

Attendee Space Terms of Use

I. General information

1. Before you subscribe to Attendee Space ("**ATS**" or "**Attendee Space**") you are obliged to familiarize yourself with and accept these Attendee Space Terms of Use ("**ATS Terms**"). If you do not agree with these ATS Terms, please do not use the Attendee Space.
2. Upon accepting these ATS Terms you agree that we will provide you access to the Attendee Space in exchange for your Marketing Consents (as defined below). By subscribing to, accessing, or otherwise using the ATS to attend or participate in Events, you are concluding an agreement ("**Agreement**") with ClickMeeting under the terms and conditions stated in this document. In matters not regulated in these ATS Terms the provisions of General Terms: <https://legal.clickmeeting.com/terms-of-service/general-terms-of-service/> shall apply (including, without limitations, its provisions regarding third-party services, definitions not specified herein, feedbacks, prohibited practice, service availability)
3. Whenever used in these ATS Terms, the following defined terms shall apply:
 - a. "**ClickMeeting**" or "**we**" means the service provider – ClickMeeting Sp. z o.o., having its registered office in Gdansk (zip code: 80-309), al. Grunwaldzka 413, Poland, entered in the National Court Register kept by the District Court Gdansk North in Gdansk under the number (KRS) 0000604194, Tax ID number 5842747535; website: clickmeeting.com
 - b. "**ATS User**" or "**you**" means any user who registers for, creates or otherwise uses the Profile within the Attendee Space in order to attend or participate in Events;
 - c. "**Marketing Consent**" means your consent granted at the time of accepting ATS Terms that ClickMeeting (i) will send on its own behalf and on behalf of ClickMeeting Platform Events Hosts commercial information to your email address and will present it in the interface of the Attendee Space; and (ii) will process your personal data and data on the use of ClickMeeting services for the purpose described in (i).
 - d. "**Event**" means any online Meeting, Webinar or Webcast organized using our ClickMeeting Platform; the equivalent term in General Terms is "Conference";
 - e. "**Attendee**" means any natural person who participates in the Event, excluding the Presenter or Host;
 - f. "**Host**" means a person who sets up an Event - usually the Client themselves or a person authorized by them;
 - g. "**Presenter**" means a person with additional permissions who runs the Event jointly with or on behalf of the Host;
 - h. "**Content**" means any information, messages, data, video, media, recordings, files, graphics, external links and similar materials that are posted, uploaded, shared and/or streamed during the Event and which might be rendered available on the ATS;
 - i. "**Attendee Space**" or "**ATS**" means an online service that allows you and other Attendees to attend Events organized on ClickMeeting Platform, as well as manage Content related to those Events and for Event Host and Presenters to interact with Attendees through the ATS. The Attendee Space is currently in beta version. It is not available in all countries and ClickMeeting reserves the right to restrict access based on region.

- j. “**Profile**” an individual account created in the Attendee Space which is provided to the ATS User free of charge on condition that the ATS User grants and does not withdraw their Marketing Consent;
- k. “**General Terms**” means General Terms of ClickMeeting Service available on <https://legal.clickmeeting.com/terms-of-service/general-terms-of-service/>;
- l. “**Force Majeure**” shall be deemed as an exceptional occurrence, caused by an external factor which cannot be foreseen and which could not be prevented. Force Majeure occurrences include in particular: war, natural disasters, strikes, breakdowns, distributed denial of service (DDoS) attacks or other disruptions in telecommunication networks or data communication infrastructure, emergency government action and administrative measures, change of the applicable law, or activities of entities that affect the provision of the ATS and whose activity is independent of ClickMeeting.

II. Registration and Use of the Attendee Space

1. In order to use the Attendee Space a Profile must be created. ClickMeeting grants access to the ATS promptly after Profile is set up and ClickMeeting performs the technical steps necessary to make the ATS available.
2. On registration to the ATS you agree:
 - a. to provide, maintain, and promptly update your personal details so that they are as current, complete, and accurate as possible;
 - b. to comply with these ATS Terms, General Terms as well as the GDPR Information Clause for ATS Users: attendee.clickmeeting.com/en/privacy-security.pdf;
 - c. to comply with all laws applicable to you, including local laws and laws related to the use of electronic means of communication, protection of personal data;
 - d. to receive commercial information about products and services offered by ClickMeeting or of ClickMeeting Platform Events Hosts in return for your right to use the ATS free of charge;
3. We reserve the right to refuse to provide the ATS if it is justified by security reasons or our legitimate interest, as well as in the case of the ATS User's failure to meet the conditions specified in these ATS Terms.
4. The Attendee Space is currently in beta version which means it is offered prior to its general release (“**beta version**”). ClickMeeting also reserves the right to offer access to new features, services and/or software in beta version. If you decide to use the beta version, you agree that:
 - a. the beta version may contain bugs, errors and other defects, and the use of the beta version is at your sole risk;
 - b. the beta version is available only for a limited time and to a limited extent and may be deactivated or modified at any time at ClickMeeting's sole discretion;
 - c. ClickMeeting does not warrant that any feature, service or software made available as a beta version will be included in the ATS, and ClickMeeting may resign from further development of any beta version at any time at its sole discretion;
 - d. you are solely responsible for the consequences of using the beta version. Please remember that once ClickMeeting deactivates the beta version, certain processes that took place with respect to the ATS, collected data and other information may be irrecoverable, and ClickMeeting will bear no responsibility for consequences resulting therefrom;



- e. at the end of the testing period, the feature, service or software may be available subject to a separate fee (e.g. as a paid add-on) or as a component of particular pricing options only.
5. ATS evolves constantly. We may, at our sole discretion, change, modify, vary, or replace features and functionalities of the ATS provided that this does not have a material adverse effect on the ATS. We also retain the right to create limits on use and storage at our sole discretion at any time.

III. Use of the ClickMeeting Platform

1. Event Hosts are solely responsible for their Events and related data and services. This includes, but is not limited to, providing complete and accurate information related to the Event and rules of participation, customer service, Content provided in connection with the Event, contractual relationship established before, during or after the Event, especially sale of ticket to the Events. Any personal data you share with Hosts, including your image when attending recorded Events, is subject to their privacy policy You acknowledge and agree that ClickMeeting is not obliged to handle or mediate any disputes between you and Host or any other Attendee or Presenter.
2. Hosts may offer and sale tickets to Events, including free tickets. If you choose to purchase such a ticket, upon receiving a purchase confirmation email, you will be entering into a contract directly with the Host. ClickMeeting is not and does not become a party to such contracts, and ClickMeeting is not acting as an agent for either the Host or you. Each Event ticket is a unique link that provides access to an Event for one Attendee (“**Access Link**”). You may obtain tickets on behalf of others and share the Access Links with them. You are solely responsible for sharing or not sharing any such Access Links and for the lawfulness of such sharing. You also acknowledge that neither ClickMeeting nor the Event Host shall be liable for the use of an Access Link that you have shared.
3. ClickMeeting on no stage of organizing and conducting Events is processing payments for such Events; neither on behalf of the Host or you. Payments are processed and executed by the payment service provider chosen at the time of scheduling the Event. Your use of a payment processor will be subject to additional terms and conditions between you and the payment processor, which may include transaction fees. ClickMeeting is not responsible or liable for a payment processor’s performance or any actions taken by a payment processor, which may include, among others, declining your transaction, holding your funds, or requesting additional information from you. Any issues regarding managing payment lay on the side of the Host and the payment service provider. ClickMeeting does not take any responsibility for charged or executed payments, and especially does not process refunds for Attendees, and does not process the reported claims in this area. Applicable cancellation and refund policies are set by the Event Host and payment services providers.

IV. Prohibited Practices

You are not allowed to use the ATS or ClickMeeting Platform while attending the Event in a manner that, intentionally or unintentionally, violates any applicable law, these ATS Terms, General Terms, any copyrights or any other third party rights, restricts or inhibits any other person from using the ATS or ClickMeeting Platform, or could expose ClickMeeting to harm or



liability. Examples of prohibited activities are presented in more detail in section II of the General Terms: <https://legal.clickmeeting.com/terms-of-service/general-terms-of-service/#12>.

V. Content

1. You are solely responsible for all activity with respect to your Profile. Your responsibility extends to any links to other websites or resources or other third-party services that you use.
2. We do not verify, endorse, or claim ownership of any Content, and Content owners retain all rights, titles, and interest in respect of their Content, with the exception of the materials which you take from our resources. Content owners may choose to delete or restrict access to the Content rendered available to you through ATS at any time and at their own discretion. ClickMeeting is not responsible for rendering the Content available to you throughout the entire time of your use of the ATS.
3. The Attendee Space may contain links to third-party websites or resources (“**Third-Party Services**”). Such Third-Party Services may be subject to different terms and conditions and privacy practices. ClickMeeting is not responsible or liable for the availability or accuracy of such Third-Party Services, the content, products, or services available from such Third-Party Services. Links to such Third-Party Services are not an endorsement by ClickMeeting of such Third-Party Services and use of such Third-Party Services is at your own risk.
4. In the event that ClickMeeting becomes aware, of any possible violations of these ATS Terms, or provisions of applicable law, ClickMeeting reserves the right to investigate such violations and may, at its sole discretion, immediately and without notice, suspend your access to the Profile, participation in the Events, terminate your Profile, or block, change, alter, or remove Content, in whole or in part. In this case ClickMeeting shall not be liable for any damage incurred by you.

VI. Technical Requirements

Use of the Attendee Space and ClickMeeting Platform requires one or more compatible devices, Internet access, and software, and may require obtaining updates or upgrades from time to time. Minimum hardware and software requirements for the use of the ATS and ClickMeeting Platform are specified in the Help Center section: <https://knowledge.clickmeeting.com/knowledge-base/first-steps/about-clickmeeting/#what-are-the-hardware-and-software-requirements-to-host-events-on-clickmeeting>. Such requirements may be subject to change each time ClickMeeting decides that they are out of date, or do not meet the latest security or market standards, or decides to introduce new technologies within its services.

VII. Customer Service

1. You may address all questions or doubts and report any complaints to the Customer Success Team via email: ats@clickmeeting.com. You should provide us at least with the Profile name and/or your name.
2. We ensure that the Customer Success Team responds within 2 business days and informs you on the status of your case. As regards complaints the 2-day period may be extended to a maximum of 14 days in case the complaint requires a longer time to be considered, especially if the complaint contains deficiencies. We will inform you about the extension of

the complaint recognition period, indicating the period by which the complaint processing will be extended and the reason for the extension. In the event that the submitted complaint contains deficiencies that make it impossible to consider it we will ask you to complete the deficiencies of the complaint, specifying a deadline, not shorter than 7 days and the scope of this supplementation, with the instruction that failure to complete the complaint within the specified period will result in leaving the complaint unprocessed.

3. For requests regarding data protection and information security we reserve the right to respond within 30 days of receiving such request. If we are unable to respond within 30 days, ClickMeeting will inform you of a possible estimated response time.
4. We do not take any action in relation to "anonymous" requests.

VIII. Data Protection

1. Detailed information regarding personal data protection is specified in the GDPR Information Clause for ATS Users: attendee.clickmeeting.com/en/privacy-security.pdf, which forms an integral part of these ATS Terms.
2. You may withdraw your Marketing Consents or object to the processing of your personal data for marketing purposes at any time by sending a request to the address: ats@clickmeeting.com. You will not be able to use the Profile free of charge and this will result in your Profile being canceled (we will inform you in detail about this consequence before confirming your final decision).

IX. Disclaimer of Warranties, Limitation of Liability

1. THE ATS IS DISTRIBUTED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. IN PARTICULAR, CLICKMEETING DISCLAIMS ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE (OTHER THAN RESULTING FROM THE DEFINITION OF THE ATS ITSELF), OR THAT THE ATS WILL BE UNINTERRUPTED, TIMELY, OR ERROR FREE. CLICKMEETING ASSUMES NO RESPONSIBILITY FOR THE DELETION OF OR FAILURE TO STORE OR DELIVER THE CONTENT.
2. ClickMeeting exercises no control over and specifically denies any responsibility for the Content, accuracy, or quality of the Content and other information and/or data passing through its network, the ATS and the ClickMeeting Platform, as well as for any messages received or transactions entered into through the ATS or ClickMeeting Platform.
3. To the greatest extent permitted by law neither ClickMeeting nor its agents, employees, directors, officers, or suppliers shall be liable for any indirect, special, incidental, or consequential loss or damage (even if ClickMeeting has been advised of the possibility of such a loss) or for loss of business revenue, loss of profits, loss of data, damage to reputation, pure financial loss or other commercial or economic loss or for any claim against the User by any third party resulting from or arising in any connection with the use, misuse, or inability to use the ATS.
4. ClickMeeting's total liability, regardless of the number and legal basis of the ATS User's or third party's claims, shall be limited to the equivalent of twelve times the monthly net price of the cheapest type of paid ClickMeeting Platform Account offered by ClickMeeting on the date such ATS User creates a Profile. ATS User hereby releases ClickMeeting from any liability exceeding the limits provided for in this Chapter.
5. The limitations, exclusions, and disclaimers in these ATS Terms shall apply irrespective of the nature of the cause of action, demand, or claim by the ATS User or a third party,



including, without limitation, breach of contract, negligence, tort, strict liability, or any other legal theory and shall survive a fundamental breach of these ATS Terms.

6. ClickMeeting is not liable for damages resulting from:
 - a. any delay or failure in performance due to Force Majeure;
 - b. actions and omissions of third parties (including ATS Users), especially in connection with the use of the Profile by the third parties taking the advantage of login details obtained from the ATS User or in other circumstances beyond ClickMeeting's reasonable control;
 - c. failure of external conditions and networks which are necessary for using the ATS and are beyond ClickMeeting's reasonable control;
 - d. incorrect or false data provided by the User during the registration process.
 - e. breach of these ATS Terms by the ATS User.
7. The ATS User agrees unconditionally to indemnify and hold harmless ClickMeeting and its officers, directors, employees, and agents from and against all claims, proceedings, liabilities, actions, damages, and costs (including reasonable attorney fees) arising from or related to (i) their misuse of the ATS or by other persons for whom they are responsible, (ii) their violation of these ATS Terms or applicable laws, or by a person accessing the Profile.

X. Termination

1. You will have access to the ATS until your Profile is terminated by either Party in accordance with these ATS Terms.
2. You may terminate your Profile and cease ATS use at any time with immediate effect. The cancellation process is completed once the User receives a relevant email confirmation.
3. Your Profile will also be terminated in situations described in section 2 Clause VIII Data protection.
4. Upon Profile termination you lose access to the Profile and all the Content and data stored within the Profile. You are entitled to resume the Profile (together with all Event data and the Content) within a period of 30 days from the date on which the Profile was closed. You must contact the Customer Success Team to resume the Profile. If you do not resume the Profile during the 30-day period, the Profile and all data stored within the Profile will be permanently deleted.
5. We reserve the right to terminate or suspend your Profile with immediate effect and to refuse any and all current or future use of the ATS in the event that we are ordered to do so by any court or other public authority or if you violate obligations resulting from these ATS Terms or General Terms.
6. We reserve the right to terminate your Profile with one month termination notice.
7. We reserve the right to terminate your Profile, should you not log into or otherwise use the Profile for at least 12 months. We will inform you of the upcoming closure date via email.

XI. Final Provisions

1. Should any provision of these ATS Terms be contrary to the applicable consumer protection laws, such a provision shall not apply to ATS Users who are consumers as defined by the applicable law.
2. In the event of any discrepancy or conflict between these ATS Terms and any other terms (including General Terms) or agreements between you and ClickMeeting, these Terms shall apply with respect to your participation in Events. However, if you have any

agreement with ClickMeeting regarding hosting or creating Events on ClickMeeting Platform that conflicts with these ATS Terms, that agreement (and not these ATS Terms) will prevail.

3. If any provision of these ATS Terms is held invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
4. ClickMeeting reserves the right to change these ATS Terms at any time by posting the revised document on the ClickMeeting website and/or within the ATS. We will also provide you with notice of the proposed changes by email or through the ATS at least thirty (30) days before the date they become effective. If you disagree with the revised ATS Terms, you may terminate the Profile. The revised ATS Terms shall be effective immediately with respect to any continued or new use of the ATS.
5. We may assign our rights and delegate our obligations in whole or in part to an affiliate or subcontractor without your consent. Other than the above, neither party may assign or delegate contractual relation resulting from these ATS Terms without the other party's prior consent.
6. These ATS Terms shall be interpreted in accordance with, and governed by, the laws of the Republic of Poland, excluding any such laws that might direct the application of the laws of another jurisdiction. The Polish court (with the venue of ClickMeeting' registered office) shall be the governing jurisdiction. If you are a consumer, you may bring any dispute which may arise under these ATS Terms to the competent court of the Republic of Poland or to the competent court of your country of habitual residence, so long as this country is within an EU Member State. If you are a consumer who is resident in the European Union please kindly be informed that under the following link to the European Commission website with information on alternative online dispute resolution between EU consumers and entrepreneurs: <http://ec.europa.eu/consumers/odr/>. ClickMeeting does not use alternative dispute resolution methods (out-of-court methods of dealing with complaints and pursuing claims) and does not undertake to use such methods, unless it ordered so under the mandatory provisions of law.
7. The content of these ATS Terms may be saved by printing, saving on a carrier or downloading at any time from the Attendee Space website (default address of the most current version: attendee.clickmeeting.com/en/terms-of-service.pdf).

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