## **TERMS AND CONDITIONS**

OF THE www.conf.vuejs.org

§ 1

#### **DEFINITIONS**

Whenever used in these Terms and Conditions (T&C), the following terms shall have the meaning defined hereinafter:

- 1. **Conference** VueConf 2017 and / or accompanying workshops.
- 2. Monterail Monterail.com Sp. z o.o. with its registered office in Wrocław, at © 27-29 Oławska street, 50-123 Wrocław, Poland, registered with the Register of Entrepreneurs of the National Court Register maintained by the District Court of Wrocław-Fabryczna in Wrocław, VI Commercial Division of the National Court Register, under entry number KRS 0000357415, NIP 778-147-18-20, REGON 301447685, share capital 5.000 PLN, e-mail vueconf@monterail.com.
- 3. **Website** documents authorizing to participate in the Conference or an accompanying workshops, depending on the Ticket type.
- 4. **Website** official website of the VueConf 2017, available at www.conf.vuejs.org.

§ 2

#### SALE OF TICKETS

1. Monterail offers different types of Tickets, specified at https://events.zippydesk.com/vueconf-2017/register. Tickets represent

different price categories depending on the time of their sale (Early Bird, Superpromo, Regular) and their scope (authorizing to participate in the Conference, in the workshops accompanying the Conference, or in both).

- 2. The displayed Ticket prices are given in a Polish zloty (PLN) or Euro (EUR) and include taxes. At the time of making the declaration of intent to be bound by a sale agreement, you will be informed of a total price including taxes.
- 3. By agreeing to those T&C's you also agree to receive by electronic means of communication invoices issued by Monterail.
- 4. To place an order:
- choose your preferred type of Ticket and the amount of Tickets you want to buy;
- fill the "Buyer information" with true and up to date data;
- fill the name of the Ticket holder, that will be authorized to attend the Conference;
- confirm you have read those T&C's and accept them in whole without any reservations;
- choose payment method credit card, bank transfer or electronic payment with PayU;
- confirm your will to be bound by sale agreement and to book the Ticket you selected by pressing "Order and pay" button.
- 5. You will receive an e-mail with confirmation of receipt of your order.
- 6. After placing your order, you should pay for it as soon as possible, no later than within 72 hours, with a method that you have chosen while placing an order. If you don't make a payment within that time, Monterail will not be bound by our order and the Ticket will not be booked for you. Payment processors are responsible for execution and safety of transactions

according to their own regulations.

- 7. After you finalize the payment process and the funds are credited to Monterail's account, you will receive an e-mail confirming that the payment has been recorded, with attached invoice and an electronic Ticket, that should be printed out on a white paper, A4 paper size, with the name of person authorized to attend the Conference well visible.
- 8. A personalized Ticket may only be used by the person whose name and surname is indicated on the Ticket. When ordering Tickets please exercise due diligence. The Tickets are personalized, so if you enter incorrect data, it might be impossible to identify you and allow you to attend the Conference.

## § 3

#### **ENTRY AND PARTICIPATION**

- 1. A Ticket authorizes one person to use it.
- 2. The Ticket is verified once upon entry to the Conference, and it is not possible to use it again.
- Monterail and the owner or manager of the facility in which the Conference takes place are authorized to refuse admittance or remove people who breach the following regulations or disrupt the Conference in any other way.
- 4. Monterail will take efforts to admit people being late to the Conference during a break, however the admission cannot be guaranteed.
- 5. Any unauthorized use of photographic or recording equipment is

prohibited, as well as dogs (except for guide dogs) and foods and beverages brought by attendees.

- 6. All forms of harassment, misconduct, or disruptive behavior will not be tolerated. Harassment includes any form of physical or verbal forms of misconduct, including but not limited to: offensive comments or actions related to gender, gender identity, sexual orientation, disability, physical appearance, body size, ethnicity, race, or religion.
- 7. Misconduct such as intimidation, stalking, harassful photography or recording, sustained disruption of talks or other events, inappropriate physical contact, and unwelcome sexual attention are grounds for instant removal.

## § 4

# RIGHT TO WITHDRAW FROM THE AGREEMENT / RETURNING TICKETS

- 1. The consumer's right to withdraw from the agreement is excluded according with the art. 38 point 12 of the Act of May 30, 2014 on Consumer Rights (Journal of Laws of 2014, item 827, as amended).
- 2. The Tickets are not returnable as a rule, however you can return the Regular Tickets, as specified at https://events.zippydesk.com/vueconf-2017/register, no later than 30 days before the Conference takes place in such case a handling fee in the amount of 50% of price of each returned Ticket will be deducted.
- 3. If you wish to return your Ticket according to the § 4(2), contact Monterail at vueconf@monterail.com providing your details and bank account number the amount should be transferred to. The transfer will be made

within 14 days as of receipt of such request.

4. If the Conference is canceled under decision of Monterail, you will be refunded in full. In an e-mail informing you about the cancellation Monterail will provide further details regarding refunds procedure.

## § 5

#### **NEWSLETTER**

- 1. You can subscribe to the Vue.js Newsletter by providing your e-mail address in the tab available on the Website and clicking the "Subscribe" button.
- 2. Upon your subscription, Monterail processes your personal data for the purpose of sending you the Vue.js Newsletter.
- 3. The electronic service of sending Vue.js Newsletter is provided free of charge for an indefinite period. You can unsubscribe from it at any time and for any reason by clicking an "unsubscribe" link in the newsletter message you receive or by sending a request to Monterail, in particular via e-mail to vueconf@monterail.com.

## § 6

### PROHIBITED PRACTICES

- 1. You are obliged to use the Website in accordance with the law and good manners, with respect for personal rights and copyright as well as intellectual property of Monterail and third parties.
- 2. It is strictly prohibited to use of any hardware or software that damages or interferes with proper and timely functioning of the Website, in particular:

- constitute any activity that is prohibited by law;
- infringe on any patent, trademark, trade secret, copyright or other proprietary right of any party;
- cause insertion or use of any harmful content, including, without limitation, software viruses, Trojan horses, worms, time bombs, cancel bots, spy-ware, or any other files, software programs, or technology that is designed or intended to disrupt, damage, surreptitiously intercept or expropriate services or any system, program, data or personal information, or limit the functioning of any software, hardware, or equipment or to damage or obtain unauthorized access to any data or other information of Monterail or any third party;
- impose an unreasonable or disproportionately large load on the website network or Website infrastructure.

## § 7

#### TECHNICAL REQUIREMENTS

To use the Website you need (1) a computer, a laptop or other multimedia device with the Internet access; (2) access to e-mail; (3) Internet browser: Mozilla Firefox version 17.0 and higher or Internet Explorer version 10.0 and higher, Opera version 12.0 and higher, Google Chrome version 23.0. and higher, Safari version 5.0 or higher.

## § 8

### **COMPLAINTS**

- Complaints related to the tickets may be submitted electronically to the following e-mail address: vueconf@monterail.com or in writing to the Monterail's postal address (
  <u>27-29 Oławska street</u>, 50-123 Wrocław, Poland).
- 2. Monterail shall respond to your complaint immediately, no later than within

14 days of receipt thereof, in the same form the complaint was filed.

- 3. You may also use extrajudicial complaint and claim settlement methods. In particular you can ask consumer organizations and municipal or county consumer advocates, for further information see the website of the Competition and Consumer Protection Office\_www.uokik.gov.pl.
- 4. You can also use the EU ODR platform, available at www.ec.europa.eu/odr/and https://webgate.ec.europa.eu/odr/main/index.cfm? event=main.home.show&lng=PL.

## § 9

#### **FINAL PROVISIONS**

- 1. The Website and all of its elements (e.g. texts, graphics) are property of Monterail and are protected by Polish law. No part of the Website may be used (in particular reproduced) in any form or by any means without written permission of Monterail.
- 2. These Terms of Use constitute Monterails' contract template within the meaning of the Polish Civil Code and shall be governed exclusively by the laws of the Republic of Poland.
- 3. Monterail reserves the right to amend the provisions of these Terms of Use at any time due to important reasons, in particular economic, technical or legal, without the obligation to justify these reasons.
- 4. The current version of Terms of Use is available at any time at <a href="https://conf.vuejs.org/terms">https://conf.vuejs.org/terms</a>, also in a downloadable form.