

## 1. Definitions

**1.1. ESHRE®:** An international non-profit organization named the "European Society of Human Reproduction and Embryology", with its registered office at Belgium, 1852 Grimbergen, Meerstraat 60, VAT BE-0430.069.888, RLE/RPR Brussels.

**1.2. Registrant:** Each legal entity, as well as any person for and on behalf of whom a registration for an Event (as defined in article 1.7) is submitted through the online registration form.

The Registrant is the legal entity or person who is taking the contractual commitment towards ESHRE®, independent if he/she registers for him/herself as Participant or (a) third part(y)(ies) as Participant(s).

**1.3. Participant:** Any person registered to actually attend an Event.

The Registrant and the Participant can be one and the same, in case the Registrant intends to participate in the Event him/herself.

**1.4. Annual Meeting:** An annual congress ESHRE® organizes with the aim of providing a forum for the exchange, discussion and promotion all matters related to reproductive medicine and embryology. This congress normally takes place in June or July of each year, possibly in a different venue in Europe or in a virtual/online setting. The Annual Meeting normally - but not necessarily (e.g. when the meeting is held in a virtual setting) - consists of three major components: (i) a scientific programme; (ii) a commercial exhibition and (iii) a social programme.

**1.5. Precongress Course(s):** Course(s) that are held one day prior to the start of the Annual Meeting main scientific programme.

**1.6. Campus Workshops(s):** Ad hoc live or virtual educational events such as workshop(s) that ESHRE® organizes.

**1.7. Event(s):** Umbrella term for Annual Meetings, Precongress Courses, Campus Workshops or any other educational event organized by or in cooperation with ESHRE®. Such Events can be Live Events or Virtual Events.

**1.8. Live Event(s):** A Live Event is an Event that involves participants interacting in a physical environment or location such as a congress centre or any other venue suitable for the organization of such an event.

**1.9. Virtual Event(s):** A virtual event is an online event whereby individuals participate in a virtual environment on a website or other electronic platform, rather than participating in an event that is held in a physical location.

## 2. Applicability of terms and conditions

**2.1.** All transactions concluded between ESHRE® and the Registrant in the context of a registration for a Live or Virtual Event and the actual participation in a Live or Virtual Event by a Participant, shall be governed by (in hierarchical descending order):

- i. the written Confirmation of Registration (as described in articles 4.1 and 4.5), issued by ESHRE®;
- ii. the completed Request for Registration (as described in articles 4.1 and 4.2);
- iii. the specific ESHRE® instructions applicable to the participation in a Live or Virtual Event;
- iv. ESHRE®'s invitation to a Live or Virtual Event;
- v. these terms and conditions;
- vi. the official ESHRE® website;

vii. Belgian law.

**2.2.** By submitting a Request for Registration (as described in article 4.1) for a Live or Virtual Event and by accepting these terms and conditions, the Registrant acknowledges to have read and understood these terms and conditions, and to accept these. These terms and conditions shall always take precedence over those of the Registrant, even if the latter state to be the only valid terms.

In case the Registrant registers (a) third part(y)(ies) as Participant(s) to the Event, the Registrant must inform the Participant - for whom the registration has been completed - of all rules and regulations, which are part of the legal framework that govern the relationship with ESHRE® and to which reference is made in these terms and conditions. Thus, it is the Registrant's sole responsibility to ensure that the Participant adheres to such rules and regulations.

**2.3.** The invalidity of one or more provisions of these terms and conditions or any part thereof shall not affect the validity and enforceability of the other clauses and/or the remainder of the provision in question. In case of invalidity, parties shall negotiate to replace the invalid provision by an equivalent provision in accordance with the spirit of these terms and conditions. If parties do not reach an agreement, then the competent court may mitigate the invalid provision to what is (legally) permitted.

**2.4.** The (repeated) failure by ESHRE® to exercise any right may only be construed as the toleration of a particular situation and shall not give rise to a forfeiture of rights.

## 3. Eligibility to Live or Virtual Events

**3.1.** All Participants to an Event:

- i. Must be over the age of 18;
- ii. Must provide a "proof of status", when requested, as the Live or Virtual Events can only be attended by doctors and allied personnel (such as, but not limited to: nurses, midwives, laboratory technicians, counsellors, psychologists, social workers, embryologists, researchers and other professionals active in the field of reproductive medicine and science). A proof of status is an official document (e.g. letter, student card or any other document) issued by a legal representative (such as the head of department) of a hospital, company or academic institution, which confirms the status of the Participant. The document must be issued in English and on the institute's official letterhead.

**3.2.** Due to the medical and pharmaceutical regulations, which may differ from country to country, ESHRE® may be obliged to deny a Participant (full) access to a Live or Virtual Event or part thereof. Based on these regulations, certain parts of the Live or Virtual Event may only be accessible for health care professionals (being doctors authorized to prescribe medication). For that reason, the Participant may be required to provide a proof of his/her status of health care professional, next to the proof of status (cf. article 3.1, ii).

**3.3.** Accompanying persons who do not meet the eligibility requirements will be denied access to any ESHRE® Live Event.

## 4. Registration procedure

**4.1.** The online registration procedure for Live or Virtual Events takes place as follows:

- i. "Request for Registration" by the Registrant, through submitting a fully completed online registration form on the ESHRE® website;
- ii. "Confirmation of Receipt" by ESHRE® of the submitted Request for Registration;
- iii. "Processing of Registration" by ESHRE®;
- iv. "Confirmation of Registration": acceptance of the Request for Registration by ESHRE®, following full payment of the registration fees.

### 4.2. Request for Registration

**4.2.1** A Request for Registration can only be made online.

**4.2.2** The Registrant has the choice to submit a Request for "Individual Registration" or for "Group Registration".

**4.2.3** A Request for Individual Registration relates to one Participant only.

A Request for Group Registration can only be submitted as of minimum 2 Participants. In case the minimum of 2 Participants is not met, the Registrant is expected to submit a Request for Individual Registration via the online registration form.

**4.2.4** After submitting the Request for Group Registration, a given number of registration codes - depending on the number of requested registrations (i.e. 10 requested registrations = 10 registration codes) - will be issued by e-mail. The registrations codes can be distributed by the registrant among relevant participants of his/her choice. The participants can subsequently use these codes for his/her individual registration to the Event.

**4.2.5** A Request for Registration to an Event, shall only be considered when:

- i. Submitted via the official online registration forms of ESHRE®, which are available on the official ESHRE® website;
- ii. The applicable forms are fully completed and contain correct information concerning the Registrant and Participant(s);
- iii. The applicable forms are submitted by a person who is authorized to act on behalf of the Registrant and Participant(s) (if applicable);
- iv. ESHRE® receives the applicable online registrations before the deadline for registration, when applicable and as indicated.

The Registrant is always responsible for the correctness and completeness of the provided information, such as but not limited to the name(s), e-mail address(es) and status(es) of the Participant(s). ESHRE® shall rely on the information supplied by the Registrant without having to verify the correctness and completeness thereof, and without bearing any responsibility or liability in that respect.

**4.2.6** A Request for Registration taken into consideration by ESHRE, does not automatically entail a Confirmation of Registration (cf. article 4.4).

**4.2.7** Whenever a Participant has a special request, ESHRE® must be informed of this request together with the submitted Request for Registration. ESHRE® cannot guarantee that such requests will be met, unless when explicitly confirmed in writing.

**4.2.8** All correspondence of ESHRE® concerning the Request for Registration and the contractual aspects (e.g.: payment, Confirmation of Registration etc.)

shall be sent only to the contact person as indicated by the Registrant.

Nevertheless, ESHRE® will use the contact details of the Participant(s) to inform him/her/them about the Event (e.g.: relating to the programme or the use of an Event “app”), for the issuance of certificates of attendance, for the provision of admission badges (when applicable) etc. If the contact details of the Participant(s) provided by the Registrant are incorrect or incomplete, ESHRE cannot be held liable based on the fact that the Participant(s) might miss out on necessary or useful information.

### 4.3. Confirmation of Receipt

4.3.1 For each properly filled out Request for Registration received by ESHRE®, a Confirmation of Receipt will be sent to the Registrant within due time.

4.3.2 Such Confirmation is solely a confirmation of receipt of the Request for Registration and does not in any case entail a definitive right to participate.

### 4.4. Processing of Registration

4.4.1 The Request for Registration will only be considered for Confirmation (cf. article 4.5) under the following cumulative conditions:

- i. The Request for Registration is submitted within relevant deadlines indicated for each Event;
- ii. Full payment of the registration fee;
- iii. Providing a proof of status of the Participant(s) (cf. article 3), when requested;
- iv. In case of a Group Registration: the provision of the completed “Group Registration Form”;
- v. The maximum number of participants for an Event has not yet been reached: in case the maximum number is reached, ESHRE® reserves the right to refuse the Request for Registration.

4.4.2 All Requests for Registration, shall - upon receipt of full payment and proof of status (when requested) - be processed by ESHRE® on a first-come, first-serve policy.

4.4.3 Whenever the conditions stipulated under article 4.4.1 and 4.4.2 are not (fully) met:

- i. Before the deadline for registration at an Early Fee” (cf. article 5.4) has passed: The higher registration fee shall automatically apply;
- ii. Before the final deadline for registration has passed: The Request for Registration is deemed to be withdrawn by the Registrant and/or shall be refused by ESHRE®.

### 4.5. Confirmation of Registration

4.5.1 The right to attend an Event is dependent on a Confirmation of Registration.

In case of a last-minute registration, it is possible that the Attendee shall not receive ESHRE’s® Confirmation of Registration - especially for live Events - as this Confirmation shall only be sent upon receipt of payment in full of the registration fee. In such cases, the Participant must bring a copy of the Request for Registration and any other relevant document in proof of his/her intention to register for the live Event. Furthermore, the Participant must either pay the registration fee immediately in cash at the live Event or must bring to the live Event a copy of the bank statement to prove payment of the registration fee. In absence thereof, the Participant may be refused access to the live Event.

4.5.2 Upon acceptance of ESHRE®, a Confirmation of Registration shall be sent to the Participant as indicated by the Registrant.

In case of Group Registrations, it is the role and the responsibility of the Registrant to inform each

registered Participant of the Confirmation of Registration.

4.5.3 The Confirmation of Registration shall only relate to the Event as indicated, and shall thus not apply to any future or other ESHRE® Event(s).

Whatever is not confirmed in the Confirmation of Registration shall be deemed to be an additional request by the Registrant, and – consequently – will be charged to the Registrant as an additional cost.

4.5.4 ESHRE® cannot be held responsible for double registrations and shall in such case not be obliged to any refund.

## 5. Registration fee

5.1. All registration fees for Events are in euro, with applicable VAT rate included, but exclusive of other applicable levies, duties, commission fees, insurance and/or handling costs, unless otherwise agreed.

5.2. For each Event, specific (categories of) registration fees will apply. Thus, registration fees shall only be valid for the specific Event to which they refer.

5.3. Every registration fee applies to one single Participant, unless expressly stated that a specific fee is applicable to a Group Registration.

5.4. The registration fees may differ, depending on the time of registration *and* payment. A distinction can be made between an (i) “Early Fee”; (ii) “Late Fee” and (iii) “Onsite Fee” (the latter only applies for Annual Meetings and Precongress Courses).

Early and Late Fees only apply when a registration is submitted, and payment is received (by ESHRE®) before the stipulated deadline of Early/Late Fee.

For certain activities (e.g. for virtual Events) a flat fee may be charged and no “Early”, “Late” or “Onsite Fee” deadlines are applicable.

5.5. The registration fees may differ depending on the status of the Participant. Namely, whether the Participant is an ESHRE® member or an Allied Professional or Student ESHRE® member at the time of the Request for Registration.

Membership fees only apply to active ESHRE® members. An active member ID must be entered into the Request for Registration (under “Participant – Member verification”). The processing of a new membership or the reactivation or renewal of a membership can take up to approximately one week.

No refunds will be made for Participants who acquire or renew their membership after the Request for Registration has been submitted.

In case of Group Registration, the status of each registered Participant determines the fee applicable to the Participant concerned.

5.6. For a detailed enumeration of what is or is not included in the registration fee, please check the ESHRE® website or Event announcements.

## 6. Payment

6.1. The Registrant is fully responsible for the payment of the registration fee for a Live or Virtual Event.

6.2. The Registrant is fully responsible for submitting the accurate and complete invoice data.

6.3. All invoices from ESHRE® are fully payable before the expiry date, as specified on the invoice.

Registration fees must always be paid in full *prior* to the Validation of Registration.

6.4. The following payment procedure shall apply, with the following payment options:

6.4.1 In case of an “Individual Registration”, the Registrant has the following options:

- i. Payment by credit card or online payment via the online payment platform. After payment, an invoice shall be provided to the Registrant (as confirmation of the transaction).
- ii. Payment by bank transfer (with name and/or registration number), in which case a pro forma invoice shall be provided to the Registrant before payment. After full payment, an invoice shall be provided (as confirmation of the transaction).

In any case, the payment option by bank transfer shall apply whenever payment by credit card or online payment is not successful/refused.

6.4.2 In case of a “Group Registration”, a pro forma invoice shall be provided to the Registrant before payment. The registration fees are (unless expressly agreed otherwise) payable by bank transfer (with name and/or registration number). After full payment, the invoice shall be provided (as confirmation of the transaction).

6.4.3 In case of an onsite registration at a Live Event (Annual Meeting or Precongress Course): the registration fee must be paid immediately in cash, by debit card or by credit card.

6.5. Any other method of payment than the ones duly stated in these terms and conditions will not be accepted.

Any bank charges of whatsoever nature must be borne by the Registrant/Participant.

6.6. Through registration, the Registrant explicitly agrees to the use of electronic invoicing by ESHRE®, unless otherwise agreed in writing between the parties.

6.7. A protest of invoice is only valid when done in writing within 15 calendar days after the invoice date, with specification of the invoice date, invoice number and a detailed substantiation of the protest.

6.8. The unconditional payment of the invoice implies the explicit acceptance of the invoice.

Payment in installments shall not be accepted.

## 7. Consequences of non- or late payment

7.1. In case a deadline for registration at an Early or Late Fee has passed before payment of a registration is received by ESHRE®, the higher registration fee shall automatically apply.

7.2. In case any amount remains unpaid once a period of 30 calendar days has passed since the due date of the invoice, ESHRE® shall in any case be entitled to consider the Request for Registration as withdrawn by the Registrant.

7.3. Any amount that remains fully or partially unpaid on the due date will automatically and without prior notice be increased by a default interest of 1 % per month overdue, whereby each started month will be considered as a whole month.

The amount due will also be automatically increased with a fixed compensation equal to 10 % of the invoice amount, with a minimum of EUR 100 (excl. VAT), and without prejudice to ESHRE’s® right to claim the full costs for collection and any proven damage.

## 8. Admission badges

8.1. Admission badges shall be provided to the Participant at all Live Events, upon presentation of the Confirmation of Registration.

8.2. Each Participant is imposed to wear his/her personalized admission badge at all time while attending a Live Event. Only Participants wearing their badge shall be admitted to the Live Event (considering that ESHRE® may be obliged to deny a Participant (full) access to the Live Event on the

grounds of compliance with (local) medical and pharmaceutical regulations).

8.3. The loss (or misplacement) of the badge will consequently lead to the loss of the right of access to the Live Event.

An administrative fee of EUR 50 shall be charged to issue a new admission badge.

8.4. The admission badge will mention the family name, first name and country of the Participant, as well as a barcode (the latter only for the Annual Meeting). Through the barcode, data of the Participant can be accessed through software that ESHRE® uses.

8.5. Each admission badge is non-transferable due to its personalized character.

The Registrant and the Participants acknowledge that false certification of individuals, misuse of the personalized admission badges, any method of assisting unauthorized persons to gain access to a Live Event, or any other inappropriate or unauthorized conduct shall lead to the repossession by ESHRE® of these admission badges of all individuals involved. Moreover, ESHRE® shall have the right to refuse (further) access to the Live Event and/or to future Events, without ESHRE's® obligation to refund any fees.

#### **9. Visa requirements & ESHRE® Invitation letters**

9.1. For all Live Events, it is the sole responsibility of the Participant to take care of any visa requirements. Participants who require an entry visa must foresee sufficient time for the visa application procedure. Participants should contact the nearest local Embassy or Consulate of the country where the Live Event will be held to determine the appropriate timing and conditions of the visa application.

9.2. ESHRE® shall not carry any costs in relation to visa applications.

9.3. Exceptionally, in case of a visa application rejection, reimbursement of the registration fee will be granted after deduction of an administrative fee of EUR 100, provided that the visa application was filed in due time and provided that a supporting document from the Embassy is submitted to ESHRE® immediately after the rejection. These two conditions are cumulative.

9.4. Accompanying persons (who have no access to an Event) must apply for a tourist visa.

9.5. ESHRE® invitation letters are only available after full payment.

9.6. In case of an Individual Registration, Participants can download their invitation letter through the online registration system of ESHRE®.

In case of a Group Registration, the Registrant shall request the invitation letter for the Participants by e-mail.

9.7. Every visa application for reason of participation to an ESHRE® Event, may obviously only be used for this purpose. ESHRE® will not tolerate or encourage whatsoever abuse of the visa.

ESHRE® invitation letters are issued exclusively for visa purposes and do not represent any financial or other commitment from ESHRE®.

#### **10. Certificates of attendance**

10.1. In case participation to an Event gives rise to the issue of a certificate of attendance, the Participant proves his/her presence by collecting in person the personalized admission badge. ESHRE® is not obliged to further verification of the attendance of the Participant.

10.2. After the Event, the certificates of attendance shall be made available for download on the ESHRE® website.

The Participant must download the certificate within a reasonable time after the Event. ESHRE® can in no case guarantee that a certificate of attendance shall still be available years after the Event and the issue of the certificate.

#### **11. Cancellation by Registrant – Refund policy**

11.1. All cancellations by the Registrant or Participant for Live Events, must be notified in writing (preferably by e-mail) to ESHRE®.

11.2. For Live Events, registration fees will be reimbursed after deduction of the administrative fee (as described below), provided that the cancellation reaches ESHRE® by the respective deadline for cancellation as outlined on the ESHRE® website and/or the form for Request of Registration. The applicable administrative fee per cancelled Participant (and thus not per cancelled Group Registration) shall be determined on the ESHRE® website and/or the form for Request of Registration.

11.3. After the deadline for cancellation of a Live Events, no refund is due.

ESHRE® is free to decide to refund the registration fee in case of cancellation after the deadline, provided the cancellation is based on justifiable reasons and the supporting documents are presented. ESHRE's® decision on this issue shall be final and may not be disputed.

11.4. Refunds are not granted for unattended Live Events ("no show") or early termination of attendance at an Event.

11.5. Fees for all Virtual (Online) Events shall not be refundable.

11.6. In no case whatsoever, ESHRE® shall be liable to any refund or compensation of whatsoever other costs (for example travel or accommodation costs, costs for the application of visa) or losses, apart from the registration fee.

11.7. Refunds will be paid after the end of the Live Event concerned.

#### **12. Change of Participant**

12.1. If a Participant – registered via Individual Registration – is unable to attend a Live Event, it is possible to change the Participant linked to the registration number, provided that the registration fee remains the same (for example: an ESHRE® member can only be replaced by an ESHRE® member).

12.2. In case of a Group Registration for a Live Event, the Registrant is continually entitled to change Participants and their registrations. Differences in Early and Late Fees shall be charged.

12.3. All name changes must be carried out on the basis of a written/electronic statement of the Participant being replaced, or – in case of Group Registration – of the Registrant.

#### **13. Modification of Event by ESHRE®**

13.1. ESHRE® reserves the right to (at its own discretion) make any necessary changes to the programme of a Live or Virtual Event, even at short notice.

13.2. In case of minor changes to the programme of a Virtual (Online) Event, there will be no refund of the applicable registration fees.

13.3. In case of minor changes to the programme of a Live Event, the ordinary cancellation procedure (according to article 12) for Live Events shall apply. There will be no (pro rata) refund of registration fees

in case the registration is not cancelled or is cancelled after the deadline for cancellation.

Minor changes include – for example, but not exclusively – changes in the order of the Live Event schedule (without changing the contents) or the replacement of invited speakers (without decreasing standards and level of speakers).

13.4. Major changes are changes which cannot be considered as minor changes, and include – for example, but not exclusively – fundamental changes to content of the Live or Virtual Event, changes to the date of a Live or Virtual Event or major changes to the venue of a Live Event (for example causing Participants to have to request for a rebooking of their accommodation or flight tickets). ESHRE's® decision on whether a change must be considered as either minor or major, shall be final and cannot be disputed.

If a major change is made to the Event, ESHRE® shall inform the Registrant and Participant(s) as soon as possible.

The Registrant or Participant shall have the choice to:

- i. Accept the change, without compensation;
- ii. Cancel the registration and book an alternative Live or Virtual Event (a balance may be due or refunded, depending on the registration fees of the Events);
- iii. Cancel the registration and claim full refund of the registration fee. ESHRE® shall in no event be liable to any refund or compensation of whatsoever other costs (for example travel or accommodation costs, costs for the application of visa) or losses.

The Registrant or Participant must confirm their decision (to cancel a registration in case there is a major change) within 15 calendar days from the date ESHRE® informed the Registrant or Participant of the major change.

#### **14. Cancellation of a Live or Virtual Event by ESHRE®**

14.1. In case of cancellation of a Live or Virtual Event, ESHRE® shall fully reimburse the registration fee. ESHRE® shall in no event be liable to any refund or compensation of whatsoever other costs (for example travel or accommodation costs, costs for the application of visa) or losses.

14.2. If an ESHRE® Live or Virtual Event cannot be held or is postponed due to a situation of force majeure or hardship according to article 19, ESHRE® shall not be liable to any reimbursement of registration fees or other costs or suffered losses.

#### **15. Withdrawal of Confirmation of Registration**

15.1. ESHRE® is entitled to withdraw a Confirmation of Registration at any time and without legal intervention:

- i. In case the Registrant or Participant fails to duly perform or comply with any of its obligations and fails to remedy within 30 calendar days after written notice thereof has been given by ESHRE®;
- ii. In the event that – between the moment of Request for Registration and start of the Live or Virtual (Online) Event – the Participant loses his status as doctor or allied professional (cf. article 3.1 ii);
- iii. In case of exceptional circumstances which make it impossible to continue any professional relation between ESHRE® and the Registrant or the Participant. Parties agree that the following circumstances should be considered as exceptional circumstances (non-limitative): The



Registrant or Participant circulates negative publicity about ESHRE®, non-compliance with ethical regulations and non-ethical behavior in general by the Registrant or Participant, force majeure or hardship.

15.2. In the event of withdrawal in accordance with article 15.1, the Confirmation of Registration will immediately and automatically be cancelled, without limit or compensation for the Registrant or Participant, without any refund or without any refund or compensation of whatsoever costs or losses, and notwithstanding the right of ESHRE® to compensation of the damages incurred following this cancellation.

#### **16. House rules**

16.1. Photographing, audio and film recording during Live Events will only be allowed upon prior written approval by ESHRE®.

16.2. The Registrant and Participants are not allowed to publicize, to distribute promotional materials - including gifts - or to maintain any promotional activities at Live Events, unless explicitly authorized by ESHRE®.

16.3. During a Live Event, all Participants shall follow the directions and instructions of ESHRE®'s members of staff without reservation or hesitation at all times. All Participants shall behave in an appropriate fashion that does not lead to possible damage, danger or annoyance to property or people present at the Event.

16.4. If, in ESHRE's® view, these house rules are not respected, ESHRE shall have the right to:

- i. Deny a Participant (further) access to the Live Event (fully or only for specific part of a Live Event, temporarily or permanently)
- ii. Blacklist a Participant and deny that Participant access to future Events;

both without any further obligations in respect of covering any expenses, compensation, refunds, or arranging return travel.

#### **17. Complaints**

17.1. The Registrant or Participant shall report complaints as soon as reasonably possible. If a complaint is properly reported during a Live or Virtual Event, ESHRE® shall discuss the situation and endeavor to deal with the complaint.

17.2. Each complaint must in any case be reported in writing or electronically, with full details of the complaint, within 15 calendar days after termination of the concerned Live or Virtual Event. In the absence of a timely complaint the Registrant/Participant shall irrevocably be deemed to have accepted the services.

#### **18. Liability**

18.1. ESHRE® shall carry out every Live or Virtual Event as advertised and described, and to the best of its ability.

18.2. ESHRE's® liability - regardless of the legal cause - is limited to cases of gross negligence and willful misconduct. The liability of ESHRE® extends to slight negligence only if and to the extent that an essential contract duty is breached.

ESHRE® accepts responsibility for actions of ESHRE® staff when carrying out their work during a Live or Virtual Event.

18.3. The Registrant and Participant agree that ESHRE® carries no responsibility with regard to:

- i. (The content of) information provided by the speakers during a Live or Virtual Event;
- ii. (The content of) any promotional/advertising material (in whatsoever manner) provided

during or in the framework of a Live or Virtual Event by exhibitors, sponsors or any other third party;

- iii. (The content of) press publications or related press material concerning an ESHRE® Live or Virtual Event, published by a third party;
- iv. The relationship between the Registrant or Participant with the official housing partners or other service providers, as referred to on the ESHRE® website(s).

18.4. The Registrant and Participant agree that ESHRE®, its agents or any of its personnel shall not be liable, in any way, for:

- i. Any damage caused directly or indirectly by an act of the Registrant, Participant or a third party, irrespective of whether they are caused by an error or negligence;
- ii. Any indirect or consequential damage that might occur following this contractual relationship (such as but not limited to loss of income or damage to third parties);
- iii. Damage, loss or destruction of any property of the Participant, including theft, or any injury to the Participant, either during or as a result of a Live Event or on the way to or from a Live Event;
- iv. Any damage arising from force majeure or hardship, in accordance with the provisions of article 19.

18.5. The Registrant and Participant shall be liable and shall hold harmless and/or indemnify ESHRE®, its personnel and any other third party for any damage of whatever nature - including direct, indirect or consequential damage, special or additional, physical and/or moral damage to property and/or immaterial damages - suffered by ESHRE®, its personnel and/or third parties present at a Live Event, which is caused by the Registrant or Participant, their personnel, collaborators and/or representatives, regardless of the question whether this damage has been caused by their own negligence, fault or carelessness or by any of their personnel, and without prejudice to any other rights and remedies.

This liability is, in any case, unlimited for personal injuries.

18.6. It is the Participant's responsibility to take on a personal health/injury and travel insurance.

#### **19. Force majeure & Hardship**

19.1. When ESHRE® is being confronted with a situation of force majeure or hardship, ESHRE® may decide to:

- i. Temporarily suspend the performance of its obligations;
- ii. Revise the rules and regulations, which are part of the legal framework that govern the relationship between ESHRE® and the Registrant/Participant, and to which reference is made in these terms and conditions; or
- iii. Terminate the agreement by simple written notification, without ESHRE® being liable for any damages.

19.2. Force majeure or hardship is considered to be: all circumstances (i) that are reasonably unforeseeable at the time the registration was confirmed, (ii) which are unavoidable, and (iii) that create the inability for the parties to carry out its obligations, or that would make the execution of its obligations significantly more difficult than normally anticipated, financially or otherwise, such as, for example, war, strikes, lock-out, diseases, shortage of personnel, organizational conditions, confiscation, political, social or economic boycott,

any restrictions imposed by governmental authorities, acts of terrorism, natural disasters, fire, bankruptcy or delays on the part of suppliers/service providers, failure by the Registrant or Participant to provide ESHRE® with the correct and complete information necessary for carrying out the registration in good time, etc.

#### **20. Intellectual Property**

20.1. All (training) materials - such as, for example, hand-outs or syllabi, whether in printed or electronic format - presented or handed over during or on the occasion of a Live or Virtual Event, shall retain the intellectual property of the authors. In no event, the materials shall be copied or distributed by or via the Registrant, Participant or any other person who is not entitled to do so by the author.

ESHRE® can in no case guarantee that training materials are still available years after the issuance.

20.2. The ESHRE® websites, the ESHRE® technical documents, the ESHRE® advertising and commercial documents, with the respective content, are the copyrighted property of ESHRE® and/or its subsidiaries or the copyrighted property of parties from whom ESHRE® has licensed such property. It is strictly prohibited to retain, copy, distribute, publish, or use any portion thereof without ESHRE's® written consent.

20.3. The Registrant or Participant shall have no right to use the ESHRE® trademarks and/or trade names, unless explicitly confirmed in writing.

#### **21. Netting**

In accordance with the stipulations of the Belgian Act on Financial Securities of 15 December 2004, ESHRE® and the Registrant, will automatically and legally set off and settle all mutually currently existing and future debts. In the ongoing relationship between ESHRE® and the Registrant, this means that only the balance of the largest debt will remain after the above-mentioned automatic offsetting. This offsetting of debt will in any case be opposable to the receiver and the other concurrent creditors, who will therefore not be able to oppose the offsetting implemented by the parties.

#### **22. Jurisdiction & Governing law**

22.1. Disputes shall fall under the exclusive competence of the courts of the district where ESHRE® has its registered office, unless ESHRE® expressly states otherwise.

22.2. Belgian law shall govern the contractual relationship between ESHRE® and the Registrant and Participant.

#### **23. Dates**

All references to a date or a deadline, mentioned in these terms and conditions and all other documents and correspondence concerning the (registration for the) Events, refer to the Central European Time Zone (CET).

#### **24. Language**

24.1. The original language of these terms and conditions is English.

24.2. Unless expressly agreed otherwise, the Registrant and Participant recognize that the language of these terms and conditions shall also be the working language in all contractual relations with ESHRE®.