

EAGE REGISTRATION TERMS AND CONDITIONS

1. Definitions

In these Terms and Conditions, the following terms (in so far as written with a capital letter) are defined as follows:

- 1.1. **Agreement:** the agreement between EAGE and Participant concerning the attendance or participation of Participant in the Event(s), to which agreement these Terms and Conditions apply.
- 1.2. **EAGE:** the legal person as mentioned in the Agreement and/or Registration (co-)organizing the Event(s).
- 1.3. **Event:** course, conference, exhibition, field trip, workshop or other event organized by or in cooperation with EAGE.
- 1.4. **Participant:** the natural or legal person attending or taking part in the Event(s).
- 1.5. **Registration:** valid registration entitling Participant to attend or take part in the relevant Event(s).
- 1.6. **Registration Fee(s):** the amount(s) owed by Participant to EAGE for attending or taking part in the relevant Event(s).
- 1.7. **Terms and Conditions:** these EAGE Registration Terms and Conditions.
- 1.8. **Third Parties:** the natural or legal persons who are involved in some way, either directly or indirectly, in (the (co-)organizing of) the Event(s).
- 1.9. **Writing:** written documents on paper (letter and fax) or digital (e-mail).

2. Applicability

- 2.1. These Terms and Conditions apply to all (acts implementing) agreements, registrations and other (juristic) acts between EAGE and Participant regarding Events, including the actual attending of or taking part in Events.
- 2.2. Deviations from these Terms and Conditions are only valid if they are explicitly agreed upon in Writing between EAGE and Participant and relate only to the Agreement or other (juristic) act specifically referred to.
- 2.3. In the event that one or more stipulations of the Agreement to which the Terms and Conditions apply deviate(s) from the Terms and Conditions, the stipulations of the Agreement shall prevail, unless the relevant stipulation of the Agreement expressly states otherwise.
- 2.4. The Terms and Conditions also apply to activities and (juristic) acts of Third Parties engaged by EAGE for the purpose of the Event.

3. Registration procedure

- 3.1. Participant has to register through the regular registration channels via EAGE's website or otherwise as may be indicated by EAGE. Certain ways of registrations may be subject to additional (administration) fees.

- 3.2. Participant warrants to EAGE that the data supplied with the registration, including the data regarding Participant's duly authorised representative, contact and personal information, as the case may be, are correct. Any incorrect data or unauthorized signatures are at the expense and risk of Participant.
- 3.3. EAGE may enter the data obtained from Participant in a database. By submitting a registration Participant authorises the use and storage of the data supplied. EAGE may use these data for the organisation of the Event or for marketing purposes of EAGE and/or its affiliated companies. Where the use of data does not relate to these purposes, Participant may retract its consent at any time by sending a message in Writing to EAGE.
- 3.4. EAGE reserves the rights (1) to refuse entering into an Agreement with Participant, (2) to cancel a Registration, (3) to refuse granting Participant access to or taking part in an Event or (4) to terminate an Agreement, for instance in case it questions the eligibility, age and/or personal condition of Participant for the Event concerned or if Participant has an outstanding balance on accounts due to EAGE and/or its affiliated companies.
- 3.5. An Agreement is established as soon as EAGE has received the relevant registration form, correctly and fully filled in and duly signed back, or as soon as the online registration procedure has been correctly completed, without prejudice to clause 3.4.

4. Undertakings and deadlines

- 4.1. Participant undertakes to abide by the Agreement, these Terms and Conditions, and all directions, instructions, public standards and morality in connection with (the nature of) the Event and/or as indicated or stipulated by EAGE and/or Third Parties. This shall include – among others – company rules, health and safety regulations and privacy rules.
- 4.2. Participant undertakes and warrants having legally obtained the requisite visas, travel permits and other required (travel) documents. EAGE shall not be liable for non-attendance or non-participation due to failures or negligence in Participant's obligations set out in this article.
- 4.3. In the Agreement and/or instructions of EAGE and/or Third Parties certain deadlines may be indicated in connection with the Event. If Participant fails to meet any of such deadlines, EAGE shall not be liable for the corresponding obligations under the Agreement and/or (timely) delivery of services related to such deadlines.

5. Offers, fees and tickets

- 5.1. All offers, announcements and communications by EAGE or Third Parties in relation to Events are without engagement. EAGE accepts no liability for any errors in such offers, announcements and communications.
- 5.2. As compensation for taking part in the Event, Participant owes the Registration Fee(s) and, if applicable, the other amounts as specified by EAGE and/or Third Parties.
- 5.3. Participant will receive a badge. The badge is personal. EAGE has no obligation to replace the badge in case of loss, theft etc. EAGE may charge a fee amounting to EUR 50,- for replacement.

6. Invoicing and payment

- 6.1. Registration Fees and other amounts due are in euros. On all amounts due, VAT may be applicable.

- 6.2. Registration Fees may vary depending on the time of Registration for the relevant Event(s).
- 6.3. Reduced Registration Fees may be applicable, for instance for different delegate types, EAGE members or students.
- 6.4. Payments must be made prior to the Event, or within the deadlines as indicated by EAGE or on the due date of the relevant invoice(s), as the case may be. Access will only be granted in case Participant has fulfilled its payment obligations.
- 6.5. EAGE is entitled to set off payments made by a Participant first of all against any outstanding debts of Participant (respectively the company or organisation on behalf of whom the Registration is made) to EAGE and/or its affiliated companies. EAGE reserves the right to deny access to any Event and/or an event of its affiliated companies until any and all payments have been settled.

7. Cancellation and transfer policy

- 7.1. Participant may cancel Registration(s) in Writing, but shall only be entitled to any refund of Registration Fee(s) if such cancellation has been received before the deadline indicated by EAGE for the relevant Event. In such case Participant shall owe EAGE an administration fee of EUR 35,- per Registration, unless otherwise indicated by EAGE. In case of cancellation by Participants who are not a member of EAGE, the membership fee will not be refunded, but the membership shall remain active for the period concerned.
- 7.2. In case of cancellation after said deadline or no-show, no refund will be made.
- 7.3. In case of no-show the right to receive any materials in connection with the Event is forfeited unless picked up on site of the Event by another Participant with proof in Writing of the relevant Registration.
- 7.4. Transfer of Registration to another Participant (EAGE member) will cost an administration fee of EUR 35,- or otherwise indicated by EAGE, plus any differences in delegate types, where applicable (for instance when changing a Registration from a member to a non-member).
- 7.5. If Participant (non-EAGE member) has to pay a membership fee, only the Registration part of the total fee may be transferred. The part of the fee that pertains to EAGE membership will remain applicable to the individual that was originally registered. For the Participant to whom the Registration is being transferred, if not an EAGE member, the membership fee will be added to the Registration Fee.

8. Reservation to make changes and force majeure

- 8.1. EAGE reserves the right at all times to make changes in the time schedule, dates, concept and programme of the Event.
- 8.2. If, for circumstances beyond the reasonable control of EAGE or when the minimum number of Participants needed to operate the Event is not reached, EAGE has to change the date of the Event, Participant can request that any paid amounts shall remain as credit for the (new date of the) Event, or will be reimbursed. EAGE reserves the right to alter the venue if necessary. If the date of an Event is being changed, EAGE shall make every endeavour to inform Participant with the least possible delay. EAGE shall not be liable for any airfare, travel, hotel, or other costs incurred by Participant.
- 8.3. Should any circumstances arise which prevent EAGE from organising the Event as scheduled, such as for example: the premises where the Event is to be accommodated are destroyed or

damaged, the Event fails to take place as scheduled, or is relocated or interrupted and discontinued, or access to the premises is prevented or interfered, by reason of any strike, lock-out, injunction, act of war, act of God, emergency declared by any government agency, or for any other reason beyond the reasonable control of EAGE, the Agreement may be terminated by EAGE or the Registration may be cancelled, as the case may be, without the obligation to Participant to refund any amounts already paid. In the event of such termination or cancellation, Participant waives any and all damages and claims for damages, without prejudice to the cancellation policy as set out in article 7.

9. Non-performance and sanctions

9.1. If Participant acts in a manner contrary to or in breach of the Agreement, these Terms and Conditions and the directions, instructions, public standards and morality as referred to in article 4, to be determined at EAGE's sole discretion, EAGE shall be entitled, without recourse to the courts and without Participant being entitled to enforce any right to a refund of the Registration Fee and/or other amounts paid and, where necessary, at the expense of the Participant, to take whatever measures it sees fit, including but not limited to the following:

- deny Participant (further) access to or participation in the Event; and/or
- terminate all or part of the Agreement, without the need for prior notice of default; and/or
- cancel the vouchers or admission tickets issued to Participant and bar Participant from the Event and/or the Event venue with immediate effect; and/or
- exclude the Participant from attending or participating in any other Events to be organised;

this is without prejudice to EAGE's other rights in such situation, including EAGE's right to claim full compensation for any loss or damage suffered and/or yet to be suffered.

10. Risk, liability, indemnification and insurances

10.1. Participant's attending of or participating in an Event is entirely at Participant's expense and risk. Participant shall be responsible for the relevant insurances as may reasonably be required for the attending of or participating in the Event concerned.

10.2. Participant must notify EAGE in Writing of any claims it may have concerning the Event within thirty (30) days of the Event – in the absence of which any right on Participant's part to claim damages from EAGE shall lapse.

10.3. EAGE shall use its best endeavours in order to facilitate that the Event(s), including all related materials, documentation and information are being prepared and provided by adequately qualified professionals in the fields concerned, but EAGE does not give any guarantee or warranty of any kind, whether express or implied, as to – without limitation – the completeness, accuracy, suitability or fitness for a particular purpose of the Event(s) and all such guarantees or warranties are hereby excluded to the fullest extent permitted by law.

10.4. To the fullest extent permitted by law, EAGE shall not be liable for any personal loss or damage incurred by Participant, except when caused by intentional fault or gross negligence on the side of EAGE.

10.5. To the fullest extent permitted by law, under no circumstances shall EAGE be liable for any indirect, consequential, special, exemplary, incidental or punitive damages, such as loss of

(future) profits or other economic loss, damages for delay, third party claims and suchlike, even if EAGE and Participant have been advised of the possibility of such damages.

- 10.6. EAGE's total liability to Participant, including liability arising out of the Agreement, these Terms and Conditions, negligence or tort, or warranty, shall not exceed the amounts actually paid by Participant under the relevant Agreement. If and in so far as EAGE's limitation of liability contravenes the provisions of applicable mandatory legislation or is not upheld by a court of law for any reason whatsoever, and this results in EAGE being liable for any loss on Participant's side (which is deemed to include any indirect loss), EAGE's total liability shall be confined to the amount as paid out by the liability insurance of EAGE in the case concerned, and in case such damages are not insured or paid by the insurance company, the total liability from EAGE towards Participant shall be confined to an amount of € 1.500,-.
- 10.7. Participant shall fully indemnify and hold harmless EAGE, the European Association for Geoscientists & Engineers and/or its affiliated companies against any claims, demands and/or costs on the part of some other party or otherwise, howsoever called and on whatever grounds they arise in connection with Participant's attending of or participation in the Event.

11. Miscellaneous

- 11.1. If EAGE, for reasons of its own, waives any right or otherwise appeases Participant, these appeasements shall be limited to the specific circumstances of the case and shall have no influence whatsoever on the rights that EAGE may invoke in such other situations.
- 11.2. If any stipulation of the Agreement and/or these Terms and Conditions and/or other rules and arrangements applicable between EAGE and Participant is/are invalid, the remaining stipulations of the Agreement and/or these Terms and Conditions and/or other applicable rules and arrangements shall remain in effect. Parties shall agree on a new stipulation that is as close as possible to the intent of parties while being legally valid.
- 11.3. EAGE may, without Participant's consent, assign this Agreement, including all rights and obligations hereunder, at any time to any of its affiliates or to any entity acquiring substantially all of EAGE's assets. Subject to this clause, this Agreement is binding upon and is for the benefit of the parties and their respective successors and assigns. EAGE will inform Participant in Writing of such a transfer of rights and obligations.

12. Applicable law and competent court

- 12.1. The Agreement, these Terms and Conditions and any rules and regulations applicable between EAGE and Participant are solely governed by and construed in accordance with Dutch law.
- 12.2. Disputes between the parties resulting from or otherwise connected to the Agreement and/or these Terms and Conditions, including but not limited to disputes that are only deemed to be such by one of the parties, shall be resolved as much as possible by consultation. Any dispute not resolved by the parties can solely be brought before the competent court in Utrecht, the Netherlands.