



STANDARD TERMS AND CONDITIONS FOR EXCHANGES

November 2021

The description Exchange as used in this document is deemed to refer to any of the programmes, events, schedules or Virtual Workshops run by MediaXChange Limited (“MediaXchange”) including but not limited to those which may be listed and described on our website or in one of our brochures or in our individual written agreement with you or your company.

In submitting the registration form, signing an individual agreement and by attending an Exchange, you (“the Participant”) agree to accept these Terms and Conditions.

The headings in these Terms and Conditions are for convenience only and will not affect their interpretation. Words signifying the singular will include the plural and vice versa.

Exchange Date and Venue:

For US venues, you will be expected to arrive one day prior to the start date of the Exchange as listed on the brochure, in order to attend a Welcome and Industry Overview briefing which is usually held on the start date. US Exchanges will usually conclude at lunchtime on the final day listed for the schedule. Please check your brochure.

For venues in the UK, please check your brochure to time your arrival in order to attend the Welcome and Industry Overview briefing. Your departure should be scheduled to be in line with the expected time of the final meeting.

For Exchanges held in other locations or in more than one city, or if we are designing an individual schedule for you, please refer to the dates in the brochure or individual written agreement with you or your company.

For Virtual Workshops or for Exchanges where some or all sessions may be delivered virtually, via an online service, you will be provided with the appropriate log in links, unique passwords and details of how to access the online service MediaXchange will be using for delivery.

If any clarification is needed, please contact the MediaXchange London office – London@mediaXchange.com

Visas: Participants are responsible for their own travel visa requirements.

Fees: The total fee for the Exchange is listed on the brochure and registration form or in the individual written agreement with you or your company. Also detailed will be the required terms of payment and whether a deposit is required. If you are taking advantage of one of our occasional ‘early bird’ or limited time, special offers, then you will need to pay in line with the offer conditions.

The Fee includes MediaXchange’s design, management and delivery of the Exchange including the attendance of a member/s of the MediaXchange team. Please refer to your brochure or individual agreement which will confirm the specifics of whether hotel accommodation and ground transportation between Exchange schedule meetings will be included.

Payment Terms:

Once you have submitted your registration form you will receive an invoice. Payment of a Deposit or the full Fee must be made at the time of registration to enable MediaXchange to work on and deliver the Exchange on the agreed terms. Payment by direct bank wire transfer is preferred. If this is not possible please contact london@mediaXchange.com

If the Exchange details include an option for a deposit, then payment of the deposit to secure your place can be made up to the date which is 12 calendar weeks prior to the start date of an Exchange. Deposit payments made by credit card will incur an unavoidable, additional 5% extra service charge to cover the cost of the credit card transaction.

Participants must be fully paid by the date 12 calendar weeks before the start date of an Exchange. If Participants register within the 12 calendar weeks before the start date, then the Exchange Fee must be paid in full on receipt of invoice.

If full payment (or proof of wire transfer) is not received 12 calendar weeks prior to the start of the Exchange, then you will be notified that payment must be made immediately in order to avoid cancellation of your participation in the Exchange.

In the case of an individual written agreement with you or your company, please refer to the payment terms which will be detailed on your invoice.

Late Payment: Under the late payment commercial debts (Interest) Act 1998, we are entitled to charge interest on late payments at a rate of equivalent to 8% above the Bank of England base rate from the date our terms elapse.

VAT: MediaXchange supplies media, management and marketing consultancy services, bespoke MediaXchange Events or Exchanges that take place in the UK and in other countries. MediaXchange is a VAT registered company and therefore subject to the laws and regulations applying to the charging of UK VAT. The place of supply and the nature of our client will determine whether or not VAT will be charged. Please include your VAT number in the space provided on the registration form if you are a member of the EU. Our invoice will confirm details of any VAT due.

Participant Responsibilities

Costs to be considered beyond the fee for the Exchange, and therefore the responsibility of the Participant, include but are not limited to the following:

- i. **Travel:** flights/transport to the host city of the Participant’s Exchange, transfer flights/transport between host cities if the schedule includes more than one city and transfers between airport/station/s and the hotel/location of their programme.
- ii. **General expenses** including meals, hotel charges such as phone calls, wi-fi, personal car parking, laundry and other personal incidentals.

Insurance: The Participant will make their own arrangements for travel and health insurance, which should protect against loss of property, cancellation, personal injury and medical emergency.

Technical Requirements for a Virtual Workshop or Exchange session/s which may be delivered online: It will be the responsibility of the Participant to ensure they meet the requirements for a stable connection to such third party video conferencing and webinar delivery service or device as MediaXchange will advise is to be used. This includes, but is not limited to appropriate hardware, software, network connection and bandwidth. More details will be provided in the brochure and preparation requirements for the Virtual Workshop or session/s to be delivered online.

Confidentiality/Liability

You agree to keep confidential any Exchange materials, and any story, show concepts and finance materials or information supplied by third parties which you may be given access to or which may be shared or discussed during the Exchange. You agree not to release such information or materials without the prior written approval of the relevant owner and MediaXchange.

Any workbooks, viewing materials or links and preparatory materials which may be supplied are for the purposes of your own educational and informational use.

Access to a Virtual Workshop or any Exchange session/s to be delivered online will be on a streaming-only basis which is intended solely for the purpose of your own personal and professional, educational and non-commercial use. You agree not to record, use, upload or otherwise share or distribute all or any part of this content for any public or otherwise shared performance or commercial gain.

Information and/or material/s you may provide or disclose to MediaXchange or to other third parties during your Exchange will be considered as being released at your discretion and therefore with your consent. You will not hold MediaXchange liable for the actions of any third parties regarding such released information and/or material/s.

Cancellation

If a cancellation is related to a medical emergency or condition, an appropriate formal confirmation, i.e. doctor’s letter, will be required.

If you cancel WITHIN the 12 calendar weeks period prior to the start date of the Exchange, the full fee will be forfeited unless the alternatives provided for below are agreed to by MediaXchange:

- i) If a replacement for the same Exchange acceptable to MediaXchange, can be provided by you, the fee will be deemed to cover your replacement. An additional charge of 10% of the fee to cover the extra administration costs will be invoiced to you.
- ii) In the exceptional event that MediaXchange agrees either to defer your place to an Exchange taking place in the same year, or for a replacement acceptable to MediaXchange taking your place in an Exchange in the same year, an additional charge of 20% of the fee to cover the extra administration costs will be invoiced to you.

If you cancel BEFORE the 12 calendar weeks period above, MediaXchange will retain the deposit, or other fees as may be detailed in any individual written agreement with you or your company, to cover administration costs.

Promotion, Recording Release, Use of Your Name and Image

For the purposes of any publicising or recording of the Exchange and to cover any interview releases, social media interaction/posting and international marketing of our Exchanges which MediaXchange may arrange or produce, or authorise third



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parties to produce, you hereby authorise MediaXchange, at its sole discretion and without further reference to you, for the use of your name and company, your voice, image and recording of your participation in the Exchange. You confirm that no remuneration will be due on such usage which may take place prior to, during or after the Exchange.

Data Protection

All personal information that MediaXchange may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and the Participants rights under the GDPR.

For complete details of MediaXchange's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Participant's rights and how to exercise them, and personal data sharing (where applicable), please refer to MediaXchange's Data Protection Policy for Data Subjects, which is available upon request from MediaXchange's Data Protection Officer.

Disclaimer

As organizer of the Exchange, MediaXchange Ltd. reserves the right to change the dates, content of the Exchange and any of the speakers as circumstances dictate.

Disclaimer re Covid19

We do not currently envisage the status of Covid 19 impacting the dates of 2022 Exchanges. However, travel, accommodation and in person meetings will be subject to the Covid19 vaccination regulations and requirements in force at the time of each schedule. This is likely to include providing vaccination certificates, wearing masks and may involve changes to meeting locations. Please be sure to review local and international COVID information and guidelines, as well as visa requirements, before you travel.

MediaXchange, its team members and all Participants must comply with the prevailing requirements, company practices and advice in order to attend an Exchange and to cooperate in keeping each other, and our speakers and meeting hosts, safe.

Force Majeure

MediaXchange will not be liable for any failure or delay in performing any obligations under these Terms and Conditions, where the failure or delay is due to a cause beyond the MediaXchange's reasonable control ("Force Majeure"). In that case, the failure or delay will not be a failure or delay contrary to these Terms and Conditions.

Indemnity

The Participant agrees to indemnify MediaXchange against all claims, costs, proceedings, demands, losses, damages, expenses, including legal costs or liability whatsoever arising directly as a result of any breach, by the Participant, of these Terms and Conditions.

Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

Law and Jurisdiction

These Terms and Conditions and the relationship between the Participant and MediaXchange (whether contractual or otherwise) shall be governed by, and construed in accordance with English Law.

Any dispute, controversy, proceedings or claim between the parties relating to these Terms and Conditions (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, and Wales.

General

These Terms and Conditions constitute the entire agreement between the Participant and MediaXchange.