

## **Terms and Conditions**

*The following are terms of a legal agreement ("Agreement") between you and Events 4 Sure, a division of Excellect KPO Consultants Pvt. Ltd. (EKPOC). By accessing, browsing and/or using this web website ("Website") you acknowledge that you have read, understood and agree to be bound by these terms and to comply with all applicable laws and regulations. If you do not agree to these terms, do not use this Website. This Website may contain other proprietary notices and copyright information, the terms of which must be observed and followed. Information on this Website may contain technical inaccuracies or typographical errors. Please read this Agreement carefully and be aware that Events 4 Sure may, in its sole discretion and without notice, change these terms at any time by updating this posting.*

*Our service related terms and conditions are also mentioned below. We request you to read them carefully before availing any of our services. Should you avail any of our services, you confirm to be bound by these terms and conditions knowingly or unknowingly.*

### **For Website:**

*Any person intending to avail any of our services acknowledges and understands that he/she has full knowledge of these terms and conditions outlined hereunder and is bound with them in every aspect and thereby has not relied on and shall have no remedy in respect of any statement, terms, conditions, representation, warranty, understanding, promise or assurance other than as expressly set out under this Agreement, whether willfully or negligently made by any person.*

### **Linking To Other Websites:**

*Events 4 Sure makes no representations in any respect whatsoever about any other website which Visitors/Users may access through the Events 4 Sure website.*

- *When Visitors/Users access a website other than Events 4 Sure, they should be aware and understand that such a website is independent from Events 4 Sure, and that Events 4 Sure has no control over the contents, images, or any other material in any form on that website and thus is not liable in any respect whatsoever for such a website {Even if Events 4 Sure offers information or services to the owner of that website}*
- *Events 4 Sure does not endorse or accept any responsibility for the contents, images, or any other material available on that website, whereas the information pertaining to such a website or link to such a website might be available on the website of Events 4 Sure.*
- *Please be informed that Events 4 Sure assumes no liability of any kind inter alia for the losses, damages, claims suffered by the Visitors/Users as a consequence of viruses, worms, trojan horses and/or other items of a destructive nature and thus the Website Visitors/Users are advised to take abundant precautions while using the website.*
- *Events 4 Sure disclaims any and all liability and responsibility for such contents, images, or any other material in any form present on that website.*

### **Copyrights**

- *The copyright in all materials provided on this website are solely the property of Events 4 Sure.*
- *Except as stated herein, none of the materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording or otherwise, without the prior written permission of Events 4 Sure or the copyright owner.*

- *Permission is granted to the Visitors/Users to download one copy of the materials on this website on a single computer for personal or internal business use only. Provided that materials are not modified and that all copyright and other proprietary notices contained in the materials should retain.*
- *Without prejudice to the other remedies prescribed under the law, the Events 4 Sure shall terminate the permission granted to Website Visitor/User to download any material from Events 4 Sure website, as a consequence to breach of any of the terms stated in this Agreement.*
- *No material contained on this website should be "mirrored" unless authorized to do so vide express written consent or permission by Events 4 Sure.*
- *Any unauthorized use of the materials contained on this website may violate copyright laws, trademark laws, the laws of privacy and publicity and/or communications regulations and statutes.*
- *All content and functionality on this website, including but not limited to text, graphics, logos, icons, and images and the selection and arrangement thereof, are the exclusive property of Events 4 Sure or its licensors and is protected by judiciary governing Indian Legal System and copyright laws.*
- *All rights not expressly granted are reserved.*

### **Trademarks**

- *The trademarks, service marks and logos (herein after referred as "Trademarks") used and displayed on this website are registered and unregistered Trademarks of Events 4 Sure.*
- *Other trademarks, service marks and trade names not exclusively owned by Events 4 Sure may be owned by others.*
- *Nothing on this website should be construed as granting, by implication, estoppels or otherwise, any license or right to use any Trademark or any other Events 4 Sure intellectual property displayed on this website.*
- *Events 4 Sure uncompromisingly enforces its intellectual property rights to the fullest extent of the law.*
- *The name "Events 4 Sure" and any other Trademarks shall not be used in any way or in any manner, including but not limited to advertising and/or publicity pertaining to distribution of materials on this website, unless expressly authorized by Events 4 Sure vide prior written permission.*
- *Events 4 Sure also prohibits use of Events 4 Sure and any other Trademarks as part of a link to or from any website unless establishment of such a link is approved in advance by Events 4 Sure in writing.*

### **Use of Website Content**

#### **1. User Postings**

- *The User's acknowledge and agree that Events 4 Sure shall own and have the unrestricted/unfettered/unlimited right to use, publish, in electronic form and otherwise, distribute and exploit any and all information that the Users post or otherwise publish on this Website ("Submissions") and thus expressly authorizes Events 4 Sure in this regard to use such information in any form and by any means.*
- *The Users hereby waive any and all claims against Events 4 Sure for any alleged or actual infringements of any rights of privacy or publicity, moral rights, rights of attribution or any other intellectual property rights in connection with Events 4 Sure's use and publication of such Submissions posted on the Website. This means that anything submitted by the Users to this Website will be owned by Events 4 Sure and may be used by Events 4 Sure for any purpose, now or in the future, without any payment to, or further authorization by the Users.*
- *In the event Events 4 Sure's ownership of such Submissions is successfully contested, the Users automatically grant Events 4 Sure a perpetual, royalty-free, non-exclusive, sub-licensable, unrestricted, unfettered, unlimited, worldwide and irrevocable right and license to use, reproduce, modify, publish, translate, prepare derivative works, distribute, perform or display such Submissions, in whole or in part, in any form, media or technology known or hereafter developed for any purpose, including, but not limited to, advertising and promotional purposes.*
- *Events 4 Sure does not represent or endorse and is not responsible for the accuracy or reliability of any Submissions displayed, uploaded, posted on any message board, or otherwise distributed through this Website by any User of this Website, information provider or any other third party.*

- *Events 4 Sure expressly disclaims any and all liability related to Submissions. Any reliance upon such Submissions by the Visitors shall be at their sole option, liability and risk.*
- *The Visitors/Users should kindly make covenant that they shall not post or otherwise publish on the Website any materials that:*
  - *are threatening, libelous, defamatory, or obscene;*
  - *would constitute, or that encourage conduct that would constitute and/or incite a criminal offense, give rise to civil liability, or otherwise violate law in any manner;*
  - *infringe the intellectual property, privacy, or other rights of any third parties;*
  - *contain a computer virus or other destructive element;*
  - *contain advertising; or*
  - *constitute or contain false or misleading statements*

*Events 4 Sure in its sole discretion reserves the right to refuse to post and the right to remove any information or Submission from this Website, in whole or in part, for any reason.*

## **2. No Services, Endorsement or Professional Consultation**

- *There may be delays, omissions or inaccuracies in information obtained through the Visitor's/User's use of this Website.*
- *The information on the website is provided with the understanding that Events 4 Sure's provision of this information to the Visitors/Users does not constitute the rendering of investment, consulting, legal, accounting, tax, career or other advice or services.*
- *Information on this Website should not be relied upon for making business, investment or other decisions or used as a substitute for consultation with professional advisors.*
- *Events 4 Sure does not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information displayed, uploaded, downloaded or distributed through this Website by Events 4 Sure, any user, information provider or any other person or entity. The Visitors/Users may kindly acknowledge that any reliance upon such opinion, advice, statement, memorandum, or information shall be at their sole option, liability and risk.*
- *Events 4 Sure does not grant any license or other authorization to the Visitors/Users to use this Website in any manner if such use in whole or in part suggests that Events 4 Sure promotes or endorses a third party's causes, ideas, political campaigns, political views, web websites, products or services.*

## **3. Access to this website**

- *Events 4 Sure may alter, suspend or discontinue this Website and the Visitor's/User's access to use this Website at any time for any reasons whatsoever without a notice or liability to any person using/availing benefits from this Website or any third party. This Website may become unavailable due to maintenance or malfunction of computer equipment or for other reasons and may result in damages to the User's/Visitor's systems or operations. It had been expressly acknowledged and agreed that in no event shall Events 4 Sure be held responsible and liable for any such damages arising as a result of usage of this Website.*
- *The User/Visitor shall be solely responsible for ensuring that any information or content obtained from this Website does not contain any virus or other computer software code or subroutine designed to disable, erase, impair or otherwise damage the User's/Visitor's systems, software or data.*

## **4. Warranty Disclaimers**

- *The contents available at the website Events 4 Sure are provided on an "as is" basis without any warranties of any kind, express or implied. The organization does not provide warranty for any operations performed by the Users on the website.*
- *Using or accessing any data from the Events 4 Sure website may harm computer and/or systems of the Users/Visitors resulting in loss of data or the need for servicing or replacing equipment. The Website User/Visitor or any third party authorized by such User/Visitor expressly agrees to hold Events 4 Sure harmless in all and any manner whatsoever, against any costs, claims, expenses, liability, damage, loss*

arising as a consequence to such usage of Website and in no event shall Events 4 Sure be accountable for happening of such an event as mentioned aforesaid.

- To the fullest extent permissible by the applicable laws, Events 4 Sure disclaims all warranties, whether expressed or implied, but not limited to the implied warranties of merchantability, fitness for particular purpose, and non-infringement.
- The Events 4 Sure website makes no warranties about the accuracy, reliability, completeness, or timeliness of the site Events 4 Sure contents, services, products, or other software. The Visitors/Users need to check things on their own before taking any step forward with/at the website.

## **5. Disclaimer of Resulting Damages**

- In no event shall the Events 4 Sure and its partners/alliances companies/affiliates, or its employees be liable for any damages, loss, claims, expenses whatsoever (including, without limitation, incidental and consequential damages, lost profits, or damages resulting from lost data, lost employment opportunity, or business interruption) resulting from or arising under or in connection with use or access whether directly or indirectly or inability to use or access the website or its contents or documents, whether based on any warranty, contract, tort, or any other legal document or any other legal implication or theory, in any case, including whether or not the organization is advised or informed of the possibility of such damages.

## **6. Indemnity**

- The Visitors/Users agree and undertakes to indemnify and hold Events 4 Sure and its partners, subsidiaries and affiliates harmless from and against any liability, claim, action, demand, cost, loss, damage or expense including but not limited to court costs (including any/all attorney fees and court fees), including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the usage of this website as a consequence of:
- Any unauthorized use of website material or contents in any manner whatsoever whether by negligence or willful misconduct either barred expressly or is implied by the terms stated under these Terms of Use (Agreement)
- any infringement or improper use of Intellectual Property Rights or industrial design rights arising from the use or misuse of any intellectual property owned by Events 4 Sure and/or any third party.
- any privilege, claim or assertion made by a third party with respect to right or interest in, ownership in any content of the website either used by any Visitor/User or submitted/posted by any Visitor/User.

## **7. Changes/Alterations/Modification**

- Events 4 Sure reserves the rights to change, modify, add, remove or alter terms these Terms of Use in any manner whether whole or in part, at any time, at its sole discretion without being required to acquire consent from any person including without limitation any artificial person, a body corporate or affiliates to anybody corporate.
- Changes in these Terms of Use will be effective when notice of such change is posted.
- Any change in the Terms of Use shall deem to be accepted by any User/Visitor in the event such User/Visitor continues to use the website after such changes are being incorporated.
- Events 4 Sure may terminate, change, suspend or discontinue any aspect of the Website whether in part or full, including the availability of any feature(s) of the Website, at any time. Events 4 Sure may also impose limits on certain features and services or restrict access to certain sections or the entire Website without being required to take consent or being liable in this regard. The Visitors/Users hereby acknowledge and agree that Events 4 Sure may terminate the authorization, rights and license given above at any point of time at its own sole discretion and upon such termination; they shall immediately destroy all Materials.

## **8. International Users**

- *This website is controlled, operated and administered by Events 4 Sure from its offices within India. Events 4 Sure makes no representation that materials on this Website are appropriate or available for use at any other location(s) outside India.*
- *Any access to this Website from territories where their contents are illegal is prohibited. The Visitors/Users may not use the Website or export the Materials in violation of any applicable export laws and regulations. If they access this Website from a location outside India, they are responsible for compliance with all local laws.*

### **9. Choice of Law and Jurisdiction**

- *These Terms of Use shall be governed by the laws of India, without giving effect to its conflict of law's provisions. The Visitors/Users agree that the appropriate court(s) in Delhi, India, will have the exclusive jurisdiction to resolve all disputes arising under these Terms of Use and They hereby consent to personal jurisdiction in such forum.*

### **10. Severability**

- *These Terms of Use constitutes the entire agreement between Events 4 Sure and the Visitors/Users with respect to your use of the Website. If any provision(s) of this Terms of Use is held by a court of competent jurisdiction to be contrary to law then such provision(s) shall be severed from this Terms of Use and the other remaining provisions of this Terms of Use shall remain in full force and effect.*

### **For the Conferences:**

#### **GENERAL TERMS AND CONDITIONS FOR CONFERENCES**

- *Events 4 Sure Conferences/Events and sponsorships are managed by its own team including experienced designers and producer of legal events. These conferences along with other events that Events 4 Sure organizes are collectively termed as ("Events 4 Sure Events").*

### **Purpose for these Terms and Conditions**

- *The Participant wishes to avail the services of the Organizer providing conferences on various topics from time to time. In order to accept the services of the Organizer, the Participant expressly agrees to be bound by the Terms and Conditions specified herein.*
- *These Terms and Conditions together read with Registration Form constitute the entire agreement. The Participant acknowledges and understands that he/she has full knowledge of these terms and conditions and is bound with them in every aspect and thereby has not relied on and shall have no remedy in respect of any statement, terms, conditions, representation, warranty, understanding, promise or assurance other than as expressly set out under this agreement, whether willfully or negligently made by any person.*

### **Definitions**

*In the Terms and Conditions, the below mentioned terms shall have the following meanings:*

- *"Course Material" means course manual, course notes and any other material supporting the Conference written by the Organizer or its party to be provided to the Participants on payment of Registration Fee.*
- *"Credit Voucher" means a coupon/credit note issued by Events 4 Sure in case of cancellation of Participant's attendance in the Conference and valid for a maximum period of one year from the date of issue.*

- "Participant" means an individual, whether part of a group or otherwise, by whom, or on behalf of whom a booking/registration has been made which is confirmed by the Organizer and the Registration Fee paid in full (including tax if any) to the Organizer and who is entitled to attend the Conference.
- "Events 4 Sure Conference" means the Conference organized by the Organizer.
- "Organizer" means Events 4 Sure, a division of Excellect KPO Consultants Pvt. Ltd. (EKPOC) a legal entity registered in India.
- "Registration Fee" means all monies owing to Events 4 Sure, the payment of which entitles an individual to attend the Conference.
- "Substitution" means any circumstances where a Participant who has paid in full is unable to attend the Conference and authorizes another individual/group of individuals to attend such conference on their behalf, in agreement with the Organizer.

### **Prescribed Fees/Payment Terms**

- The Registration fee inclusive of all taxes (per conference) shall be paid by Participants to Organizer prior to every Events 4 Sure Event.
- Registration/Sponsorship fee together accompanied with a Form shall be deposited before the Conference date. Registrations received two weeks prior to the date of the Conference must be paid upfront and in full before registrations are confirmed. The Organizer reserves the right to accept/reject the registration of any Participant.
- The Registration Fee includes (only) the cost of course material, Conference participation, access to exhibits, all educational sessions and informal networking sessions. Extra fee shall be charged for miscellaneous expenses including but not limited to the cost of travel, boarding and pilot project working.
- On completion of the registration form, full payment is required to be made within 3 (three) days from receipt of invoice. Payment must be received prior to the Conference date for which a receipt will be issued.
- If payments are requested to be made by bank fund transfer/wire transfer/credit card, Participant hereby acknowledges that he/she specifically authorizes Events 4 Sure to levy charges over and above the amount agreed as listed above; that this Contract is valid, binding and enforceable; and that he/she has no basis to claim that any payments required under this Contract at any time are improper, disputed or unauthorized in any way.
- Participants recognize the fact that pre-payment of Registration fees within the time specified is in utmost interest of Organizer and thus Organizer reserves the right to cancel Participant pass at any time for non-payment of Registration fees for any other reason whatsoever.
- **Visa Assistance:** Events 4 Sure is an India Headquartered Company and can assist by sending the requested invitation letter through its India office. The Embassy issues the visa based on several parameters including the credentials and experience of the participant. Events 4 Sure therefore cannot guarantee the visa issuance from the concerned embassy, whatever the case may be. If the participant does not get the visa from the embassy and then cancels his participation, the standard cancellation terms and conditions will apply.

### **Cancellation/Substitution/Refund/Adjustment**

- The Participants not attending the conference should inform Events 4 Sure 14 (fourteen) days prior to Conference date in writing via email/fax of such intention, to avail the benefit of getting their 40% Registration fee adjusted/appropriated (60% will be retained against administration charges, prearrangement charges) towards any future Events 4 Sure Events otherwise no registration fee shall be adjusted/appropriate towards any future Events 4 Sure Events. The Credit voucher will be issued which will be valid for a maximum period of one year from the date of issue.
- The substitution is allowed without any extra charges if the same is notified to Organizer 14 (fourteen) days prior to the Conference provided that the total Registration Fee for the Conference has already been paid. If the substitution notice is received by the Organizer in less than 14 days prior to event, substitution shall be allowed only after payment of admission fee of 25% of the total registration fees.
- No Registration Fee shall be refunded in any event and in any manner whatsoever and only Credit Vouchers will be issued as per the aforesaid Terms and Conditions which can be redeemed prior to their expiry, in any future Events 4 Sure Events.

## **Access to Services**

- *Only Participants or their authorized representatives shall be entitled to attend the Conferences.*
- *Organizer reserves the right to amend/withdraw contents, features, terms and conditions provided herein at any time as per the convenience without any notice.*
- *Conference is open to business professionals only. The Participants must carry business cards and photo ID card or any other relevant identification proof for entering in the conference.*
- *In the event any Participant fails to notify the Organizer of any substitution, the Organizer shall be entitled to treat such failure as a breach of contract and restrain such person to attend the Conference.*
- *In the event of any inappropriate behavior or any behavior against the norms of any prudent person or any misconduct is displayed by any Participant in the view of the Organizer or the Conference venue operator, the Organizer has the power and is authorized to refuse the entry of such Participant or ask such Participant to leave and be excluded from the Conference without any refund or compensation.*
- *Participants cannot share the entry pass between multiple attendees without prior approval/authorization.*

## **License**

*Subject to any additional terms and conditions (as mentioned) which may apply for specific material and payment of the Registration Fee, the Organizer may at its own wish grant the Participant non-transferable, limited license exclusively for the purpose the Organizer deems fit. All intellectual property rights in all materials produced or distributed by Events 4 Sure in connection with such Conferences is expressly reserved as the sole property of Events 4 Sure and no Participant shall claim any interest/right/title therein. Any unauthorized duplication, publication or distribution is strictly prohibited.*

## **Data Protection**

- *The Organizer reserves the right to retain Participant's information and can share with third parties such as sponsors for the purpose of communicating/promoting products and services which may be of interest to the Participant.*
- *In case Participant wishes to stop receiving information with regard to Events 4 Sure Events, Participants may inform at Events 4 Sure's local office or email [info@events4sure.com](mailto:info@events4sure.com). For training and security purposes telephone calls may be recorded.*
- *Any personal and payment related information provided by the Participants as part of the Conference is not stored in any form by Events 4 Sure.*

## **Limitation of Liability**

- *The Organizer shall not be responsible/liable for any loss injury, claim, liability or damage of any kind resulting in any way from*
  - *Any errors in or omissions from the Services or any Conference material*
  - *The content of the Conference material*
  - *Any delays or failure in performance beyond reasonable control*
- *Participants are responsible for taking appropriate insurance cover in connection with their attendance at the Conference. Where the Participant is travelling inter-state from outside the city where the Conference is being held, appropriate travel insurance should be purchased independently and in advance of any travel or travel bookings. In no event whatsoever shall the organizer be held responsible for any miss happening.*

## **Indemnity**

- *Participant understands and agrees that Events 4 Sure reserves the right to change Conference Dates, sites or locations or omit Conference features or merge the Conference with any other Conference at any time, as it deems necessary and in no such situation or in such an event shall a Participant be entitled to any refunds, part refunds or alternate offers however the Participants and/or sponsors shall be entitled to a credit note worth the amount paid by such Participant and/or sponsor for such an event, to be used in any other Events 4 Sure event, with one year validity provided that such an event is not rescheduled or relocated or merged with any other Conference, but is permanently cancelled.*

- *Without limiting the generality of aforementioned, the Participant hereby expressly agrees that Events 4 Sure shall in no event indemnify any Participant and that the Participant holds Events 4 Sure and its officers, servants, personnel, harmless against any and all costs, damages, losses, expenses, liability, claim, action including but not limited to court costs (including any/all attorney fees and court fees), travel fees, marketing fees, sponsorship fees arising out of any reasons whatsoever or relating to or as a consequence of any happening including but not limited to any change in date, venue and/ or speaker or cancellation of Conference owing to reasons without limitation any act of terrorism, extreme weather conditions, industrial/political/communal action.*

### **Miscellaneous**

- *The Terms and Conditions can be modified, amended or rescinded, in whole or in part, by the Organizer without any notice.*
- *Participants may be asked to undergo reasonable security checks at the Conference venue.*
- *The Participant agrees to hold the Organizer harmless for any injury or death that may occur at the Conference. The Organizer shall not be responsible for the conduct of the Participants while at the Conference, and is also not responsible for any costs, damages and/or expenses associated with the Participant's transportation to/from the Conference venue, hotel accommodations or third party services, whether or not arranged by the Organizer in connection with the Conference.*

### **Governing Law**

- *This Agreement shall be fully enforceable in India and shall be governed by and construed in accordance with the laws of India.*

### **Privacy Policy**

*This privacy statement is subject to change without notice to you, the user. Please read this statement each time you visit the site so that you will be fully informed of the privacy policies and procedures of Events 4 Sure. The purpose of this privacy statement is to inform you, the User of this Website, of the procedures and practices utilized by Events 4 Sure to keep your personal information private once you access this Site. Events 4 Sure believes that your privacy is very important. By accessing this site, you, the user, are giving your consent and approval to the privacy practices and procedures of Events 4 Sure. This Privacy statement is incorporated into and subject to the terms and conditions of this Site as though set forth in full.*

*For statistical purposes, Events 4 Sure collects certain quantitative information about each User in order to analyze, improve and customize our Website Content to make it more responsive to the User's needs and easier to use. Events 4 Sure does not sell, rent, or otherwise provide any personally identifiable information about you to any third party. Events 4 Sure will not knowingly disclose information collected about each User to parties not affiliated with Events 4 Sure. Our privacy statement only addresses the use and disclosure of information that Events 4 Sure may collect from you. However, you should be aware that persons not associated or affiliated with Events 4 Sure might engage in unauthorized practices with the purpose of obtaining your personal information. Although Events 4 Sure discourages this type of activity, we cannot guarantee that it will not occur. The Internet can take on a life of its own and therefore, Events 4 Sure cannot guarantee against inadvertent or unknowing disclosures of information about you, the User, to others. To the extent permitted by law, Events 4 Sure disclaims all liability for any inadvertent disclosures.*

### **Disclaimer**



*This website is a resource for informational purposes only and is intended, but not promised or guaranteed, to be correct, complete, and up-to-date. Events 4 Sure does not warrant that the information contained on this Website is accurate or complete, and hereby disclaims any and all liability to any person for any loss or damage caused by errors or omissions, whether such errors or omissions result from negligence, accident or any other cause.*

*Please note that Events 4 Sure may at its discretion use appropriate aliases for addressing its audience in connection with various events both on this website as also in its other documents and collaterals for uniformity and quality purposes. Events 4 Sure further assumes no liability for the interpretation and/or use of the information contained on this Website, nor does it offer a warranty of any kind, either expressed or implied. Readers of the site should not rely on the information provided here and should always seek the advice of the competent person. No recipients of content from this Website should act, or refrain from acting, based upon any or all of the contents of this site. Events 4 Sure is not responsible for, and makes no representations or warranties about, the contents of Websites to which links may be provided from this Website.*