

memoQfest

Terms of Service and Attendance

memoQ Zrt., Rákóczi út 70-72., BUDAPEST, H1074 Hungary ("memoQ") is the organizer of memoQfest 2023 ("memoQfest"), a translation industry conference for individual translators and legal entities. This document contains the terms and conditions that apply when attendees ("You") register for, attend, sponsor, exhibit at or speak at memoQfest.

memoQfest is organized by memoQ Zrt. For registry and tax identifiers and contact details, please refer to the Contact page: <u>https://www.memoq.com/contact-us</u>.

I. Accepting the Terms of Service and Attendance

- 1. By registering for and attending memoQfest, you accept these Terms of Service and Attendance and thus enter into a service contract with memoQ.
- 2. You accept the Terms of Service and Attendance and enter into contract with memoQ by checking the check box on the online form where you submit your details to register for memoQfest. The terms are governed by Hungarian law. If the litigation process requires a legal procedure, the competent Hungarian civil courts shall have jurisdiction.
- 3. User may access, download, or print these Terms of Service at all times from the <u>following</u> <u>web page</u>.
- 4. You represent and warrant that you have the necessary permission or authority to accept the Terms of Service and Attendance as a private individual or on behalf of an organization.

II. Terms for all attendees: registering and registration fees

- 5. memoQfest is a private event organized by memoQ Translation Technologies Ltd ("memoQ"). You may attend memoQfest at the invitation or with the permission of memoQ.
- 6. memoQ may require that you register before attending the event by specifying your personal, company, and contact details. memoQ may accept or reject your registration at their own discretion. memoQ may also set deadlines for registering. If you attempt to register after the deadline, you accept that memoQ may ignore your registration without further notice.
- 7. memoQ will charge a registration fee for attending memoQfest. memoQ must publish the registration fee at the time registration opens or earlier. You accept that your registration is not final or confirmed until your registration fee arrives.
- 8. memoQ may organize and advertise satellite or third-party events (workshops, meetups, social events) connected to memoQfest. memoQ or the hosting third party may charge separate registration fees, and they may also require separate registration.
- 9. You may not invite, bring, or allow an unauthorized third party to enter the venue of the event without the prior consent of memoQ. In addition, if memoQ permits this third party to enter, you accept that memoQ may charge an additional registration fee proportional to this party's actual attendance. The invited third party must also comply with all terms and conditions of attendance.

III. Terms for all attendees: COVID-19 regulation

- 10. The health and safety of the memoQ community is memoQ's top priority. Based on the changing nature of COVID-19, the COVID protocols for memoQfest may change at any time before the conference.
- 11. If you register for the in-person conference, you will need to sign a COVID-19 waiver.
- 12. memoQ will optimize room sets and seating for physical distancing.



- 13. You can check the current local requirements for memoQfest on the <u>website of the European</u> <u>Union here</u>.
- 14. While the memoQ team and the event venues will have preventive measures designed to reduce the spread of COVID-19, gathering in groups does pose risks. You need to attest that you knowingly accept the risks of attendance.

IV. Terms for all attendees: Cancellation

- 15. You agree to the following cancellation terms: If you cancel your registration more than 30 calendar days before the event, you will be charged a cancellation fee of 190 € (one hundred ninety euros) including VAT and other taxes, duties and other compulsory payment. If you cancel your registration less than 30 calendar days before the event, you will be charged the full registration fee except if your participation is prevented by force majeure (illness, public health hazard, natural disaster, armed conflict, disruption of public services and security, or an act of God).
- 16. memoQ may cancel memoQfest at any time before the event. If memoQfest is cancelled, memoQ will refund all registration fees except if the cancellation of the result of force majeure (public health hazard, natural disaster, armed conflict, unrest or riots, disruption of public services and security, or an act of God). However, memoQ will not refund travel or accommodation expenses that already occurred, furthermore, memoQ will not be liable for any other indirect or consequential damages or losses.

V. Terms for all attendees: Program, contents, and venue

- 17. Unless otherwise stated, memoQ is not responsible for the contents of the presentations, discussions, or workshops at memoQfest. Although memoQ, through the memoQfest program committee, selects the presentations from several submissions and compiles the program, there is no control over the full contents of the materials and the full contents are not known to the program committee at the time the program is compiled. You accept the conference is provided "as is" without warranting any quality of conference. memoQ's liability is fully waived to the extent allowed by applicable law.
- 18. memoQ has the right to change the program anytime before or during memoQfest, without prior notice.
- 19. memoQ has the right to change the venue of the main event and the satellite events of memoQfest anytime prior to the event.

VI. Terms for all attendees: Privacy, intellectual property, and data protection

- 20. You acknowledge that memoQfest is a private event where all contents other than presentations from external speakers, including visual representations (photos, videos, etc.) are treated as confidential and are fully owned and controlled by memoQ. You agree not to disclose or publish any details, news, reviews, references, materials, photographs, sound, or video recordings without the prior written consent of memoQ unless they were previously disclosed or published by memoQ itself or by an authorized third party. If you intend to publish a review of memoQfest, you need to indicate this to memoQ prior to publication.
- 21. memoQ has the right to create and publish any and all details, news, references, materials, presentations, photographs, sound, or video recordings (including the ones about you) during or after the event. At the time of registration, you accept that your likeness may accidentally appear on any of these materials. According to applicable data protection regulations, you may withdraw your consent to use your likeness at any time without giving a reason. In this event, memoQ will need to remove or redact all media where your likeness appears.
- 22. As part of memoQfest, through an agreed third-party catering provider, memoQ will provide you with meals and refreshments. To be able to provide this service, memoQ will, at the time of registration, collect your dietary preferences and sensitivities. memoQ will forward these details to the catering providers without identification. You will be able to indicate your preferences and sensitivities to the catering provider at the meal, directly, or through the



ticket or label memoQ prepares for you. memoQ will not store, forward, or disclose your dietary information, and memoQ will also destroy this information after the event.

- 23. At the time of registration, memoQ will collect your billing and contact details. memoQ will not store or forward your contact details to third parties (including exhibitors and sponsors) unless you expressly consent to this at the time of registration or when entering the event. On the other hand, by law, memoQ must retain your billing details for 8 years after the event and disclose them to tax authorities upon their request.
- 24. Before or during memoQfest, memoQ will make the conference program available through an app called Whova. Through this app, memoQ will also communicate real-time and last-minute updates, and provide a platform for the attendees for social exchange. You accept that a) you will be required to register separately with Whova in order to access this information, and b) memoQ is not required to publish this information anywhere else. Whova is a third-party application whose publisher is based in the United States and offers their own privacy statement. memoQ will not automatically forward your details to Whova: you will receive an event code and optionally a password to access memoQfest's platform.

VII. Terms for all attendees: Professional conduct

- 25. By registering at and entering memoQfest, you accept that memoQfest is a private and professional event, and you agree to professional and ethical conduct throughout the event, at the satellite events and all event venues, including social events such as meals, dinners, parties, or city tours. You acknowledge and accept that memoQ is not liable for any direct or indirect damages or losses arising from injury, accident or health issue.
- 26. As part of professional conduct, you specifically agree to the following:
 - a. Wear casual business attire (which, in case of men, means button-up shirt and long trousers or jeans as a minimum in case of women, a reasonably acceptable equivalent)
 - b. Refrain from offensive, disruptive, harassing, discriminatory, or derogatory behavior, comments, or communication
 - c. Respect the privacy and the personal space of all other attendees, speakers, organizers, speakers, sponsors, or other persons connected to or present at the event and its venues
 - d. Refrain from openly advertising your products and services without memoQ's permission (as a rule, this requires a sponsorship contract prior to the event)
 - e. Refrain from openly advertising and presenting materials of any nature at the venue of the conference without memoQ's prior written consent
- 27. If you fail to comply with any one of the above rules, memoQ has the right to remove you from the event, as well as deny your registration to, and ban you from, any future events. In these cases, memoQ will not reimburse or refund any fee or other payments. In some cases, memoQ may be legally required to report the incident to your employer or to authorities.

VIII. Terms for sponsors and exhibitors

- 28. You accept that all terms of attendance also apply to you. The terms below also apply if you are a sponsor, an exhibitor, or a speaker at the event, or a representative of any of these.
- 29. A sponsor is an organization that pays an agreed sum for extra services and benefits at the event. Such services and benefits may include some or all of the following:
 - a. Appearance in public, printed and online, communication by memoQ about the event
 - b. Appearance on the program booklet, the conference bag or any other materials, platforms, or forums the sponsor may agree with memoQ
 - c. Distribution of technical or promotion materials as part of the attendee package or elsewhere at the event
 - d. Exhibition space at the venue
 - e. Opportunity to introduce themselves to the audience



- f. Opportunity to present a showcase as part of the conference program
- g. Free registration for an agreed number of representatives
- 30. As a sponsor, your organization purchases a sponsorship package, which includes some, or all of the above services and benefits. The contents and price of the package are subject to a separate agreement. memoQ is not required to offer or guarantee all of the above services or benefits.
- 31. As a sponsor, you agree to pay the full registration fee for every representative that is registered in addition to the number of free registrations.
- 32. memoQ will open sponsorship opportunities no later than 50 days prior to the event. A sponsorship agreement is confirmed if the agreed sponsorship fee arrives at memoQ's bank account at least one month prior to the event.
- 33. As a sponsor, you accept that, if you cancel your sponsorship more than 30 calendar days before the event, you will be charged 30% of the total sponsorship package as a cancellation fee. If you cancel your sponsorship less than 30 days prior to the event, the sponsorship fees will not be refunded except if your participation is prevented by force majeure (illness, public health hazard, natural disaster, armed conflict, disruption of public services and security, or an act of God).
- 34. If memoQ cancels the event due to public health hazard, natural disaster, armed conflict, unrest or riots, disruption of public services and security, or an act of God, they will refund the sponsorship and registration fees. memoQ will not refund travel and accommodation costs that already occurred.
- 35. Sponsors must not represent, advertise, or otherwise promote or display insignia of direct competitors of memoQ.
- 36. As a representative of a sponsor, you agree to comply with the terms for speakers, to the extent you are presenting at an introductory session, a showcase presentation, or a pre-conference workshop.
- 37. memoQ is not required to hand over the list or contact details of attendees. You may collect business cards or contact details from attendees and through the official conference application (Whova), but you will be responsible for obtaining their consent. You will also need to comply with your privacy policy as well as local (to the country of the event venue) and international data protection laws. You accept and acknowledge that in these cases memoQ is not regarded as data controller or processor pursuant to the respective data privacy rules.
- 38. An exhibitor is a sponsor that uses an exhibition space at the event venue as one of the benefits. As an exhibitor, you will be allocated an exhibition space, tables, chairs, electricity, and Internet access, as agreed in the sponsorship package.
- 39. As an exhibitor, you need to bring and assemble your own equipment and display material. If requested, memoQ may be able to provide you with extra items and assistance. You accept that memoQ may charge a fee if such extra items or assistance is provided.
- 40. Exhibitors must remain within allocated space. If you use extra space in addition to your allocated space, you accept that memoQ may apply a surcharge proportional to the extra space used.
- 41. Exhibitors' materials (displays, printed materials, and presentations) must not contain offensive, disruptive, harassing, discriminatory, or derogatory items. Offending exhibitors may be removed from the event and banned from future events, without a refund of the sponsorship fee.
- 42. Exhibitors' representatives must refrain from soliciting, coercive, or other offensive sales techniques throughout the event. Offending exhibitors may be removed from the event and banned from future events, without a refund of the sponsorship fee.
- 43. Outside their allotted slots for showcases, introductions, or pre-conference workshops, sponsors and exhibitors may not advertise or otherwise promote their products and services at conference sessions (not even at questions-and-answers time), except to the extent of rollups and acknowledgement slides that memoQ places in the session rooms.





IX. Terms for speakers

- 44. As a speaker, you agree to comply with all terms for attendees.
- 45. memoQfest's sessions are selected and compiled by a program committee, appointed by memoQ at their sole discretion.
- 46. You may apply to be a speaker by proposing a session. A session proposal must contain an abstract of the contents of the proposed session: you are not required to submit the full contents. memoQ may also pro-actively invite you to submit a proposal.
- 47. You may submit more than one session proposals. You may submit your proposals between the date the Call for Papers is published, and the deadline included in the same Call for Papers. memoQ may ignore submissions received before the release of the Call for Proposals or after the submission deadline, without further notice.
- 48. The memoQfest program committee may accept or reject a submission at their own discretion. The program committee will notify all authors of acceptance or rejection at least one month before the event. There is no forum to challenge the decisions of the program committee.
- 49. Speakers are not required to submit the full contents of their sessions before the event. However, they must send all presentation materials to memoQ at least five calendar days before the first day of the main conference.
- 50. Unless otherwise agreed, speakers may not expect remuneration for their session or reimbursement of their travel and accommodation expenses.
- 51. In the session and in presentation materials, speakers must not include offensive, disruptive, harassing, discriminatory, or derogatory items or comments. In addition, speakers, in session contents, must in no way promote or endorse corruption, bribery, slavery, child labor, violence, or unethical or unlawful business practices. Neither will speakers in any way promote discrimination by skin color, ethnic origin, nationality, social background, health, sexual orientation, gender, or age. Session contents must not even hint at disrespect for the dignity or fundamental rights of individuals or communities. Furthermore, a speaker must refrain from any communication or behavior that may harm memoQ's good reputation, lawful business, or social interest. memoQ has the right to interrupt offending sessions. Offending speakers may be removed from the event and be banned from future events organized by memoQ.
- 52. If, anytime before or during the event, memoQ learns that a speaker has a verifiable and documented reputation for past communication or behavior that would violate the previous paragraph, memoQ may revoke the speaker's invitation or cancel their registration, and remove their session(s) from the program without further notice and without any refunds of the registration fees.