/products, GATHERNEXT normally provides Customers (e.g. organizers and/or producers of any event, etc.) only with its Registration Management System for the reservation and issue of their tickets/bookings/products without collecting the relevant price itself. The price corresponding to the reservation and issue of event tickets/bookings/products from GATHERNEXT using any method of payment (card, cash, interbank transfer etc.), is normally collected through a payment services provider referred to in Law 3862/2010 cooperating with each Customer being the legal recipient that directly receives all proceeds, in accordance with the provisions of the above Law (Law 3862/2010).
- A booking option maybe is available for the services offered by the Customers through the Site, i.e. the option to reserve an available service on the express order of a Consumer. The booking order will be binding upon the Consumer who must in all cases pay the relevant price, unless the applicable cancellation procedure is followed in relation to the selected service.
- By following the booking procedure, as established and set out on the Site, a Consumer orders Customer to facilitate the supply of the selected product or Service.
- The Customer confirms the booking and notifies the Consumer.

- A transaction involving the booking and the supply of a selected product/service will be completed between the Consumer and the Customer that ultimately supplies the product/service. Consumers must be informed of and unreservedly accept the terms of the Customer in relation to the supply of the selected and received product. If any change is made to the particulars of a product/service selected and booked by a Consumer, Customer will take all reasonable efforts to notify the Consumer of such change.

Changes & Cancellations - Refund Procedure

Customer will be solely responsible for providing the option and determining the procedure of cancellation or change in the reservation or in the supply of products they provide, in line with the terms they establish and disclose in relation to the offered products/services. Customers accept the responsibility to provide refunds to their Consumers. GATHERNEXT is not responsible to provide any refunds to the Customer, to the Consumers or Visitors. GATHERNEXT does not provide any refunds to the Customer for the service changes.

- Changes, if so permitted by a Customer, are usually allowed within a specific time limit since the date of the event.
- Before making a purchase, Consumers may request information in writing or by phone from the relevant Customer in relation to the changes and cancellations policy.
- Consumers who wish to cancel or change their reservation or a product supplied through the Site must have a direct contact with the relevant Customer to complete the cancellation, change or refund procedure.
- If a Customer's terms allow for cancellation or change, Consumers will be informed accordingly, and the relevant terms will also apply to any refund and to any amount that might be withheld as cancellation fee.
- Customers who wish to cancel or change their reservation or a product/service supplied must send a relevant request as soon as possible to info@gathernext.com.
- GATHERNEXT might charge Customers with a cancellation or change costs, as these are determined by product/service and published on the Site.
- It is noted that GATHERNEXT's initial fee/commission for the completion of the reservation or the supply of a product/service is not refunded.
- In the event of automatic rejecting the reservation for security reasons, the money is refunded directly to the User in accordance with International Card Sharing rules.
- As mentioned above, considering that GATHERNEXT does not collect the price for the reservation and issue of Customer's product/service e.g. event tickets/bookings. GATHERNEXT will not make refunds to Consumers for any reason, and Consumers may not raise any such claim against GATHERNEXT. Any claims of service users (Consumers) may be submitted directly to the relevant Customer that has collected the price from the issue of the product/service.

Right of Withdrawal Under Law 2251/1994

In accordance with Law 2251/1994 on consumer protection, as in force, and particularly in respect of distance contracts (online or by phone), services associated with leisure activities are expressly excluded from the right of withdrawal within the meaning of this law, if the contract stipulates a

specific performance date or time limit. Therefore, this exception applies to all kinds of event tickets/bookings made available through the Site.

Copyright

Copyright ownership gives the owner the exclusive right to use the work, with some exceptions. When a person creates an original work, fixed in a tangible medium, he or she automatically owns copyright to the work.

Many types of works are eligible for copyright protection, for example:

- Audiovisual works, such as TV shows, movies, and online videos
- Sound recordings and musical compositions
- Written works, such as lectures, articles, books, and musical compositions
- Visual works, such as paintings, posters, and advertisements
- Video games and computer software
- Dramatic works, such as plays and musicals

It is important to note that your content can be removed in response to a claim of copyright infringement, even if you have...

- Given credit to the copyright owner
- Refrained from monetizing the infringing content
- Charged for a copy of the content in question
- Noticed similar content that appear elsewhere on the internet
- Purchased the content including a hard or digital copy
- Recorded the content yourself from TV, a movie theater, or the radio
- Copied the content yourself from a textbook, a movie poster or photograph
- Stated that “no copyright infringement is intended”

Some content creators choose to make their work available for reuse with certain requirements.

GATHERNEXT isn't able to mediate rights ownership disputes. When we receive a complete and valid takedown notice, we remove the content as the law requires. When we receive a valid counter notification we forward it to the person who requested the removal. If there is still a dispute it's up to the parties involved to resolve the issue in court.

Copyright notifications must include the following elements. Without this information, we will be unable to take action on your request:

- 1. Your contact information**

You'll need to provide information that will allow us to contact you regarding your complaint, such as an email address, physical address or telephone number.

- 2. A description of your work that you believe has been infringed**

In your complaint, be sure to clearly and completely describe the copyrighted content you are seeking to protect. If multiple copyrighted works are covered in your complaint, the law allows a representative list of such works.

3. Each allegedly infringing URL

Your complaint must contain the specific URL of the content you believe infringes your rights, or we will be unable to locate it. General information about the location of the content is not adequate. Please include the URL(s) of the exact content at issue.

4. You must agree too and affirm both of the following statements:

- “I have a good faith belief that use of the copyrighted materials described above as allegedly infringing is not authorized by the copyright owner, its agent, or the law.”
- And
- “The information in this notification is accurate and I swear, under penalty of perjury, that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.”

5. Your signature

Complete complaints require the physical or electronic signature of the copyright owner or a representative authorized to act on their behalf. To satisfy this requirement, you may type your full legal name to act as your signature at the bottom of your complaint.

Disclaimer

GATHERNEXT cannot guarantee the accuracy, precision and clarity of the information posted on the Site, including prices of products, since the information made available for publication by third parties and particularly Customers, and the verification and/or check of that information by GATHERNEXT, is not and could not be possible. For this reason, GATHERNEXT will not held liable in that respect, and reserves the right to proceed at no cost to corrections, updates and/or any other changes to this information, if so requested or agreed by the provider of the information, even if such a correction, update or change refers to and/or affects outstanding reservations.

- GATHERNEXT does not guarantee and will not be responsible for the displayed availability of the offered products; GATHERNEXT displays specific information on the Site as communicated by each Customer.
- GATHERNEXT does not guarantee and will not be responsible for the adequacy, suitability, availability of the products offered by Customers or for the acts or omissions of such Customers in the context of their cooperation with GATHERNEXT and/or the completion of the supply to users, which might give rise to claims for any reason. In any event, GATHERNEXT will not be held liable towards users or any third party for direct or indirect loss, lost profits, loss of revenue or profit, loss of opportunity, loss or destruction of data, and in general for any kind of actual or consequential damages resulting from or associated with access to and/or use of the Site and the products acquired through it.
- In any case, any dispute that may arise between the User and the GATHERNEXT can be resolved amicably through the European Commission's Dispute Resolution Platform (<https://webgate.ec.europa.eu/odr/main/?event=main.home.show>) and the ADR entity (s) certified in accordance with the provisions of Directive 2013/11 / EU, ANY

INDEPENDENT AUTHORITY "CONSUMER GENERAL" (<http://www.synigoroskatanaloti.gr>)
and BANK-INVESTMENT SERVICES BROKER (<http://www.hobis.gr>).

General Terms Modification

GATHERNEXT reserves its right to unilaterally amend these terms.

Non-acceptance or breach of these terms in whole or in part will entitle GATHERNEXT to reject a user's reservation/purchase and/or block access to the Site and to the products offered through it. Relations between users and GATHERNEXT are governed by and construed in accordance with Greek law, and the Aigion Achaia's courts will have exclusive jurisdiction over the resolution of any disputes.

Office - Working Hours

The official working hours of GATHERNEXT are **10.00 - 18.00 (UTC+2)** DAILY (Monday through Friday). Any requests will be handled exclusively during these hours.

Any User's request submitted after the above hours in any method (by e-mail, phone, voice mail, etc.), will be considered to have been received on the immediately subsequent working day, depending on the type of the request and the working hours of the competent department, as mentioned in the previous paragraphs.

COMMUNICATION

- Communication, including any notification required under these terms, between GATHERNEXT and the Users, will be duly made primarily using electronic means, and specifically the e-mail address, communicated by the User to GATHERNEXT to that end.
- Users must state their true particulars to GATHERNEXT, including their valid e-mail address.
- Users may contact GATHERNEXT online by sending an e-mail to info@gathernext.com.
- The method and means of communication between a Consumer and a Customer is determined by the Customer, subject to the terms and contact details stipulated and disclosed by the latter.
- It is noted that the statement of incorrect, inaccurate and/or false contact details may lead to inability and/or refusal to provide the selected service/product, and/or exclude the relevant User from using the Site and/or GATHERNEXT and/or Customer services; at the same time, the User will be responsible to repay the service/product and may be subject to further liability for compensation.
- Consumers acknowledge and authorise GATHERNEXT to disclose and forward their contact details to Customers and any natural person or legal entity on a need to know basis, in order to complete the provision of the product selected by the Consumer, as set out below in section "Protection of Personal Data".
- In case of breach of these terms, GATHERNEXT reserves the right to reject a booking on notice to the User.

General Terms of Event Entry

1. The purchase or the supply of a ticket/booking grants the ticket/booking holder the right to attend the event indicated on the ticket/booking, provided that he accepts and complies with the terms of venue operation. A spectator's entry to the event will be construed as unreserved acceptance of these terms.
2. The ticket/booking will allow one entry and will be valid only if sold at an official point of sale. The exchange, resale and distribution of tickets/booking in general will be prohibited. Tickets/bookings purchased with the intention of being used for business, commercial, advertising or other purposes without the organizers' (Customers) permission may be cancelled.
3. The Organizer (Customer) may prohibit the entry of persons under the influence of alcohol or drugs, carrying bottles or other dangerous or inflammable objects, even if they hold tickets/bookings. The transfer and use of audiovisual equipment inside the venue (to video and audio record and take photographs of the event in whole or in part) maybe be prohibited. Ticket/booking holders acknowledge that their personal belongings may be searched in the context of the above prohibitions.
4. The Organizers (Customers) will not be held liable for any quarrels between spectators, any damage or loss of personal belongings of spectators at the venue. Further, they will not be replace stolen or lost tickets/bookings.
5. The audience must follow the instructions of the Organizers' (Customers) security staff and representatives in safety issues. Crowd surfing is strictly prohibited for safety reasons.
6. If the event is postponed due to force majeure that renders the performance of the event impossible, or for organization reasons, the Organizers (Customers) reserve the right to change the date, time and place of the event by making a relevant announcement on the media/ event's website/ elsewhere. In this case, the tickets/bookings will remain valid and will not be refunded. The Organizers (Customers) also reserve the right to change the event program.
7. If an event is cancelled, tickets/bookings will be refunded within a certain period of time at the points to be announced on the media. Spectators acknowledge that the organizers (Customers) will not be responsible to pay compensation for any costs incurred as a result of the cancellation, other than the price of the tickets.
8. An event will be considered to have been completed and will not be postponed if interrupted and postponed for reasons of force majeure not earlier than thirty-five (35) minutes from its start. In this case tickets/bookings will not be refunded.
9. If the same ticket/bookings allows entry to/attendance of several events, happenings, performances, concerts (e.g. festival) and the performance of a group or individual artist is cancelled, spectators acknowledge that they will be refunded the corresponding portion of the ticket/booking price and that the Organizer (Customer) will not rely on any assessments of the artistic value of the group or artist that did not perform.

10. This ticket/booking will not entitle its holder to any other free item, unless so announced. Purchase of items at the bar/canteen is optional.

11. Portions of the event may be video/audio recorded. Any audience appearing in those portions may make no claims against the recording company or the Organizers (Customers).

12. In the case of discounted tickets/bookings (for students, youth, unemployed, etc.), holders must carry and show at the event entry the relevant card/certificate (student pass, unemployment card, etc.).