

GENERAL TERMS AND CONDITIONS FOR CONFERENCES AND WORKSHOPS

1. SCOPE, DEFINITIONS, REGISTRATION FOR THE EVENT

1.1 These General Terms and Conditions („GTC“) apply to all contracts for participation in conferences and workshops („Events“) concluded between the Conscious Studio _____ („we“ or „CS“) and the „Participant“. Deviating or supplementary general terms and conditions of the Participant shall not apply, even if we do not expressly object to their application.

1.2 Participants may be Doctors or Consumers or Professors or Entrepreneurs. Some provisions of these GTC only apply to Doctors, others only to Consumers.

1.3 The registration for participation in the Event is made via the data form provided on our website (https://www._____) or any similar standardized web page, which is recognizable as application page for a this event.

1.4 To register for an Event, the Participant may select the preferred Event through clicking the respective button („register now“) without initial obligation. Subsequently an input form opens in which the Participant can enter his or her data. Mandatory data entries are marked accordingly (*). Data is transmitted encrypted. The registration process is completed when the Participant clicks the respective button („submit“). The registration process can be cancelled any given time before clicking the respective „submit“ button by closing the input form.

1.5 Contractual language is English. We do not save the contract.

1.6 Registration is confirmed by dispatch of the invoice and, in case of an by confirmation of registration. With receipt of the invoice or confirmation of registration, the Event participation contract is concluded.

2. SUBJECT OF THE CONTRACT, CHANGES TO THE EVENT

2.1 Participation in the Event is only possible if payment has been received no later than three (3) days prior to the opening of the Event. On-site registrations are not possible.

2.2 Program changes, in particular changes in the schedule of Events, do not entitle the Participant to revoke the contract.

2.3 We are entitled to cancel the Event at any time for good cause (e.g. in cases of force majeure, too few Participants, etc.). In such a case, the Participant will be informed immediately of the Cancellation and the participation fee will be refunded, after calculating remainder costs. Further claims of the Participant, in particular for damages, are excluded in this context.

3. PRICES AND PAYMENTS, DEFAULT OF PAYMENT, RIGHT TO SET-OFF

3.1 The participation fee applies per person and per Event date and is exclusive of statutory taxes. The services included can be found on our website. Further services are not included in the participation fee.

3.2 Payments shall be made via advance payment by invoice only. Unless otherwise agreed, or unless the invoice itself does not specify a term of payment, the participation fee will be due prior to the following the date of invoice without any deduction.

3.3 In the Event of default in payment, we may demand the statutory default interest rate. We reserve the right to claim higher default damages.

3.4 If the Participant is in default of payment, we can use a debt collection agency to collect our open claims after unsuccessful warnings. The collection costs shall be borne by the Participant.

3.5 The set-off against a claim is only permitted if the respective counterclaim has been confirmed by final decision of a competent court and/or is not disputed by us.

3.6 Payment Deadline: Registration fees are required to be paid in full at the time of registration. This ensures that participants secure their spot at the conference or workshop. The deadline for payment will be clearly communicated to participants, typically alongside the registration opening date. **Accepted Payment Methods:** Participants will have several options for making payments. Commonly accepted methods may include:

a. **Credit/debit card payments:** Participants can make secure online payments using major credit or debit cards such as Visa, Mastercard, American Express, etc.

b. **Bank transfers:** Instructions for making payments via bank transfer, including account details and any required reference information, will be provided.

3.7 Invoicing: Upon request, participants can receive an invoice for their registration fees. The invoice will include relevant details such as the participant's name, registration ID (if applicable), the total amount due, payment instructions, and any other relevant information required for accounting purposes. Invoices may be issued electronically via email or provided in a printable format on the event website.

3.8 Payment Confirmation: Once payment is received and processed, participants will typically receive a confirmation email or notification indicating that their registration is complete. This confirmation serves as proof of payment and confirms their attendance at the conference or workshop.

4. Confidentiality and Non-Disclosure Clauses:

4.1 "Confidential Information" shall mean any proprietary, sensitive, or non-public information disclosed by Conscious Studio or its affiliates to participants during the conference or workshop, including, but not limited to, trade secrets, intellectual property, business strategies, financial information, and any information marked or identified as confidential.

4.2 Participant Obligations: Participants agree to maintain the confidentiality of all Confidential Information disclosed during the event and shall not disclose, share, or use such information for any purpose other than as expressly permitted by Conscious Studio.

4.3 Non-Disclosure Agreement (NDA): Participants acknowledge and agree to be bound by the terms of any non-disclosure agreement (NDA) presented by Conscious Studio, either upon registration or entry to the event venue, which shall govern their obligations regarding the protection of Confidential Information.

4.4 Prohibited Activities: Participants are strictly prohibited from recording, reproducing, or distributing any presentations, materials, or discussions without the prior written consent of Conscious Studio or the relevant parties.

4.5 Consequences of Breach: In the event of any breach of the confidentiality obligations outlined herein or in any Non-Disclosure Agreement (NDA) entered into by the parties, Conscious Studio reserves the right to take swift and decisive action to protect its interests. Such actions may include immediate expulsion of the participant from the conference or workshop without refund, pursuit of legal remedies including monetary damages and injunctive relief, and indemnification of Conscious Studio for any losses incurred. Conscious Studio shall provide written notice to the participant of any alleged breach, affording the participant an opportunity to respond before any disciplinary or legal action is taken. The failure of Conscious Studio to enforce any provision of these terms or to take action in response to a breach shall not constitute a waiver of its rights to enforce such provision or take action in the future. If any provision of this clause or these terms is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

4.6 Security Measures: Conscious Studio shall implement reasonable security measures to protect Confidential Information, including, but not limited to, access controls, encryption, and monitoring of compliance with these confidentiality provisions.

4.7 Reporting Breaches: Participants shall promptly report any suspected breaches of confidentiality to Conscious Studio, and both parties shall cooperate in investigating and addressing such breaches in accordance with applicable laws and regulations.

5 LIABILITY

5.1 The presentations will be held by carefully selected and qualified speakers. However, we do not guarantee the accuracy, currency or completeness of the information presented by the speakers.

5.2 We shall be liable in accordance with the statutory provisions in the Event of intent, gross negligence, culpable injury to life, body or health, assumption of a guarantee

5.3 We shall also be liable in the Event of a simply negligent breach of material contractual obligations, e.g. obligations the fulfilment of which is essential to the proper performance of the contract and the observance of which the Participant regularly trusts and may trust. In this case, however, our liability is limited to the total amount of the respective participation fee. Any further liability is excluded.

5.4 The above provisions shall also apply if damage is caused by our bodies, legal representatives, employees or other vicarious agents.

5.5 In the event of a delay or non-performance of services, which are our obligation under this contract, we shall also not be liable if this delay or non-performance was caused by events which we could not otherwise have influenced with reasonable effort.

This applies in particular in cases of force majeure (e.g. war, public measures as well as operational disruptions not caused by our fault, e.g. pandemics) and other events or circumstances which are beyond our control and which we cannot prevent with reasonable care. We will immediately inform the Participant of the existence of such an event and take appropriate measures to keep the period of the event and its effects as limited as possible.

6. COPYRIGHTS:

6.1 Protection of Documents: Conscious Studio emphasizes that all documents distributed to participants during the Event are safeguarded by copyright law. This protection extends to all materials provided by Conscious Studio or the event speakers. Participants are hereby notified that intellectual property rights, copyright notices, and any other protective measures embedded within these documents must remain intact and respected at all times. Removal or violation of these notices in any manner is strictly prohibited.

6.2 Use of Materials: Participants are explicitly prohibited from engaging in the reproduction, transmission, or any other form of use of the materials provided during the Event without obtaining prior express written consent from Conscious Studio. This restriction applies even to the use of extracts from the materials. Any unauthorized utilization of the provided materials is strictly forbidden and may lead to legal consequences.

6.3 Enforcement: Conscious Studio reserves the right to take decisive action in the event of any violation of clauses 6.1 and 6.2. Violations of these provisions constitute a breach of law and are subject to enforcement measures. Conscious Studio retains the right to pursue both civil and criminal prosecution against individuals or entities found to be in contravention of these copyright provisions. These measures underscore Conscious Studio's commitment to protecting its intellectual property rights and ensuring compliance with copyright laws.

7. INTELLECTUAL PROPERTY CLAUSES:

7.1 Ownership of Intellectual Property:

All intellectual property rights associated with presentations, materials, and content provided at the conference/workshop are acknowledged to be owned by the respective speakers and/or organizers, including but not limited to copyrights, trademarks, and patents.

7.2 Restrictions on Use:

Participants are expressly prohibited from engaging in any unauthorized recording, reproduction, or distribution of presentations or materials provided at the conference/workshop, whether in digital or physical format, without prior written consent.

7.3 Consent Requirement:

Any use of presentations, materials, or content beyond personal viewing or participation in the conference/workshop necessitates explicit written consent from the respective speakers and/or organizers. Participants must obtain permission before recording, reproducing, or distributing any such materials.

7.4 Enforcement Measures:

Conscious Studio reserves the right to enforce its intellectual property rights and to pursue legal action in the event of unauthorized use or infringement. Remedies may include seeking damages, injunctive relief, or other appropriate remedies under applicable laws.

7.5 Educational Use Exception:

Participants may use presentations, materials, or content for educational purposes within the bounds of fair use, provided proper attribution is given to the speakers and/or organizers. However, commercial use, modification, or distribution without authorization remains strictly prohibited.

7.6 Obligation to Protect:

Participants are obligated to take reasonable measures to safeguard the intellectual property rights of speakers and organizers, refraining from facilitating or condoning any unauthorized use or infringement by third parties.

8. FORCE MAJEURE:

8.1 Force majeure refers to unforeseeable circumstances or events beyond the reasonable control of the organizers, including but not limited to natural disasters (such as earthquakes, floods, or hurricanes), acts of terrorism, civil unrest, strikes, labor disputes, governmental actions, or any other events that make it impossible or impracticable for the organizers to fulfill their obligations under these terms and conditions.

8.2 Exemption from Liability:

The organizers shall not be held liable for any failure or delay in the performance of their obligations under these terms and conditions resulting from force majeure events. Such events may include, but are not limited to, disruptions to travel, venue closures, or restrictions imposed by governmental authorities.

8.3 Notice Requirement:

In the event of a force majeure event that affects the performance of the conference or workshop, the organizers shall provide prompt notice to participants, outlining the impact of the event on the event's proceedings, as well as any measures being taken to mitigate disruptions.

9. GOVERNING LAW AND JURISDICTION:

9.1 Applicable Law:

These terms and conditions shall be governed by and construed in accordance with the laws of Telangana state, India. Any disputes arising out of or relating to these terms and conditions, including but not limited to their validity, interpretation, or enforcement, shall be governed by the laws of Telangana state, India.

9.2 Exclusive Jurisdiction:

Any disputes, controversies, or claims arising out of or in connection with these terms and conditions, including any disputes relating to breach, termination, or validity thereof, shall be subject to the exclusive jurisdiction of the courts of Telangana state, located in Hyderabad City. Participants hereby submit to the jurisdiction of such courts and waive any objection to venue in such courts.

10. LEGALLY BINDING NATURE OF DOCUMENT:

10.1 No Requirement for Signatures:

It is expressly acknowledged and agreed by all attendees that this document does not require signatures to be legally binding upon them.

10.2 Binding Effect:

By attending the conference or workshop, all participants are deemed to have accepted and agreed to be bound by the terms and conditions set forth herein.

10.3 Legal Validity:

This document, including its terms and conditions, shall be legally valid and enforceable against all attendees, irrespective of whether or not they have physically signed the document.

10.4 Acknowledgment of Acceptance:

Attendance at the conference or workshop shall constitute conclusive evidence of each participant's acknowledgment and acceptance of the terms and conditions contained in this document.

10.5 Enforceability Against All Attendees:

The terms and conditions herein shall be equally binding upon all attendees, regardless of whether they have individually signed this document or acknowledged its contents in any other manner.