Organizer Terms of Use applicable BEFORE
January, 24 2023 to non-US organizers

Entry into effect: November 6th, 2020

1. **Purpose**

Swapcard provides an app that can be accessed via www.swapcard.com and its subdomains, and an API (collectively, the Application) via which it offers professional event organizers (the Organizers) a turnkey solution enabling them to create a platform for each of their events (the Event Platform) that can be accessed by registered natural persons and/or people who might be interested in the event (the Attendees) and businesses taking part in the event (the Exhibitors).

Swapcard enables the Organizer to create and customize one or more Event Platforms, and puts at their disposal different services (the Services), which can be listed in a purchase order form (the Purchase Order), with the aim of allowing Attendees and Exhibitors to share content and easily connect with each other before, during and after the events (the Events).

The purpose of these general terms and conditions (the General Terms & Conditions) is to lay down the procedures and conditions governing Organizers' access to the Application, and set out the rights and obligations of the parties within this scope.

The conditions can be accessed and printed out at any time by going to the direct link at the bottom of the website page [https://swapcard.com](https://swapcard.com).

They are supplemented by a Purchase Order that can be accessed online or sent by Swapcard and/or a master services agreement (the Specific Conditions), that include the duration of their contractual commitment, the number of Event Platforms and the Services to which they have subscribed, as well as the specified financial conditions (collectively, the Contract).

In the event of contradiction, the Specific Conditions will take precedence over the General Terms & Conditions.

2. **Application and Services provider & contact details**

The Application and the Services are provided by Swapcard, an SAS (simplified joint stock company) registered on the Paris trade and corporate register under number 790 356 760, headquartered at 6 rue de Paradis, 75010 Paris (Swapcard).

Swapcard can be contacted via the following email address: support@swapcard.com.
3. **Access to the Application and Services**

3.1 **Legal capacity**

The Application and Services can be accessed by:

- Any natural person with full legal capacity to make undertakings under these General Terms & Conditions. Natural persons without full legal capacity can only access the Application and Services with the agreement of their legal representative.

- Any legal entity represented by a natural person with the legal capacity to contract in the name of and on behalf of the legal entity.

3.2 **Business General Conditions**

These General Terms & Conditions are exclusively designed for business, meaning any and all natural persons and legal entities undertaking a remunerated activity other than occasionally in any sector of industry or commerce.

4. **Acceptance of the General Terms & Conditions**

Organizers agree to the General Terms & Conditions by ticking a box on the registration form and/or when they sign the Purchase Order.

Organizer acceptance must be full and unequivocal. Any conditional acceptance will be regarded as null and void. Organizers who do not agree to being bound by these General Terms & Conditions must not access the Application or use the Services.

5. **Registration**

5.1 Organizers must register to be able to use the Services by completing the relevant form in the App. The Organizer must supply all required information, specifically their surname, first name, work email and password. The Organizer acknowledges and agrees to the email address given on the registration form being their username.

Any incomplete registration forms will not be accepted.

Registration leads to an Organizer account being created (the **Account**) providing access to a personal area (the **Personal Area**) enabling the Organizer to manage their usage of the Services in a format and using the technical resources that Swapcard deems most appropriate for delivering the aforementioned Services.

5.2 The Organizer warrants that all the information that s/he provides on the registration form is accurate, up to date and truthful, and is not in any way misleading.

The Organizer undertakes to update this information in their Personal Area if changes occur, so that the information continues to meet the aforementioned criteria.
The Organizer is advised and accepts that the information provided in order to set up or update their Account constitutes proof of identity. The Organizer is bound by the information provided as soon as the information is approved.

5.3 Organizers can log in to their Personal Area at any time once they have entered their username and password.

The Organizer undertakes to make personal use of the Services and not allow any third party to use them on their behalf or instead of them, unless they take full responsibility.

Organizers are also responsible for keeping their username and password confidential and secure. Any logins to the Application using their username and password will be deemed to have been effected by the Organizer. The Organizer must immediately contact Swapcard if they notice that their account has been used without their knowledge. The Organizer acknowledges that Swapcard is entitled to take all the appropriate measures in this case.

6. Services

The Organizer has access to the following Services in a format and in line with the technical resources and features that Swapcard deems most appropriate.

6.1 Creating an Event

For all Event Platforms, Organizers must first use the Services to create a page promoting the Event (the Event Page), on which they must enter the Event name, its start and end dates and the venue where the Event will take place.

The Organizer can insert text presenting the Event and import content relating to the Event (text, photographs, corporate logos etc.). For each Event the Organizer can also import the list of Attendees, detailing the Attendees’ contact details, including their email addresses. The Organizer can make changes and add to the list of Attendees at any time.

The Organizer expressly acknowledges and accepts that importing the list of Attendees authorizes Swapcard to automatically create an account for each Attendee and to send them emails informing them about the account being opened for them.

The sending of emails to Attendees enables them to access (i) the Event Page and (ii) the list of Attendees so that they can interact with each other and view a smart suggestion of people to meet (the Networking Feature).

The Organizer may create Event Pages whenever they so wish, without any upper limits on the number during the term of the Services, and can use the Networking Feature for an unlimited number of Attendees.

6.2 Publication of the Event Page
As soon as the Organizer creates their Event Page, they inform Swapcard who then publishes it simultaneously on the Application and makes it available to the Attendees who have been imported into the Organizer's interface. However, the Organizer can also generate a generic access code to the Event Page that they can send to any Attendee, enabling the latter to access the Event Page, even if the Attendee has not been imported into the Organizer's interface.

Swapcard sends Attendees, whose name and contact details were sent to it by the Organizer via the list of Attendees, emails containing a web link enabling them to log in to the Event Page from the App, subject to logging in using the email address provided by the Organizer.

The Event Page can only be accessed by (i) Attendees whose name and contact details have been sent to Swapcard and/or (ii) people to whom the Organizer has sent the Event Page access code. The Organizer acknowledges and accepts this.

The Organizer acknowledges and accepts that the Event Page will remain accessible to the Attendees without any time limitation after the Event end date, unless the Organizer decides to shut down access to the aforementioned Event Page. However, the Organizer will still be able to access data about the Event directly from their Account.

The Organizer can also use the Application to add information of their choice on the Event Platform (such as the Event program, the list of speakers or Exhibitors, a map of the Event venue) or to activate and personalize certain features (such as personalization of Attendee and Exhibitor activation emails, discussion groups, push notifications, the Attendee meeting module or an interactive map of the Event venue).

6.3 Support license

The support license covers support for the Organizer when organizing their Event, namely:

- The development of information flows between Swapcard and the Organizer’s databases. Appointment of a project manager for the Organizer's Event.
- The project manager works with the Organizer on the tool set-up, communication, logistics and the data needed for Attendee matchmaking, and
- The presence at the Event of one or more Swapcard experts to increase App usage rates.

6.4 Exhibitor license

The Exhibitor license covers the Services designed for Exhibitors and those indicated in the Purchase Order, which the Organizer is entitled to invoice in order to self-finance the Application, such as a content management portal, a business card and badge scanning tool or an appointment scheduling module.

6.5 Ordering additional services
Organizers wishing to order additional Services during the Contract may send Swapcard a new Purchase Order by any means approved by Swapcard.

The Purchase Order must list the Organizer's contact details, and particularly their contact email (unless the order is placed via the Account), and the additional Services that the Organizer wishes to contract.

Upon receipt of the Purchase Order, Swapcard undertakes to send the Organizer a quote (the *Quote*) as soon as possible, by any means deemed appropriate and notably by email, to the address provided on the Purchase Order.

If a Quote has not been sent to the Organizer within 30 (thirty) days of receiving the Purchase Order, the Purchase Order will be regarded as not having been accepted.

If the Organizer accepts the Quote, the Organizer must return it to Swapcard duly signed by its legal representative at the latest 15 (fifteen) days from the date the Quote was sent, unless expressly stated otherwise on the Quote. Swapcard reserves the right to refuse any Quotes that are not returned within the above-mentioned timescale, and the Organizer will not be entitled to claim any sort of compensation.

Any requests to change the Purchase Order sent by the Organizer to Swapcard after the Quote has been issued will give rise to a new Quote being issued under the conditions described in this clause, cancelling and replacing the previous Quote.

Swapcard remains free to accept or turn down any changes to the Purchase Order sent to it after it has received the Quote duly signed by the Organizer. If Swapcard does not accept the amendment of the Purchase Order on any grounds, it is expressly agreed by the parties that only the initially signed Quote will be processed.

The Organizer recognizes and accepts that it cannot cancel an Order once it has been approved, unless otherwise agreed by Swapcard.

6.6 **Application hosting**

Under the terms of a best efforts obligation, Swapcard undertakes to host the Accounts and any content published by the Organizer in its Account in line with customary professional practice and best practice on its own servers or using a professional hosting service provider, which undertakes its role in line with customary professional practice and best practice.

Swapcard undertakes to provide the Organizer with sufficient storage and processing capacity within the framework of the Services.

Swapcard undertakes to implement all the technical resources needed, in line with best practice, to ensure that the Services are secure and can be accessed, and covering infrastructure protection and surveillance, physical and/or virtual access control to the aforementioned infrastructure, and the
implementation of detection, prevention and recovery measures to protect the Servers from malicious acts.

Swapcard also undertakes to take all appropriate precautions with regard to the nature of the data and risks of automatic data processing undertaken to provide the Services, safeguard data security, and notably prevent data from being distorted, damaged or an unauthorized third party accessing it.

6.7 Technical support

Swapcard offers the Organizer technical support via email at the following address: support@swapcard.com, enabling the Organizer to flag up any difficulties encountered when using the services.

6.8 Other Services

Swapcard reserves the right to offer any other Service it deems appropriate, in a format and with the technical features and resources that it deems most appropriate to deliver these Services.

7. Service level guarantee

Swapcard undertakes to ensure the permanence, continuity and quality of access to the Services.

In this respect, Swapcard will make every effort to maintain access to the Application 24/7 and guarantees 98% Service availability except in the event of force majeure.

Furthermore, given the complex nature of the internet, the unequal capacity of the various sub-networks, traffic at certain times of day, and the various bottlenecks over which Swapcard has no control, Swapcard's responsibility will be limited to the functioning of its servers, with the points of connection constituting the servers' outer limits.

Swapcard cannot be held liable for (i) server access speed, (ii) slowdowns that are external to its servers, and (iii) poor data transfer caused by a failure or malfunction of these networks and (iv) a poor internet connection during the Event.

If necessary, Swapcard reserves the right to limit or suspend access to the Application so that it can undertake any maintenance and/or development work. In this event, Swapcard undertakes to inform the Organizer in advance about this maintenance and/or development work, within a reasonable timeframe, by any appropriate means and notably by a general information message on the Application about this maintenance work.

Under the scope of this maintenance and/or development work, Swapcard undertakes to make every effort to back up the content saved in the Organizer's Account and/or the Application.

The Organizer acknowledges and accepts that this Service level guarantee does not cover any breakdowns or disruption of Services that could be attributed to telecoms operators or internet service providers, the mobile
web, poor internet coverage, or internet access being saturated due to an Event's location.

In any case, it is hereby expressly agreed that the breach of any undertaking in this clause will not under any circumstances be penalized by the termination of the contractual relationship with Swapcard, and its liability will be limited in the manner set out below in the "Liability" clause.

8. **Financial conditions**

8.1 **Price of Services**

Access to paid Services is subject to payment of the price indicated on the Purchase Order, calculated based on the number Attendees and Exhibitors, and the Services contracted by the Organizer.

Prices are in Euro and do not include French taxes.

Swapcard, at its own discretion and based on conditions that it decides alone, reserves the right to run promotional offers and price reductions.

8.2 **Limits of Attendees and Exhibitors**

The cost of the Services automatically increases if: (a) the total number of Attendees imported or connected to an Event Platform during the term of the Contract exceeds the upper limit stipulated in the Purchase Order (in this case, the Organizer will pay additional costs corresponding to the price per additional Attendee as set out in the Purchase Order); and (b) the total number of Exhibitors imported or connected to an Event Platform during the term of the Contract exceeds the upper limit stipulated in the Purchase Order (in this case, the Organizer will pay additional costs corresponding to the price per additional Exhibitor as set out in the Purchase Order).

Swapcard will count the number of Attendees and Exhibitors per Event, it being specified, for illustrative purposes, that the same person or the same e-mail address registered for two separate Events will count as two Attendees or Exhibitors.

Swapcard will inform the Organizer as soon as the latter exceeds the upper limit of Attendees and/or Exhibitors provided for in the Purchase Order. The Organizer may increase the number of Attendees and/or Exhibitors by means of a new Purchase Order.

8.3 **Attendee and Exhibitor Credits**

If the actual number of Attendees imported or connected to an Event Platform during the term of the Contract is below the upper limit provided for in the Purchase Order, Swapcard will grant an Attendee credit to the Organizer corresponding to the difference between the limit number of Attendees and the actual number of Attendees that were imported and/or connected to the Event Platform during the term of the Contract, multiplied by the price per Attendee. The Organizer may use this credit for a calendar year from the date the credit is issued and apply it to their next order, unless their Contract has expired.
In this case, their credit will be permanently lost, if they have not used it before the end of their Contract.

If the actual number of Exhibitors imported or connected to an Event Platform during the term of the Contract is below the upper limit provided for in the Purchase Order, Swapcard will grant an Exhibitor credit to the Organizer corresponding to the difference between the limit number of Exhibitors and the actual number of Exhibitors that were imported and/or connected to the Event Platform during the term of the Contract, multiplied by the price per Exhibitor. The Organizer may use this credit for a calendar year from the date the credit is issued and apply it to their next order, unless their Contract has expired.

8.4 Annual subscription

By placing an order under these General Terms & Conditions, the Organizer subscribes automatically and annually to the Services, unless otherwise expressly stipulated in the Purchase Order.

The Contract will be tacitly renewed according to the terms in effect, it being specified nonetheless that the cost of the Services will be automatically increased by 5% of their initial cost, unless one of the Parties notifies the other in writing of the non-renewal of the Contract at least 90 (ninety) days before the end date of the Contract indicated on the Purchase Order.

8.5 Payment terms

Swapcard will send an invoice to the Organizer by any appropriate means on the due date.

The Organizer will make payment using any payment method deemed appropriate by Swapcard and notably by bank transfer, using the bank account details listed on each invoice.

The Organizer warrants to Swapcard that they have the authorizations required to make the payment.

8.6 Late payment and defaults

The Organizer is informed and expressly accepts that any late payment of all or part of a sum owed to Swapcard will, from the day after the due date appearing on the invoice, lead to:

- Expiry of the term of all the sums owed by the Organizer, with the sums becoming immediately payable, irrespective of the payment arrangements that had been previously agreed.

- The immediate suspension of the Services until all the amounts owed have been paid in full.

- Swapcard will invoice late payment interest, owed because the contractual term has expired, at a rate of 3 (three) times the legal
interest rate, calculated using the amount unpaid on the due date, and fixed compensation of 40 (forty) Euro for recovery costs, without prejudice to additional compensation if the recovery fees incurred are in fact higher than this amount.

9. **Length of Services and unsubscribing**

Except in the event of early termination, the Contract begins on the Effective Date indicated in the Purchase Order and continues for a period of one year, unless otherwise expressly stipulated in the Purchase Order.

The Contract is then renewed tacitly for successive periods of the same duration, unless terminated by one or other of the Parties by sending the other Party notice of intent to terminate the Contract by registered letter with acknowledgement of receipt within at least 90 (ninety) days of the end of the Contract, or any other notice period stipulated in the Purchase Order.

In the event of early termination of the Contract, in the case where the Organizer had been initially granted volume discounts for subscribed Services, Attendees and/or Exhibitors, the Organizer is informed and agrees to pay back Swapcard the amount of such discounts in proportion to the number of Attendees and/or Exhibitors actually subscribed and the Services used during the Contract.

10. **Effects of Termination of the Contract**

Once acquired by the Organizer, their credits have the same period of validity as the Contract, as stipulated in the Purchase Order.

If they are not used during this period, they will be permanently lost and the Organizer will not be entitled to any refund, unless their Contract is renewed.

In this case, the Organizer may use their remaining credits under their new Contract.

The Organizer can access the history and balance of their credits in the Application. They can purchase additional credits at any time, subject to the issue of a quote.

11. **Agreement on proof**

The Organizer expressly acknowledges and accepts that:

- data collected by the Application and on Swapcard's IT equipment is a true reflection of the transactions taking place under this agreement,

- this data constitutes the main form of proof admitted by the parties.

12. **Organizer obligations and responsibilities**

Without prejudice to the other obligations contained in these General Terms & Conditions, the Organizer undertakes to adhere to the following:
12.1 When using the Services, the Organizer undertakes to adhere to these General Terms & Conditions, as well as the law and regulations in force, and to not infringe the rights of third parties or public order.

Moreover, the Organizer alone is responsible for successfully completing all administrative, tax and/or social security formalities and for the payment of all contributions and taxes of all kinds that they may owe with regard to their usage of the Services.

The Organizer alone is responsible for their usage of the Application and Services.

12.2 The Organizer undertakes to provide Swapcard with all information needed to properly deliver the Services. More generally, the Organizer agrees to actively cooperate with Swapcard for the proper execution of these General Terms & Conditions and to inform the latter of any difficulties in such execution.

12.3 The Organizer alone is responsible for the documents, details, data, information and any content that they provide Swapcard as part of their usage of the Services. The Organizer guarantees Swapcard that they are authorized to provide this information and that they have all the rights and authorization needed to use this information within the framework of the Services.

12.4 The Organizer acknowledges having read and understood the characteristics and constraints, especially those of a technical nature, of all of the Services.

12.5 The Organizer agrees that the Services are for their use only. Consequently, the Organizer will refrain from assigning, ceding or transferring all or some of their rights and obligations under this agreement to a third party, in any manner.

12.6 The Organizer alone is responsible for all the content (text, graphical, audio, audiovisual and other content types) that it publishes on the Application (the Content) and for any resulting repercussions.

The Organizer accepts that the Content published on the Application is made public by default and may be viewed by other Application users.

12.7 The Organizer warrants to Swapcard that it has all the rights and authorizations required to disseminate this Content. The Organizer warrants that this Content is lawful, does not contravene public order, morality or the rights of third parties, does not breach any legislative or regulatory provision, and more generally, cannot in any way result in civil or criminal liability for Swapcard.

The Organizer therefore agrees to refrain from posting online, in particular, but not limited to:

- child pornography, pornography, defamatory, abusive, racist, obscene, indecent, shocking, violent, xenophobic or revisionist content,
- infringing content,
- content that violates a third party's image,
- content that is false, misleading or proposes or promotes illegal, fraudulent or misleading activities,
- and more generally content that may infringe the rights of third parties or be detrimental to third parties, in any manner or form.

12.8 By using the Services, the Organizer authorizes Swapcard to collect, analyze and store usage statistics and activity reports concerning their use of the Services, provided they have been anonymized. Swapcard will only use these statistics for internal purposes related to the Services, and may communicate these statistics to third parties for the purposes of improving the Services. The Organizer can directly access the statistics of their use of the Application and the activity reports of their Event Page through their Account.

13. Organizer guarantee

The Organizer holds Swapcard harmless against any complaints, claims, action and/or demands of any kind that it may face due to the breach by the Organizer of any of their obligations or guarantees under the terms of these General Terms & Conditions.

The Organizer undertakes to compensate Swapcard for any damage that it may suffer and to pay all of its fees, expenses and/or penalties that it may incur as a result.

14. Swapcard's responsibility and guarantee

14.1 Swapcard undertakes to deliver the Services diligently and in line with best practice, with the understanding that it has a best efforts obligation, to the exclusion of any performance guarantees, and the Organizer expressly acknowledges and accepts this.

14.2 Swapcard’s only role is to provide the Services described in these General Terms & Conditions.

14.3 Swapcard is not involved in the relations between Organizer, Event Attendees and Exhibitors, and cannot under any circumstances be held liable for any difficulties that may occur between them, and cannot be involved in any disputes that may arise, notably concerning the delivery of Exhibitor services, Attendee obligations, guarantees, declarations and any other Organizer obligations.

However, with a view to continually improving the quality of the Services, Swapcard invites Organizers to feed back about any difficulties that they wish to bring to Swapcard’s attention.

14.4 Swapcard does not make any guarantee to the Organizer that the Services offered will meet all the Organizer’s needs and expectations.
14.5 Swapcard cannot be held liable for any decisions taken by the Organizer or by any third party appointed by the Organizer. Similarly, Swapcard cannot under any circumstances be held liable for the Content published by the Organizer on the Application, over which Swapcard has no oversight, or verifying or moderating role of any sort.

14.6 Swapcard undertakes to make regular checks to verify that the Application and its website www.swapcard.com are working properly and are accessible. In this respect, Swapcard reserves the right to temporarily suspend access to the Application for maintenance purposes.

Likewise, Swapcard cannot be held liable for users being temporarily unable or finding it difficult to access the Application if caused by outside circumstances, force majeure or caused by disruption to the telecommunications network, with Organizers being aware of the complex nature of global networks and of the times of day when large numbers of users are online.

14.7 The Services are delivered by Swapcard "as is" and without any kind of express or implicit guarantees. Swapcard does not in particular warrant to Organizers (i) that the Services, subject to a constant quest to improve, notably their performance and progress, will be totally free from errors, defects or flaws, (ii) that the Services, which are standard and are not in any way aimed solely at a specific Organizer based on their own personal constraints, will specifically meet their needs and expectations.

As such, Organizers acknowledge and accept that Swapcard offers no guarantee with regard to the success of an Event, or to the number of Attendees that could register for an Event, and/or to the use of the Application by the Attendees or Exhibitors, or to the number of networking contacts that could be made or come to fruition through the Application.

15. Limitation of liability

TO THE FULLEST EXTENT PERMITTED BY LAW, SWAPCARD WILL NOT BE LIABLE TO THE ORGANIZER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, CUSTOMERS OR ANY OTHER NON-MATERIAL DAMAGES) ARISING FROM OR RELATED TO THEIR ACCESS TO OR USE OF THE SERVICES, OR THEIR INABILITY TO ACCESS OR USE THE SERVICES OR ANY MATERIAL OR CONTENT OF THE SERVICES, WHETHER BASED ON ANY WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), LAW OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY OF SWAPCARD’S ENTITIES HAD BEEN ADVISED OF THE POTENTIAL DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF ALL ENTITIES OF SWAPCARD WITH REGARD TO THE
ORGANIZER FOR ANY CLAIMS ARISING FROM OR RELATED TO
THE USE OR INABILITY TO USE ANY PART OF THE SERVICES OR
OTHERWISE WITHIN THE FRAMEWORK OF THESE GENERAL
TERMS & CONDITIONS, WHETHER CONTRACTUAL, TORTIOUS OR
OTHERWISE, IS LIMITED TO THE TOTAL AMOUNT INVOICED BY
SWAPCARD UNDER THE CONTRACT FOR THE CURRENT YEAR.

EACH PROVISION OF THESE GENERAL TERMS & CONDITIONS
WHICH PROVIDES FOR LIMITATION OF LIABILITY, EXCLUSION OF
WARRANTY OR EXCLUSION OF DAMAGES IS INTENDED TO
APPORTION THE RISKS AMONG THE PARTIES BY VIRTUE OF
THOSE GENERAL TERMS & CONDITIONS AND DOES AS SUCH.
THIS APPORTIONMENT IS AN ESSENTIAL ELEMENT ON
WHICH THE AGREEMENT BETWEEN THE PARTIES IS FOUNDATION. EACH OF
THOSE PROVISIONS IS SEPARATE AND INDEPENDENT OF ALL
OTHER THE PROVISIONS OF THESE CONDITIONS. THE
LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF A LIMITED
MOTION FAILS IN ITS PRIMARY OBJECTIVE.

16. Prohibited behavior

16.1 It is strictly prohibited to use the services for the following ends:
- carrying out activities that are illegal, fraudulent or that infringe the
  rights or security of third parties,
- violating public order or laws and regulations in force,
- hacking into the IT system of a third party or any activity that aims to
  harm, control, interfere with or intercept all or part of a third party’s
  information system, violate its integrity or security,
- action taken to improve the SEO of a third-party site,
- assisting with or inciting, in any manner or form whatsoever, one or
  more of the acts and activities described above,
- and more generally, any actions that use the Services for purposes
  other than that for which they have been designed.

16.2 It is strictly prohibited for Organizers to copy and/or utilize for their own
ends or those of third parties the concept, technologies, all or part of the
data or any other component part of the Application.

16.3 The following is also strictly forbidden: (i) any behavior that would
interrupt, suspend, slow down or prevent Service continuity, (ii) any
hacking or attempts to hack into Swapcard’s systems, (iii) any hijacking of
the Application's system resources, (iv) any actions that would place a
disproportionate load on Swapcard's infrastructure, (v) any attempts to
breach the security and authentication systems, (vi) any acts that could
infringe the financial, business or moral interests and rights of Swapcard,
and finally and more generally (vii) any breaches of these General Terms &
Conditions.
16.4 It is strictly forbidden to make money from, sell or cede all or part of the access to the Services or Application, and to the information hosted and/or shared on it.

17. Penalties for breaches

In the event of a breach of any of the provisions of the General Terms & Conditions, or more generally, any violation of laws and regulations by the Organizer, Swapcard reserves the right to take all appropriate measures and notably to:

- suspend, remove or prevent access to the Services for any Organizer who has committed a breach or violation, or who has taken part in one,
- delete any Content linked to the breach or violation in question, fully or partially,
- take all appropriate measures and instigate any legal proceedings,
- notify the relevant authorities where applicable, cooperate with them and provide them with all the information they need for their investigation and to suppress illegal or illicit activities.

In the event that an Organizer does not meet an essential obligation under the Contract or repeatedly breaches such obligation, Swapcard reserves the right to terminate the Organizer's access to all or part of the Services, effective immediately, with notification of such by email. Termination will take immediate and full effect at the date that Swapcard sends the Organizer in question written notification as per the present clause. This automatically, and without prior formal notice, brings about the deletion of the Organizer's Account without prejudice to the other consequences potentially incurred through the application of the Contract.

18. Confidentiality

Each party undertakes to keep strictly confidential the other party's documents, details, data and information which it receives and which will be clearly marked by the other party as being confidential. In the case of Swapcard, the parties expressly agree that this confidentiality obligation covers the personal data that it will have to process for the Organizer within the scope of the services.

All of this information is hereafter referred to as the Confidential Information.

The party receiving the Confidential Information undertakes not to disclose this information without the other party's prior consent for a period of three (3) years starting from the end of the delivery of the Services in question. The receiving party cannot pass on the information to employees, co-workers, interns or consultants unless they are bound by the same confidentiality obligation as the one contained in this agreement. This obligation does not cover documents, details, data and information.

(i) with which the receiving party was already acquainted,
(ii) already in the public domain when sent or which would become public without any violations of these general terms & conditions,
(iii) received lawfully from a third party,
19. **Intellectual property**

The systems, software, structure, infrastructure, databases, codes and content of any kind (text, images, visuals, logos, trademarks, databases etc.) used by Swapcard on the Application, excluding any Content belonging to the Organizer, are protected by any intellectual property rights and database producer rights in force.

Any dismantling, decompilation, decoding, extraction, reuse, copying and more generally, any reproduction, representation, dissemination and usage of any of these elements, either in full or partially, without Swapcard's authorization, is strictly forbidden and may lead to legal action being taken.

The Organizer grants Swapcard an unlimited, perpetual, irrevocable and non-exclusive right to use their suggestions or proposals for improving the Application or the Event Pages, in any way or for any purpose.

By posting Content on the Application, the Organizer thus grants Swapcard a non-exclusive, worldwide and royalty-free right and license (with the right to sub-license) to host, store, transfer, display, run, reproduce, and modify all or part of such Content, in any format and through any channel currently known or hereafter developed.

20. **Personal data**

As part of the Services, a specific database is assigned to each Event, containing all the personal data of Attendees or Exhibitors that has been uploaded by the Organizer to the Application, as well as all personal data that Attendees or Exhibitors have provided directly to Swapcard via the Application.

Swapcard and the Organizer undertake, each acting in their own sphere, to comply with data protection regulations and in particular with EU regulation 2016/679 of the European Parliament and Council of 27 April 2016 (General Data Protection Regulation).

Within the framework of the provision of its Services, Swapcard acts successively as an external data processor and then as a data controller with regard to the personal data of those participating in the Organizer's Events.

The specific conditions concerning the external processing of personal data as outlined in the Annex will apply.

21. **Links and third-party sites**

Swapcard cannot under any circumstances be held liable for the technical availability of websites run by third parties (including any partners) which the Organizer may access via the application.
Swapcard does not assume any liability for the content, adverts, products and/or services available on such third-party websites, and users are reminded that these sites are governed by their own terms and conditions of use.

Swapcard will not be held liable for any transactions conducted between the Organizer and any advertisers, professionals or salespersons (including its potential partners) to whom the Organizer may be directed via the Application and will not take part in any disputes whatsoever with these third parties, particularly concerning the purchase of products and/or services, guarantees, declarations or any other obligations whatsoever to which these third parties may be bound.

22. **Force majeure**

No Party may be held liable for a failure to perform its contractual obligations if this failure is due to an event beyond the control of the Parties and constituting force majeure, as defined in article 1218 of the French Civil Code.

The Parties agree to understand force majeure as the occurrence of any events or circumstances of an unforeseeable and/or unavoidable nature as recognized by legal precedent and the French courts as well as strikes, terrorist activities, riots, insurrections, wars, government actions, epidemics, natural disasters or malfunctions attributable to a third-party telecommunications provider.

The Party prevented from fulfilling its obligations must inform the other Party as soon as possible, indicating the nature of the force majeure. The Parties will come together to determine together the most appropriate means to mitigate, if possible, the consequences of the event or events constituting force majeure.

In the event that the force majeure lasts more than 3 (three) months, each Party may terminate the Contract ipso jure, without legal formality, without notice and without the right to compensation of any kind whatsoever, by sending a registered letter with acknowledgement of receipt with immediate effect.

If, following a case of force majeure, the affected Party is prevented from fulfilling only part of its contractual obligations, it remains responsible for the execution of the obligations which are not affected by the case of force majeure as well as of its payment obligations.

Upon cessation of the force majeure, the Party prevented from fulfilling its contractual obligations must immediately inform the other Party and resume fulfilment of the affected obligations within a reasonable period.

In the event of cancellation or postponement of an Event by the Organizer due to COVID-19 (Coronavirus), the Organizer must notify Swapcard as soon as possible.

The Organizer may then request postponement of the subscription due for their license(s) for said Event to a later date, and request payment of its invoice in instalments over two years (50% payable in the year of subscription, 50% payable in the year during which the Event was postponed).
23. **Advertising**

Swapcard, in collaboration with the Organizer, reserves the right to include on any page of the Application, and in any communication with the Organizer, advertising and promotional messages in a format and in conditions decided upon solely by Swapcard.

24. **Amendments**

Swapcard reserves the right to amend these General Terms & Conditions at any time.

Organizers will be informed about these amendments via any pertinent method.

Organizers who do not agree to the amended General Terms & Conditions must unsubscribe from the Services following the procedure explained in Clause 9, "Length of Services and unsubscribing".

Any Organizer who makes use of the Services after the amended General Terms & Conditions have taken effect is deemed to have accepted the amendments.

25. **Language**

In the event that these General Conditions are translated into one or more languages, the language of interpretation will be French in the event of any contradiction or dispute concerning the meaning of any one of their terms or provisions.

26. **Law and jurisdiction**

The General Terms & Conditions are subject to French law and will be governed and interpreted in line with it.

The Paris, France Tribunal de commerce (commercial court) will be the only court competent to deal with any disputes that may arise about their validity, interpretation or performance, unless there is a contrary and mandatory procedural requirement.
ANNEX 1 CONDITIONS SPECIFIC TO THE EXTERNAL PROCESSING OF PERSONAL DATA

General provisions

Swapcard and the Organizer undertake, each acting in their own sphere, to comply with data protection regulations and in particular with EU regulation 2016/679 of the European Parliament and Council of 27 April 2016 (General Data Protection Regulation).

Within the framework of the provision of its Services, Swapcard acts successively as an external data processor and then as a data controller with regard to the personal data of those participating in the Organizer’s Events:

- Firstly, when the Organizer creates an Event page and imports the list of Attendees, and right up until the end of the Event in question, Swapcard acts as an external data processor on behalf of the Organizer, the latter assuming the role of data controller.

- Then, once the Event is over, Swapcard stores the data of Attendees in order (i) to allow them to interact with the contacts they have met during the Event, (ii) to offer each Attendee, if they register for another Event, personalized interactions based on those they had during previous Events they attended. Swapcard then becomes responsible for processing this data.

The provisions of this annex apply when Swapcard acts as an external data processor on behalf of the Organizer.

The processing has the following facets:

<table>
<thead>
<tr>
<th>Purpose of personal data processing</th>
<th>Management of the creation and running of the Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of personal data processed</td>
<td>Surname, first name, email addresses, professions, telephone number, photograph, interests, business sector</td>
</tr>
<tr>
<td>Types of people concerned</td>
<td>Attendees, Exhibitors, Organizers and Speakers</td>
</tr>
<tr>
<td>Processing period</td>
<td>Until the end of the Event in question</td>
</tr>
<tr>
<td>Processing location</td>
<td>Ireland</td>
</tr>
<tr>
<td>Swapcard sub-contractor involved in processing (if applicable)</td>
<td>AWS and Mailgun</td>
</tr>
</tbody>
</table>

The Organizer is responsible for processing this data and must fulfil the obligations incumbent upon them in application of the aforementioned regulation, notably with regard to the obligation to inform the relevant people, keeping a log of processing, and, more generally, compliance with the principles stemming from the regulation.
The data provided by the Organizer to Swapcard so that the latter can deliver the services remains the Organizer's property alone and the Organizer is solely responsible for it.

Swapcard is solely involved as an external processor of personal data.

- **Swapcard's obligations to the Organizer**
  
  - **Data processing**
    Swapcard undertakes to only process personal data for the purpose of delivering the services and in line with the Organizer's documented instructions. Swapcard undertakes to inform the Organizer if, in its view, an instruction constitutes a breach of the applicable regulations.

  - **Data security and confidentiality**
    Swapcard undertakes to implement appropriate technical and organizational measures to ensure the security and integrity of personal data; personal data backups and restoration in the event of a physical or technical incident. Swapcard also ensures that people authorized to process personal data are covered by an obligation to maintain data confidentiality.

  - **Other sub-contractors**
    Swapcard undertakes not to make use of other external data processors without the prior written, specific or general, approval of the Organizer. In the case of a general written authorization, Swapcard undertakes to inform the Organizer of any planned changes concerning the addition or replacement of other external data processors, meaning that the Organizer has the option of objecting to these changes.

  - **Provision of information**
    Swapcard undertakes to respond to any information requests made to it by the Organizer, whether it is a question of the relevant people asking to exercise their rights, an impact analysis, or a request submitted by the data protection authorities or the Organizer's data protection officers.

  - **Notification of personal data breaches**
    Swapcard undertakes to inform the Organizer about any personal data breach within a maximum of 72 (seventy-two) hours of becoming aware of the breach. If the Organizer needs to notify the relevant authorities about this breach, Swapcard undertakes to provide any useful documentation.

  - **Data retention**
    Swapcard undertakes to delete personal data 3 (three) years after the last time the Application user logged in to the Application, whatever the reason, and to not keep any copies.

  - **Log and documentation**
    Swapcard keeps a written log of data processing undertaken on behalf of the Organizer. This register also contains information relating to this processing.

If so requested by the Organizer, Swapcard makes available to the former all information needed to prove its compliance with its obligations.

- **End-of-Contract destination of data**
At the end of the Contract between Swapcard and the Organizer, Swapcard undertakes to provide the Organizer, at their request, with a copy of the personal data processed pursuant to this Contract. The Organizer is expressly informed and accepts that Swapcard may also retain this data and process it assuming the role of data controller within the framework of the Services that Swapcard offers to Attendees after the Event.