

Terms and Conditions of the Event Service

I. Definitions

Unless otherwise stated in these Terms and Conditions of the Event, capitalized terms shall have the meaning given to them in the Terms and Conditions of Electronic Services as part of the Website www.livewebinar.com available at: <https://livewebinar.com/legal> The remaining definitions used in these Terms and Conditions of the Event shall have the following meaning:

1. **Terms and Conditions of the Event** – these terms and conditions for the provision of services by electronic means, the so-called Event, as part of the Website.
2. **Terms and Conditions of Service** – terms and conditions for the provision of services as part of the Website available at: <https://www.livewebinar.com/legal>
3. **Event** – a transmission of the User Content within a Room, set within a specified time and under conditions of access determined by the Event Organizer and the Website Owner.
4. **Event Organizer** – a registered user who has established the terms and conditions for participating in the Event via a special Account functionality and accepted these Terms of Event,
5. **Event Participant** - a natural person participating in the Event under the conditions laid down by the Event Organizer and the Website Owner who accepted these Terms and Conditions of the Event.
6. **Event Token** – a special token that the User can purchase via the Website to participate in the Event designated by the Event Organizer, an equivalent to the so-called Event pass.
7. **Event Duration** – the time that the Event is available to the Participants who purchased the Event Token, as determined by the Event Organizer.

II. General Provisions

1. These Terms and Conditions shall specify the rules for the use of the Event service available via the Website for the Organizers and the Participants.
2. The Terms and Conditions of Service shall apply to all matters not covered by these Terms and Conditions of the Event.
3. The organization and participation in the Event are subject to the terms and conditions set out in the Terms and Conditions of Service. The Event Organizer and the Event Participant are required to read and accept the Terms and Conditions of the Event.
4. These Terms and Conditions specify in particular:
 - a. the rules of organization of the Event on the Website,
 - b. the rules of settling the Event Tokens between the Website Owner and the Event Organizer,

- c. the rules for participation in the Events via the Website, including rules on purchasing the Event Tokens,
 - d. the procedure of making complaints,
 - e. information on and rules of functioning of the protection of personal data.
5. The minimum hardware requirements to use the Event services are set out in the Terms and Conditions of Service as minimum requirements for using the Website.

III. Rules for the organization of the Events

1. The Event can only be organized by a Registered User using a special functionality of the Account.
2. In order to organize the Event, the Registered User should complete the Event Organizer form indicating all data marked as required and accept the Event and these Terms and Conditions of the Event.
3. The Event Organizer shall conduct the Event in accordance with the Event Organizer agreement and under the conditions indicated in the form referred to in paragraph 2 above, in accordance with the applicable laws and the Terms and Conditions of Service.
4. The Event Organizer is required to enable any Participant who purchased the Event Token to participate in the Event for the entire Event Duration.
5. The Event Organizer is solely responsible for the organization of the Event. All Events shall be organized with the full accordance with the applicable law, in particular the Event Organizer shall comply with all personal data protection laws and applicable consumer rights. The Event Organizer is solely responsible for the settlement of all payment issues with Event Participants.
6. In the case that the Website Owner has received any complaints or claims from the Participants related to the organization of the Event, the Event Organizer shall release the Website Owner from any liability resulting from such complaints or claims and repair any damages that Website Owner suffered and reimburse any costs of Website Owner related to such complaints or claims.
7. When concluding an agreement on the organization of Event, the Event Organizer confirms that the agreement is linked to its business or professional activity, and that it is not involved in it as a Consumer.

IV. Rules of selling the Event Tokens and settling between the Website Owner of the Event Organizer

1. In order to sell Event Tokens the Event Organizer needs to register on his own name Stripe Payment Gateway or Barintree Payment Gateway in accordance with the rules and terms of the payment gateway provider and needs to implement such payment gateway in the Event Organizer Account. Event Tokens can be sold only via such payment gateway. The

Website Owner does not participate in the settlement between the Event Organizer and Event Participants and does not bear any liability for such settlements.

2. The value of the Event Tokens is always paid out in their currency. Sold Event Tokens shall be exchanged into the billing currency of the Event Organizer Account . The Website Owner shall not bear the conversion costs. The prices of the Event Tokens shall be expressed in gross prices, i.e. they shall include all components, including VAT, in accordance with applicable laws.
3. The Event Organizer bears all costs, taxes, duties etc. of selling Event Tokens via the Website.
4. The minimal value of Event Tokens is 1 USD, the maximum value of Event Tokens is 500 USD (or its equivalent in the currency of the Event Tokens).
5. The Event Organizer acknowledges and agrees to pay the Website Owner the remuneration in the amount of 10% (ten percent) of the value of Event Tokens sold via Website. The Event Organizer authorizes the Website Owner to collect and set-off the amount of its due remuneration from the Event Organizer Account.
6. The Website Owner shall issue an invoice for his remuneration described above after the end of each month. Invoices shall be sent to the Event Organizer only to the email address provided in the Event Organizer Account, to which the Event Organizer gives his/her consent. .
7. Cancellation or change of the terms of the Event nor cancellation of any transaction by the Event Participant does not result in any return of the Website Owner remuneration unless it was caused due to the reasons attributable solely to the Website Owner. .

V. Rules for the participation in the Events and purchasing the Event Tokens

1. An Event Participant may be a User who:
 - a) meets the conditions for participating in the Event as set out on the Website,
 - b) purchased the appropriate Event Token via the Website,
 - c) accepted these Terms and Conditions of the Event and the Terms and Conditions of Service.
2. Participation in the Event does not require registration or possession of an Account on the Website, but may require providing information and data indicated as required in the participation form.
3. The Participant may choose the form of payment for the Event Tokens, as provided by the Website Owner. The payment is made directly into the Event Organizer bank account. The Website Owner does not mediate in the payment process. In order to make a payment, the Participant should follow the information provided by the operator of a given payment. In

the case of payments made through payment operators, the Participant shall comply with the terms of service of such service provider.

4. The Event Organizer is the seller of Event Tokens. The Website Owner is not the seller of the Event Token and therefore is not liable nor authorized for issuing of any invoices due to the sell of Event Tokens.
5. The Event Token takes the form of a code that entitles to participate in the Event via the Website throughout the Event Duration.
6. In no case shall the Participant be entitled to sell or make available the Event Token, whether in return for payment or free of charge.
7. The Participant is required to provide himself/herself with technical conditions for participation in the Event set out in these Terms and Conditions of the Event or in the conditions for organising the Event.
8. The Participant shall not be entitled to return any purchased Event Tokens unless it is determined by the applicable provisions of law or these Terms and Conditions of the Event or by the Event Organizer. The Website Owner is not the addressee of any such requests as it is not the seller of the Event Tokens.
9. The Website Owner and the Event Organizer shall be entitled to block the possibility to participate in the Event if:
 - a) the Participant purchased the Event Token not via the Website,
 - b) the Participant infringes the participation rules in the Event indicated by the Event Organizer or has provided incorrect data when accessing the Event,
 - c) during the Event the Participant acts in violation of law, in particular violates third party personal rights, intellectual property rights, and transmits content prohibited by law,
 - d) during the Event the Participant infringes the ability of others to freely conduct or participate in the Event, including with the use of malicious software or by sending spam messages.
10. If the Participant is blocked from participating in the Event in the situations described in paragraph 9 through his/her fault, the Participant shall not be entitled to reimbursement of the Event Token costs.

VI. Complaints

Any other complaints concerning the Events should be submitted to support@livewebinar.com
A complaint shall state the reason for its submission.

The Website Owner is required to consider any complaint within 14 calendar days.

VII. Personal Data

1. Personal data of the Organizers and the Participants are processed by the Website Owner in accordance with the privacy policy available on the following Website <https://www.livewebinar.com/legal/privacy> . An information note on the processing of personal data of the Participants is attached as Appendix 2 to these Terms and Conditions of the Event.
2. Personal data of the Organizer is processed in accordance with the rules set out in the Terms and Conditions of Service.

VIII. Liability of the Service Owner

1. The liability of the Website Owner, its intermediaries, employees (regardless of the legal basis of their employment), entities associated with the Website Owner and subcontractors is limited only to the value of the Event Tokens covered by a complaint. In particular, the liability of the Website Owner, its intermediaries, employees (regardless of the legal basis of their employment), entities associated to the Website Owner and subcontractors for indirect damage and for loss of benefits is excluded.
2. The limitation of liability referred to in paragraph 1 above shall not apply to cases where the damage has been caused intentionally.
3. The limitation of liability referred to in paragraph 1 above shall not apply to cases where the claim is made by the Consumer and the limitation of liability shall be excluded under the applicable law.

IX. Final Provisions

1. In the case of Users who are not Consumers, the court competent for any disputes arising out of the use of the Website shall be the court competent for the seat of the Website Owner.
2. For any matters not covered by these Terms and Conditions of the Event, the laws in force in Poland shall apply.
3. The Website Owner may introduce changes to the Terms and Conditions of the Event for important reasons. These changes may be dictated by changes in the technological, legal, economic and organizational activities undertaken by the Website Owner, as well as by changes in the structure or content of the Website or in the offer of the Website Owner. The Participant will be notified of any changes to the Terms and Conditions of the Event through the Website and such changes shall be effective on the date of notifying the Participants thereof, including by publishing the new version of the Terms and Conditions on the Website, together with information about the content of the Terms and Conditions and any changes.
4. Registered Users will also be notified of a change of the Terms and Conditions of the Event by e-mail; they shall have the right to terminate the agreement for the use of the Website within 14 days from the date of notification by deleting the User Account or, if they do not agree to the changes, the termination will take place on the date set out in the Terms and

Conditions. The deletion of an Account or the termination of the Agreement for the Use of the Website due to changes introduced in the Terms and Conditions shall not entitle the User other than the Consumer in any way to request reimbursement of the Fees for the use of the Website or other claims for covering costs of fees or other compensation.

Appendices:

1. GDPR Information Note.