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

Last Updated: November 6th 2020

Thank you for your interest in using the Services in connection with one or more Events that you are organizing. These Organizer Terms are a legally binding contract between you and Swapcard regarding your use of the Services. All capitalized and undefined terms used in these Organizer Terms will have the meaning given to those terms in Swapcard’s Terms of Use https://www.swapcard.com/us/terms-of-use/.

PLEASE READ THE FOLLOWING TERMS CAREFULLY:

BY CLICKING “I ACCEPT,” OR BY ACCESSING OR USING THE SERVICES, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICES, YOU AGREE TO BE BOUND BY, THE FOLLOWING ORGANIZER TERMS. IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THESE ORGANIZER TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICES.

THESE ORGANIZER TERMS ARE INTENDED EXCLUSIVELY FOR ORGANIZERS IN THE UNITED STATES. IF YOU ARE NOT IN THE UNITED STATES, THEN YOUR USE OF THE SERVICES IS SUBJECT TO THE TERMS AND CONDITIONS AVAILABLE HTTPS://WWW.SWAPCARD.COM/LEGAL/ORGANIZER/

1. Services for Organizers

Organizer is organizing one or more events (each, an Event) and desires to launch an Event Platform in connection with an Event, which Event Platform would be accessible to and usable by Attendees who are registered for or who may be interested in that Event and by Exhibitors taking part in that Event, subject to the terms and conditions of these Organizer Terms.

Swapcard desires to make its Services available to Organizer to launch one or more Event Platforms in connection with the Events being organized by Organizer with the aim of enabling Attendees
and Exhibitors to share content and easily connect with each other before, during and after the Events through the Event Platforms in accordance with the terms and conditions of these Organizer Terms.

2. Description of Event Platform, Page and Other Features

License Grant. Swapcard grants Organizer the right to, during the term of these Organizer Terms, access and use the Services in order to create and personalize one or more Event Platforms for one or more Events being organized by Organizer, subject to the terms and conditions of these Organizer Terms and the terms and conditions set forth either on an order form provided by Swapcard that is signed by an authorized representative of Organizer and Swapcard or otherwise through the online order checkout process that Swapcard enables Organizer to use through the Services (each, an Order), including any Attendee and Exhibitor Limit (defined below) set forth on the applicable Order. Each Order will commence on the date the Order is submitted or signed by both Swapcard and Organizer and will continue until either the first anniversary of such date or as otherwise set forth in the applicable Order (the Order Term).

Swapcard will use commercially reasonable efforts to make any Event Platform created and personalized by Organizer available to the Attendees and Exhibitors of the applicable Event in accordance with the terms and conditions of these Organizer Terms and the applicable Order.

Event Platform Features. For any Event Platform, Organizer must first use the Services to create a promotional page for the Event and related Event Platform (the Event Page), which must include the Event’s name, start and end dates, and venue (if applicable) and may also include additional information regarding the Event (e.g., text, photographs, corporate logos, etc.). Organizer will notify Swapcard when it has completed the Event Page, and, upon receiving such notice, Swapcard will publish or enable Organizer to publish the Event Page onto the Event Platform via the Services.

The Event Page will remain accessible by Attendees before, during and after the applicable Event until Organizer uses the Services to disable Attendees’ access to it. Organizer may also use the Services
to add information about the Event to the Event Platform (such as an Event program, lists of speakers or Exhibitors, or a map of the venue for the Event) or to enable and customize certain features of the Event Platform that are included in the Services (such as activation email templates, digital banners, or push notifications for Attendees and Exhibitors, Attendee meeting modules or discussion groups, or an interactive venue map).

**Optional Event Platform Features for Exhibitors.** To the extent specified in the applicable Order, Organizer may use the Services to enable certain features of the Event Platform for Exhibitors, such as a content management portal for Exhibitors, a business card and badge-scanning tool, or a meeting module for Exhibitors and Attendees.

**Reservation of Rights.** Organizer acknowledges that it is only granted access to the Services during the term of these Organizer Terms in accordance with Section 1 (License Grant) and agrees that it will not use the Services except as permitted under Section 1 (License Grant). As between Swapcard and Organizer, Swapcard owns all right, title and interest to the systems, software, structure, infrastructure, databases, codes and content of any kind (including any text, images, visuals, logos, trademarks, databases, etc.) included in or otherwise used by Swapcard in providing the Services (including any intellectual property or proprietary rights therein, but excluding any Content (as defined below) belonging to Organizer).

Except for the express rights granted to Organizer under these Organizer Terms, Swapcard reserves all rights to the Services or any copyrights, patents, trademarks or other intellectual property rights embodied or used in connection with the Services. Except as expressly set forth in Section 1 (License Grant), Swapcard does not grant to Organizer any license, either directly or by implication, estoppel or otherwise.

**Additional Restrictions.** Except as expressly provided in these Organizer Terms, Organizer may not: (a) copy, distribute, rent, lease, lend, sublicense, transfer or make the Services available to any third party; (b) to the extent valid under applicable law, decompile, reverse engineer, or disassemble the Services; (c) create derivative works based on the Services; or (d) modify, remove, or obscure any copyright, trademark, patent or other notices or legends that appear on the Services or during the use and operation thereof. Any dismantling, decompiling, decoding, extraction, reuse, copying and
more generally, any reproduction, representation, dissemination and usage of any of the foregoing, either in full or partially, without Swapcard's prior written consent, is strictly forbidden and may lead to legal action being taken.

**Feedback.** From time to time, Organizer may provide to Swapcard (either on its own accord or at the request of Swapcard) feedback, analysis, suggestions and comments (including, but not limited to, bug reports and test results, and design suggestions or ideas) related to the Services (collectively, **Feedback**). As between Swapcard and Organizer, all right, title and interest in and to any such Feedback will be owned by Swapcard. Organizer agrees that Swapcard will have the perpetual, irrevocable and worldwide right to use, modify, license, sublicense and otherwise exploit all or part of the Feedback or any derivative thereof in any manner or media now known or hereafter devised without any remuneration, compensation or credit to Organizer.

**Usage Statistics.** By using the Services, Organizer authorizes Swapcard to gather, parse, and retain usage statistics and activity reports regarding Organizer’s use of the Services (**Usage Statistics**). Swapcard will only use Usage Statistics for internal and Services-related purposes and may provide Usage Statistics to third parties to allow Swapcard to facilitate the Services. Organizer may access usage statistics and activity reports through the Organizer Account (as defined below) regarding its and its Attendees’ and Exhibitors’ use of the Event Platform.

### 3. Registration of Organizer Account, Attendee Accounts, and Exhibitor Accounts

**Organizer Account.** Organizer must register an account on the Services (the **Organizer Account**) to be able to use most features of the Services. In registering the Organizer Account, Organizer will provide Swapcard with information regarding Organizer, such as Organizer’s name, email address, and password. The email address provided by Organizer in registering the Organizer Account will be Organizer’s username. Through the Organizer Account, Organizer may access a personal area of the Services specific to Organizer (the **Personal Area**), through which Organizer may manage its use of the Services and access information regarding any Event during the term of these Organizer Terms.
Organizer represents and warrants to Swapcard that all information Organizer provides to Swapcard in connection with the Organizer Account is complete, accurate, and correct and that, to the extent any such information is no longer complete, accurate, and correct, will immediately notify Swapcard and update the Organizer Account or Personal Area (as applicable). Organizer is solely responsible for any and all use of the Organizer Account or Personal Area and for maintaining the security and confidentiality of its username and password for the Organizer Account. Any use of the Organizer Account through Organizer’s username and password will be deemed to be a use by Organizer. Organizer must immediately notify Swapcard if Organizer knows or suspects that the Organizer Account has been used without Organizer’s knowledge or permission. Upon receiving such notice, Swapcard may suspend access to the Organizer Account or take any and all measures reasonably determined to be necessary by Swapcard to protect and secure the Organizer Account and the Services.

**Attendees and Attendee Accounts.** The applicable Order will specify a limit on the number of Attendees or Exhibitors that may be uploaded to or otherwise access one or more Event Platforms during the Order Term (an Attendee and Exhibitor Limit). Promptly following the order date of Organizer’s initial Order, Organizer will import a list of Attendees and their contact information (including names and email addresses) through the Services (the Attendee List), which Organizer may update from time to time through the Services. Organizer authorizes Swapcard to create an account for each Attendee that Organizer imports through the Services in connection with one or more Events (each such account, an Attendee Account) and to send informational emails to each such Attendee regarding the creation of an Attendee Account. Those emails will provide Attendees with information necessary to access an Event Platform and may also provide information to Attendees regarding an Event, an Event Page, an Exhibitor List (as defined below), and an Attendee List. Attendees will only be able to access their Attendee Accounts through the same email addresses set forth in the Attendee List for such Attendees.

By accessing an Attendee Account, an Attendee may access a feature of an Event Platform that provides suggestions to such Attendee regarding other Attendees that such Attendee may be interested in networking with (such feature, the Networking Feature). Swapcard will also provide Organizer with a generic access code to an Event Platform that Organizer may share with
any Attendee not on the Attendee List. Any Attendee without an Attendee Account already setup will need to create an Attendee Account in order to access and use an Event Platform. Any use of the Services by any Attendee is subject to Swapcard’s Terms of Use (available here: www.swapcard.com/us/terms-of-use) (the Terms of Use), and Organizer agrees that it is solely responsible for ensuring that Organizer and its Attendees comply with the Terms of Use.

Exhibitors and Exhibitor Accounts. Promptly following the order date of Organizer’s initial Order, Organizer will import a list of Exhibitors and their contact information (including names and email addresses) through the Services (the Exhibitor List), which Organizer may update from time to time through the Services. Organizer authorizes Swapcard to create an account for each Exhibitor that Organizer imports through the Services in connection with one or more Events (each such account, an Exhibitor Account) and to send informational emails to each such Exhibitor regarding the creation of an Exhibitor Account. Those emails will provide Exhibitors with information necessary to access an Event Platform and may also provide information to Exhibitors regarding an Event, an Event Page, an Exhibitor List, and an Attendee List. Exhibitors will only be able to access their Exhibitor Accounts through the same email addresses set forth in the Exhibitor List for such Exhibitors.

4. Description of Services and Swapcard’s Obligations

Ordering Additional Services. Subject to the terms and conditions of these Organizer Terms, Swapcard will provide Organizer the Services described in these Organizer Terms and any Order From, which Services may include, among others, any of those services described in this Section 4. From time to time, Swapcard and Organizer may add new Orders, which, upon execution by both parties, will be subject to the terms and conditions of these Organizer Terms.

Event Assistance Services. If specified in the Order, Swapcard will use commercially reasonable efforts to assist Organizer, in connection with it organizing any Event, by: (a) advising Organizer on the development of information flows between Swapcard’s and Organizer’s databases; (b) appointing a Swapcard project manager for the Event to assist with integrating the Event Platform with
software or tools used by Organizer in connection with the Event or with the data flows needed in order to facilitate Attendee matchmaking at the Event; and (c) making one or more Swapcard personnel available at or during the Event with the aim of increasing Event Platform usage rates by Attendees and Exhibitors.

**Hosting Services.** Swapcard will also use its best efforts to, directly or indirectly through a professional hosting service provider, host the Services and any Event Platform, unless the parties mutually agree that Organizer will host the Event Platform.

**Support Services.** To the extent Organizer has any questions regarding or is experiencing any issues with the Services in connection with it organizing an Event under these Organizer Terms, Organizer may contact Swapcard at [https://www.swapcard.com/support?entity=organizer](https://www.swapcard.com/support?entity=organizer), and Swapcard will use commercially reasonable efforts to assist Organizer with such questions or such issues, as applicable.

**Service Level Commitments.** Swapcard will use commercially reasonable efforts to maintain Organizer’s access to the Services and any Event Platform hosted by Swapcard on a 24/7/365 basis and maintain the availability of the Services and any Event Platform hosted by Swapcard 98% of the time (Uptime Guarantee). Swapcard’s obligations under these Organizer Terms are limited to the functioning of its servers, and, notwithstanding anything to the contrary in these Organizer Terms, Swapcard will not be held liable for: (a) the speed of access to its servers; (b) any slowdowns that are external to its servers; (c) poor data transfer caused by a failure or malfunction of these networks; (d) poor internet connection during any Event; or (e) any failures to maintain the Uptime Guarantee to the extent such failure is due to a force majeure event or any other factor outside of Swapcard’s control, including any breakdowns or interruption of Services or any Event Platform hosted by Swapcard that could be attributed to telecom operators or internet service providers, the mobile web, or poor internet coverage.

If necessary, Swapcard reserves the right to limit or suspend access to the Services or the Event Platform so that Swapcard can undertake any maintenance or development work, but Swapcard will notify Organizer in advance of any such maintenance or development work, including through the Organizer Account or Personal Area, and Swapcard agrees to make every effort to not
perform the foregoing during the Event and to back up any Content (as defined below) saved in the Organizer Account or otherwise on the Services.

5. Organizer Obligations

Organizer represents and warrants to Swapcard that it has and will have (a) all the rights, consents and authorizations needed to enable Swapcard to create Attendee Accounts and Exhibitor Accounts and to share and enable Swapcard to share information about Attendees (including the Attendee List) or Exhibitors (including the Exhibitor List) with other Attendees and Exhibitors of the applicable Event and (b) notified Attendees and Exhibitors that their information will be shared with Swapcard and other Attendees and Exhibitors in connection with the Event and the Event Platform (Organizer agrees to defend, indemnify, and hold Swapcard harmless against any third-party claims, actions, damages, losses, liabilities (including reasonable attorneys’ fees) arising or resulting from Organizer’s breach of the foregoing).

Organizer represents and warrants to Swapcard that it has all the rights, consents and authorizations needed to use and share (and for Swapcard to use and share) any content of any kind (text, graphics, photographs, logos, trademarks and other content) that Organizer includes on any Event Platform through the Services (collectively, Content), and no Content infringes the intellectual property or proprietary rights of any third party (Organizer agrees to defend, indemnify, and hold Swapcard harmless against any third-party claims, actions, damages, losses, liabilities (including reasonable attorneys' fees) that any Content infringes a third party's intellectual property or proprietary rights).

Organizer represents and warrants to Swapcard that it will not, in connection with its use of any of the Services or any Event Platform: (a) carry out activities that are illegal, fraudulent or that infringe the rights or security of third parties; (b) violate any applicable laws; (c) hack 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; (d) fail to use the Services or any Event Platform in compliance with any instructions or specifications provided by Swapcard to Organizer; (e) copy or utilize any concepts, technologies, or any other components of the Services or any Event
Platform except as expressly permitted under these Organizer Terms; (f) engage in any activity that interrupts, suspends, slows down or prevents the Services’ or any Event Platform’s continuity; (g) hack or attempt to hack into Swapcard’s systems; (h) hijack any of the Services’ or any Event Platform’s system resources; (i) engage in any activity that would place a disproportionate load on Swapcard’s infrastructure; (j) attempt to breach any of Swapcard’s security and authentication systems; (k) engage in any activity that could infringe the financial, business or moral interests and rights of Swapcard; or (l) assist with or incite, in any manner or form whatsoever, one or more of the acts and activities described in any of the foregoing sub-sections (a) through (k).

6. Swapcard Fees and Payment Terms

**Swapcard Fees.** In exchange for the services provided by Swapcard to Organizer under these Organizer Terms, Organizer will pay Swapcard the fees and expenses set forth on the applicable Order (Swapcard Fees) and in accordance with the payment terms set forth in these Organizer Terms and in the applicable Order.

**Attendee and Exhibitor Limits.** The Swapcard Fees under an Order will automatically increase: (a) if the aggregate number of Attendees that have been uploaded by Organizer through the Services or that otherwise accessed any Event Platform during the Order Term exceeds the limit set forth on that same Order (Attendee Limit) (in which case, Organizer will pay Swapcard additional Swapcard Fees equal to the price per additional Attendee set forth on that same Order (Additional Attendee Price)); and (b) if the aggregate number of Exhibitors that have been uploaded by Organizer through the Services or that otherwise accessed any Event Platform during the Order Term exceeds the limit set forth on that same Order (Exhibitor Limit) (in which case, Organizer will pay Swapcard additional Swapcard Fees equal to the price per additional Exhibitor set forth on that same Order (Additional Exhibitor Price)). The Additional Attendee Price and the Additional Exhibitor Price payable to Swapcard as a result of Organizer exceeding the Attendee and Exhibitor Limit will be at the premium described on the applicable Order on a per Attendee and per Organizer basis.

Swapcard will count Attendees and Exhibitors on a per Event basis, so that by way of example, the same individual or email ID loaded
into the Services for two Events will count as two Attendees, and the same entity name for two Events will count as two Exhibitors. Swapcard will monitor Attendee and Exhibitor usage and notify Organizer if Organizer exceeds the Attendee and Exhibitor Limit set forth in the applicable Order. Additional Attendees or Exhibitors may be provisioned via an Order.

**Attendee and Exhibitor Limit Credits.** If the number of Attendees accessing any Event Platform during the Order Term is less than the Attendee Limit set forth on that same Order, then Swapcard will issue Organizer a credit equal to the Attendee Limit less the number of Attendees that have been uploaded by Organizer through the Services or that otherwise accessed any Event Platform during the Order Term, then multiplied by the price per Attendee, which Organizer may use for one calendar year from the date such credit is issued, unless these Organizer Terms have expired or been terminated. If the number of Exhibitors accessing any Event Platform during the Order Term is less than the Exhibitor Limit set forth on that same Order, then Swapcard will issue Organizer a credit equal to the Exhibitor Limit less the number of Exhibitors that have been uploaded by Organizer through the Services or that otherwise accessed any Event Platform during the Order Term, then multiplied by the price per Exhibitor, which Organizer may use for one calendar year from the date such credit is issued, unless these Organizer Terms have expired or been terminated.

**Payment Terms.** Organizer’s obligation to pay Swapcard Fees to Swapcard is non-refundable and non-reimbursable as of the effective date of the applicable Order. Swapcard will send an invoice to Organizer by any appropriate means on the due date. Organizer will make payment using any payment method deemed appropriate by Swapcard (including by bank transfer, using the bank account details listed on an invoice). Organizer warrants to Swapcard that it has the authorizations required to make any payment due to Swapcard under these Organizer Terms.

**Annual Subscription.** By entering into any Order under these Organizer Terms, Organizer will automatically be enrolled in our annual subscription program (the **Annual Subscription**), unless Organizer’s Order indicates that this provision of the Organizer Terms does not apply to that Order. As part of the Annual Subscription, at the end of the Order Term of any Order (the **Expired Order**), Organizer and Swapcard will automatically enter into a new Order for the same Attendee and Exhibitor Limit,
Swapcard Fees, and substantially the same other terms and conditions as those set forth on the Expired Order (the **New Order**), except that the Swapcard Fees under the New Order will automatically increase by 5% from those Swapcard Fees set forth on the Expired Order. By agreeing to these Organizer Terms, Organizer authorizes Swapcard to periodically charge, on a going-forward basis and until cancellation of the Annual Subscription or termination of these Organizer Terms, all accrued Swapcard Fees on or before the applicable payment due date.

Each New Order will be entered into by Swapcard and Organizer on the anniversary of the date when Organizer first purchased the Expired Order under these Organizer Terms, and Organizer will be charged the applicable Swapcard Fees for the New Order automatically on such date. The Annual Subscription will continue unless and until Organizer cancels the Annual Subscription or Swapcard terminates it. Organizer must cancel the Annual Subscription before a New Order is entered into to avoid being billed the applicable Swapcard Fees under that New Order. Swapcard will bill those Swapcard Fees to the same payment method that Organizer provided to Swapcard in connection with the Expired Order, or to a different payment method provided by Organizer to Swapcard. Organizer may cancel the Annual Subscription by providing Swapcard with 90 days’ written notice in advance of entry into the New Order.

**Late Payments and Defaults.** Organizer is informed and expressly accepts that any late payment of all or part of a sum owed to Swapcard, without prejudice to the provisions of its termination rights in these Organizer Terms, from the day after the due date appearing on the invoice, will automatically lead to: (a) all unpaid Swapcard Fees becoming immediately payable to Swapcard by Organizer; (b) the immediate suspension of the Services until all the amounts owed have been paid in full; and (c) Swapcard will invoice late payment interest, owed because the contractual term has expired, at the lesser rate of 1.5% per month and the maximum rate permitted under applicable law, calculated using the amount unpaid on the due date.

**7. Disclaimers**

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN THESE ORGANIZER TERMS, THE SERVICES AND ALL MATERIALS AND
CONTENT AVAILABLE THROUGH THE SERVICES ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. SWAPCARD DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICES AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICES, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. SWAPCARD DOES NOT WARRANT THAT THE SERVICES OR ANY PORTION OF THE SERVICES, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICES, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND SWAPCARD DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY ORGANIZER FROM THE SERVICES OR FROM SWAPCARD, ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, MANAGERS, MEMBERS, OFFICERS, EMPLOYEES, CONSULTANTS, AND AGENTS (TOGETHER, THE SWAPCARD ENTITIES) OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICES WILL CREATE ANY WARRANTY REGARDING ANY OF THE SWAPCARD ENTITIES OR THE SERVICES THAT IS NOT EXPRESSLY STATED IN THESE ORGANIZER TERMS. SWAPCARD IS NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SERVICES AND ORGANIZER’S DEALINGS WITH ANY ATTENDEE OR EXHIBITOR. ORGANIZER UNDERSTANDS AND AGREES THAT ORGANIZER’S USE OF ANY PORTION OF THE SERVICES IS AT ORGANIZER’S OWN DISCRETION AND RISK, AND THAT SWAPCARD IS NOT RESPONSIBLE FOR ANY DAMAGE TO ORGANIZER’S PROPERTY OR ANY LOSS OF DATA, INCLUDING ORGANIZER’S CONTENT.

ORGANIZER ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE AN ADDITIONAL AND ALTERNATIVE MEANS OF PROMOTING THE EVENTS AND THAT SWAPCARD DOES NOT OFFER ORGANIZER ANY GUARANTEES AS TO THE SUCCESS OF ANY EVENT, THE NUMBER OF ATTENDEES WHO REGISTER FOR ANY EVENT, OR USAGE OF ANY EVENT PLATFORM BY THE ATTENDEES OR EXHIBITORS, AS WELL AS THE NUMBER OF PEOPLE CONNECTED OR WHO MAY SUCCESSFULLY CREATE CONTACTS USING THE EVENT PLATFORM.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. SWAPCARD
DOES NOT DISCLAIM ANY WARRANTY OR OTHER RIGHT THAT SWAPCARD IS PROHIBITED FROM DISCLAIMING UNDER APPLICABLE LAW.

8. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE SWAPCARD ENTITIES BE LIABLE TO ORGANIZER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO ATTENDEES'; EXHIBITORS'; OR ORGANIZER'S ACCESS TO OR USE OF, OR ATTENDEES'; EXHIBITORS'; OR ORGANIZER'S INABILITY TO ACCESS OR USE, THE SERVICES, ANY EVENT PAGE, ANY EVENT PLATFORM OR ANY MATERIALS OR CONTENT ON THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY SWAPCARD ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE SWAPCARD ENTITIES TO ORGANIZER FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICES OR OTHERWISE UNDER THESE ORGANIZER TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE AMOUNT ORGANIZER HAS PAID TO SWAPCARD FOR ACCESS TO AND USE OF THE SERVICES IN THE 12 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO CLAIM.

EACH PROVISION OF THESE ORGANIZER TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE ORGANIZER TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE ORGANIZER TERMS. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
9. Personal Data

As part of the Services, a specific database is assigned to each Event, containing all of the personal data of the Attendees or Exhibitors that has been uploaded by Organizer through the Services, as well as any such personal data that the Attendees or Exhibitors directly provided to Swapcard via the Services (the Database). Organizer and Swapcard agree to comply with the data processing provisions set out in the Data Processing Addendum provided by Swapcard to Organizer under these Organizer Terms.

10. Third-Party Materials

Under no circumstances will Swapcard be liable for the technical availability of any websites run by third parties that Organizer may access via the Services or for any content, adverts, products or services available on such third-party websites (collectively, Third-Party Materials). Organizer acknowledges and agrees that Third-Party Materials may be governed by their own terms and conditions of use and that Swapcard will not be held liable for any transactions conducted between Organizer and any advertisers, professionals, salespersons, or other third parties to whom Organizer may be directed via the Services.

11. Confidentiality

**Definition.** Confidential Information means any non-public documents, files, data or other information, written or oral, that relates to the actual or anticipated commercial, financial, legal or technical business of a party and any of its proprietary information, trade secrets, and know-how that either party discloses to the other party.

**Exceptions.** Confidential Information does not include any information that: (a) was publicly known and made generally available in the public domain prior to the time the disclosing party disclosed the information to the receiving party; (b) became publicly known and made generally available, after disclosure to the receiving party by the disclosing party, through no wrongful action or inaction of the receiving party or others who were under confidentiality obligations; (c) was in the receiving party’s
possession, without confidentiality restrictions, at the time of disclosure by the disclosing party, as shown by the receiving party’s files and records; or (d) is required to be disclosed by the receiving party by applicable law, rule, regulation or court order, provided that the receiving party gives the disclosing party prompt written notice of the required disclosure and cooperates with the disclosing party’s attempt to limit the disclosure.

**Non-disclosure and Non-use.** During the term of these Organizer Terms and for three years following the expiration or termination of these Organizer Terms, the receiving party will: (a) protect the Confidential Information of the disclosing party, keep it strictly secret and treat it with the same degree of care and protection that the receiving party accords its own confidential information; (b) not disclose the Confidential Information, directly or indirectly, to any third party or any person other than internally to members of staff that need to have knowledge of it or to advisers or external contractors who shall be bound by the same confidentiality obligations as set forth herein and who shall only use it for the purposes of these Organizer Terms; (c) not use the Confidential Information, in whole or in part, for any other purpose without the prior written consent of the disclosing party; and (d) not copy, reproduce or duplicate the Confidential Information, in whole or in part, where such copies, reproductions or duplications are not for the disclosing party’s own needs, or were not expressly authorized by the disclosing party in writing.

**12. Term and Termination**

**Term.** These Organizer Terms commence upon acceptance and continue until terminated by either party in accordance with this Section.

**Termination.** Either party may terminate these Organizer Terms if the other party materially breaches these Organizer Terms and, after being provided notice of such breach by the non-breaching party, is unable to cure such breach within 30 days from receiving such notice. In addition, Swapcard may terminate these Organizer Terms immediately if Organizer has violated any applicable laws or regulations with respect to its obligations under these Organizer Terms. If Swapcard has the right to terminate under this Section, Swapcard may instead elect, at its discretion, to: (a) temporarily or permanently and without delay suspend access to the Services for
Organizer; (b) delete any Content linked to the breach or violation in question, fully or partially; (c) take all appropriate measures and instigate any legal proceedings; or (d) notify the relevant authorities where applicable, and cooperate with them and provide them with all the information they need for their investigation and to suppress any illegal or illicit activities.

**Effect of Termination.** If these Organizer Terms are terminated prior to the end of its term and Organizer previously received one or more rebates under any outstanding Order, then, upon termination of these Organizer Terms, Organizer will pay Swapcard the amount of such rebates in proportion to the number of Events and Services used during the term of these Organizer Terms. In addition, if these Organizer Terms are terminated due to Organizer’s breach, then Organizer must immediately pay any unpaid Swapcard Fees to Swapcard; if these Organizer Terms are terminated due to Swapcard’s breach, then Organizer will only be obligated to pay any unpaid Swapcard Fees to Swapcard for Services that Swapcard has already rendered to Organizer. For 30 days following the expiration or termination of these Organizer Terms, Organizer may request Swapcard provide it with a copy of the Usage Statistics, which Swapcard will provide to Organizer in a format and media of Swapcard’s choice.

**13. Force Majeure**

Nonperformance by either Swapcard or Organizer will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts, orders or restrictions, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party. Notwithstanding the foregoing, in the event of any anticipated cancellation or postponement of an Event by Organizer due to COVID-19 (Coronavirus), Organizer must notify Swapcard as soon as possible and may request to extend any Order and postpone the parties’ respective obligations under these Organizer Terms for up to one year, which request will be subject to Swapcard’s approval, not to be unreasonably withheld, delayed, or conditioned. If Swapcard approves Organizer’s request, then Organizer will only have to pay 50% of the Swapcard Fees payable to Swapcard under the affected Order in the calendar year during which the Order is accepted by Swapcard and the remaining 50% of such Swapcard
Fees within 12 months following payment by Organizer of the initial 50% of Swapcard Fees to Swapcard.

14. Miscellaneous

**Independent Contractors.** The relationship of the parties established by these Organizer Terms are that of independent contractors, and nothing contained in these Organizer Terms should be construed to give either party the power to act as an agent or direct or control the day-to-day activities of the other. Financial and other obligations associated with each party’s business are the sole responsibility of that party. Nothing in these Organizer Terms will create a joint venture, joint enterprise or partnership, or any relationship other than that of independent contractors, which is the only relationship intended by the parties.

**Notices.** Any written notice required or permitted under the terms of these Organizer Terms may be provided via email unless otherwise required to be mailed or delivered in person under applicable law, in which case such notice must be in writing and must be: (a) delivered in person; (b) sent by first class registered mail, or air mail, as appropriate; or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address set forth on the applicable Order. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three business days after deposit in the mail as set forth above, or one day after delivery to an overnight air courier service.

**Publicity.** Organizer acknowledges that Swapcard may desire to use its name in press releases, product brochures and financial reports indicating that Organizer is a client of Swapcard, and Organizer agrees that Swapcard may use its name in such a manner.