

WMS Congress Limited – HYBRID CONGRESS 2023 REGISTRATION TERMS AND CONDITIONS

1. Preamble and Acceptance of these Terms and Conditions

WMS Congress Limited (**WMS Congress**) will be hosting the Event on behalf of the World Muscle Society.

Each Participant will be deemed to have accepted and agreed to these Terms and Conditions (to the exclusion of any other terms that any Participant seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing), when any of the following events occurs:

- You register for an Event and make payment of the registration fee if required by virtue of your membership category (**Registration Fee**);
- You purchase a ticket for an Event; or
- You attend an Event.

At which point an agreement will be formed between the Participant and WMS Congress (**the Agreement**).

Each Participant agrees that the latest requirements for in person attendance will be as set out on WMS Congress' website at <https://www.wms2023.com/page/covid-19-guidelines> including any requirements in respect of masks wearing and proof of double vaccination to be provided upon registration and also carried throughout the Event (**COVID-19 requirements**).

2. Definitions

The following definitions and rules of interpretation apply in relation to this Agreement:

Abstract: the short submission submitted by a Participant for consideration by the Programme Committee with a view to potentially being shared either as an oral presentation or poster presentation during an Event.

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Congress Secretariat: means Azura Events Limited (Company No 08864629) with its registered address at The Old Cider Press, 5 The Quay, Tuckenhay, Devon, England, TQ9 7EQ.

Consent Form: the 'Presentation Recording Consent Form' governing the future use of any recordings of Speakers at an Event.

Content: means the content and material in whatever form, whether written, verbal, oral or otherwise shared by a Speaker at an Event.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR (which has the meaning given to it in section 3(10) (as supplemented by section 205(4) of the Data Protection Act 2018); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications) as well as all other applicable equivalent or similar data protection legislation in the jurisdiction in which the other party is subject.

Events: means WMS Congress 2023 and any Pre-Congress Teaching Course which combine elements of both an In-Person Event and an Online Event.

Force Majeure Event: means any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) acts, omissions or delays in acting by any governmental authority;
- (d) terrorist attack, civil war, civil commotion or riots, war, acts of war (whether declared or not);
- (e) threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations, insurrections, riots or civil commotions;
- (f) nuclear, chemical or biological contamination or sonic boom;
- (g) any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (h) collapse of buildings, fire, explosion or accident;
- (i) any labour or trade dispute, strikes, industrial action or lockouts;
- (j) non-performance by WMS Congress' subcontractors; and
- (k) Interruption or failure of utility service, including a general breakdown of the internet or technologies supporting the Platform.

Heightened Cybersecurity Requirements: any laws, regulations, codes, guidance (from regulatory and advisory bodies whether mandatory or not), international and national standards, industry schemes and sanctions, which are applicable to the Participant (but not WMS Congress) relating to security of network and information systems and security breach and incident reporting requirements, which may include the cybersecurity Directive ((EU) 2016/1148), Commission Implementing Regulation ((EU) 2018/151), the Network and Information Systems Regulations 2018 (SI 506/2018), all as amended or updated from time to time.

In-Person Event: the in-person congress or course and exhibition, organised by WMS Congress, and to be held on behalf of, and for the overall benefit of the World Muscle Society which include the ability to attend optional social activities.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

EventsAir: trading name for Centium Software Pty Ltd, a company organised and registered under the laws of Australia under registration number ABN 23 118 594 479 whose UK branch is at Unit C28, Basepoint Business & Innovation Centre, 110 Butterfield, Great Marlings, Luton Bedfordshire LU2 8DL UK and which provides WMS Congress with the Platform.

Online Event: the virtual or non-physical congress or course and exhibition organised by WMS Congress, and to be held on behalf of, and for the overall benefit of the World Muscle Society, via the Platform.

Participant: means any persons

- a) actually in attendance at the WMS Congress 2023 or any Pre-Congress Teaching Course, which, for the avoidance of doubt will include all Speakers; or
- b) named on the registration or booking form for WMS Congress 2023 or any Pre-Congress Teaching Course.

Personal Data: as defined in the Data Protection Legislation.

Platform: a virtual congress platform provided by EventsAir for the purposes of conducting the WMS Congress 2023.

Pre-Congress Teaching Course: any associated teaching course laid on by WMS Congress before the WMS Congress 2023 and to be held between 2nd and 3rd October 2023, at which Speakers are invited to speak and present on specific topics.

Programme Committee: the committee made up of members of the WMS Executive Board, previous and future congress hosts and experienced WMS members involved in the selection of the Speakers, and review of the Abstracts submitted by Participants with a view to organising the programme to be implemented in the Events.

Registration: shall have the meaning given in clause 3.3.

Speakers: any individual given prior invitation to speak in a professional capacity on a specific topic at an Event.

Sponsors: means any party that provides sponsorship to WMS Congress in connection with the Events.

Virus: anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

WMS Congress 2023: the 28th Annual Congress, organised by WMS Congress, and to be held on behalf of, and for the overall benefit of the World Muscle Society, between 3rd and 7th October 2023 via the Platform as an Online Event and as an In-Person Event.

3. Registration

- 3.1 Participants may register for an Event by completing the registration form at <https://www.wms2023.com/page/registration> at which point the Participant shall select if he wishes to attend the Online Event or the In-Person Event. Registration Fees for the Online Event and In-Person Event are as indicated on WMS Congress's website and can be viewed at the page link above.
- 3.2 Registration for the Online Event and In-Person Event will both allow access to the Platform to view live and on-demand Content.
- 3.3 Shortly after completion of the registration form (**Registration**) a Participant will receive a confirmation receipt in writing ("in writing" for the purpose of this

Agreement includes by e-mail or letter) confirming their booking for the relevant Event.

- 3.4 Participants shall have 45 days from Registration to raise any concerns or issues which will then be considered and dealt with by WMS Congress as WMS Congress may in its absolute discretion determine. Participants acknowledge and agree that any negotiation after such period will be at WMS Congress' sole discretion.
- 3.5 Not less than 2 Business Days before the relevant Online Event, Participants will be provided with joining instructions and credentials for the relevant Events and how to log-on to the Platform.
- 3.6 The Participant is required to inform the Congress Secretariat in the event that a confirmation receipt as outlined in 3.5 above is not received by the timeframe outlined, and WMS Congress accepts no liability for a Participant failing to attend Events.
- 3.7 Participants will be required to hold valid credentials in order to log-on to the Online Events. It is the duty of the Participant to check the joining instructions and credentials once received, and WMS Congress accepts no liability for any errors within the joining instructions and credentials.
- 3.8 Participants attending the In-Person Event will be provided with full details of the location upon Registration, dates and start time of the Event. Participants will be reminded via email of such details at least 10 Business Days prior to the Event. Participants will be informed of the current COVID-19 Requirements to access the In-Person Event at this point in time. Such requirements are as set out on WMS Congress' website.
- 3.9 If tickets for the In-Person Event and/or social activities as per clause 4.4 sell out prior to the WMS Congress 2023, a waiting list will be implemented and tickets will be assigned on a first come first served basis.
- 3.10 Speakers selected for the congress scientific programme shall confirm to WMS Congress that they will not accept a subsequent invitation to speak in any industry symposia on the same topic.
- 3.11 Without limiting the application of clause 5.5, tickets purchased for the Events are not re-sellable.

4. Methods of Payment

- 4.1 If a Registration Fee is due by a Participant, at the time of Registration full payment shall be made by credit/debit card.
- 4.2 Payments are accepted in Sterling GBP only. Any currency conversion costs, or other charges incurred in making the payment or in processing a refund shall have to be borne by the Participant.
- 4.3 Payments can only be made online using the payment methods offered by the payment provider Stripe (following such payment the transaction on your statement will show as "WMS CONGRESS LIMITED"), and your use of the Stripe platform will be governed by such terms as are in effect.
- 4.4 Optional social activities are available for an additional cost to the Registration Fee for Participants to the In-Person Event. Participants shall sign up to such activities and pay for them prior to the WMS Congress 2023. Following the initial Registration and once details of the optional social activities are known and communicated by WMS Congress to Participants, Participants will be able to sign up via the additional registration form provided.

5. Cancellation Policy and Amending Bookings

A) CANCELLATION TERMS

- 5.1 Notice of cancellation must include all details required to make a refund where a Registration Fee has been paid, and must be made in writing and sent to the Congress Secretariat at the following address: registration@worldmusclesociety.org
- 5.2 Following receipt of a cancellation notice, the Congress Secretariat will confirm acceptance, and, if a Registration Fee has been paid, shall, following the conclusion of the WMS Congress 2023, process a refund of the Registration Fee less a 20% administration fee per registered person for cancellations received on or before 1st August 2023. Refunds will be processed within one month after conclusion of the WMS Congress 2023.
- 5.3 No refunds will be made for cancellations received after 1st August 2023.
- 5.4 Participants who do not attend WMS 2023 will be responsible for the full Registration Fee. No refund will be given for unattended events or early termination of attendance.
- 5.5 Cancellations of optional social activities up to 1st August 2023 shall trigger a full refund of the additional fees paid for such activities. After such date no refund shall be processed.

B) AMENDING BOOKINGS TERMS

- 5.5 Without limiting the effect of clause 5.7, a Participant's Registration to attend an Event may only be changed, replaced or refunded at WMS Congress' absolute discretion, provided that WMS Congress will permit a Participant to be substituted by an alternative individual subject to 10 Business Days' notice being given the expiry of such notice to fall on or before 1 September 2023, along with full details of the individual (**Substitute Participant**).
- 5.6 Where a Substitute Participant appointed under clause 5.5 would have otherwise been liable to pay a Registration Fee if registering in the first instance, they shall:
- (i) If the Participant that they are replacing had not paid a Registration Fee, pay the Registration Fee in accordance with these terms, plus an administrative fee of 20% of the relevant Registration Fee; or
 - (ii) If the Participant that they are replacing had paid a Registration Fee, pay the additional administrative fee of 20% of the relevant Registration Fee.

Following such payment, the Substitute Participant will be bound by these Terms and Conditions as though they were a Participant and a party to the Agreement, and as though they gave their consent when registering for the Events (as referenced under clause 8.4). For the avoidance of doubt, a Substitute Participant must comply with the COVID-19 Requirements.

- 5.7 A Participant's Registration to attend the In-Person Event may be changed to attendance of the Online Event up to and until 1 September 2023 without any cancellation fee. WMS Congress shall refund the difference between the Registration Fee for the In-Person Event and the Registration Fee for the Online Event with such refund being processed one month after conclusion of the WMS Congress 2023.
- 5.8 After 1 September 2023 it will not be possible to switch Registration from the In-Person Event to the Online Event, but Participants will have access to the Platform to view live and on-demand Content.
- 5.9 In cases where the Abstract submitted by a Participant through the online system is not accepted during the Programme Committee review process in May 2023 and

therefore not awarded an oral or poster presentation during the congress, Participants will be contacted promptly after the relevant meeting of the Programme Committee, and any Registration Fee paid by the Participant will be reimbursed in full if requested.

6. Delivery of the Online Events

- 6.1 Subject to the provisions of these Terms and Conditions, WMS Congress will use reasonable endeavours to ensure that the Online Events take place and are delivered in a format that maximises their utility for Participants. To this end, WMS Congress has engaged the services of EventsAir to provide certain software and facilities to assist with the Online Events and their being held virtually on the Platform (**Software and/ or Services**), and the participant acknowledges that its use of the Software and Services will be subject to the terms of use of EventsAir.
- 6.2 WMS does not warrant that:
- (i) the Participants use of the Platform, Software and Services will be uninterrupted or error-free; or
 - (ii) the Platform, Software or the Services will be free from Vulnerabilities or Viruses; or
 - (iii) the Platform, Software or Services will comply with any Heightened Cybersecurity Requirements.
- 6.3 In the running of the Events, WMS Congress is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Participant acknowledges that the Events may be subject to limitations, delays and other problems inherent in the use of digital communications facilities.

7. Cancellation of the Congress

- 7.1 In case that the WMS Congress 2023 cannot be held or is postponed due to a Force Majeure Event, or such other events beyond the control of WMS Congress, WMS Congress accepts no liability to any Participants for any damages, costs, or losses incurred, such as financial losses or any other consequential losses.
- 7.2 In the event of a Force Majeure Event occurring, WMS Congress may choose to cancel the WMS Congress 2023, and in such instances will reimburse any Registration Fees paid by Participants after a deduction is made for costs incurred by WMS Congress, the Congress Secretariat, Platform, or the World Muscle Society in preparation for the WMS Congress 2023.
- 7.3 Notwithstanding clauses 7.1 and 7.2, WMS Congress reserve the right, if a Force Majeure Event occurs, to change the format and/or dates for the WMS Congress 2023, and to hold the event in a different format and/or on other dates (**Replacement Event**) as near to the original dates as possible without any liability to the Participants. The Replacement Event shall take place within 12 months of the original dates for the WMS Congress 2023, and the Participant will be able to carry over any Registration Fees paid in relation to the WMS Congress 2023 to the Replacement Event.

8. COVID-19

- 8.1 In the event that the In-Person Event cannot be held as planned due to the COVID-19 outbreak, where a regulation, notice, or warning is issued by the US authorities, UK authorities or other national or regional competent authorities that prevents Participants to reach the location where the In-Person Event will be held, Participants who have registered for the In-Person Event and who have signed up for additional social activities as per clause 4.4 will be refunded the cost of such activities within one month after conclusion of the WMS Congress 2023.

8.2 Where clause 8.1 applies, Participants who have registered for the In-Person Event will be refunded the difference between the Registration Fee for the In-Person Event and the Online Event within one month after conclusion of the WMS Congress 2023.

8. Privacy

8.1 In the course of registering for the Events, certain information provided by the Participant will be shared with third parties, and otherwise retained for such time as is necessary only for the holding of the Events.

8.2 Provided always that WMS Congress will only forward such information as is necessary for the proper delivery of the Events such that WMS Congress complies with the applicable Data Protection Legislation, or other applicable data protection legislation, and complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred, Participants' information will be shared with the following third parties for the following purposes:

- (i) with the Congress Secretariat in their role in assisting with the preparation and hosting of the Events and any third-party companies engaged by the Congress Secretariat for the successful delivery of the WMS Congress 2023 including Symbiometry Ltd;
- (ii) with EventsAir for the purposes of on boarding the Participant to the Platform, as required so as to be able to provide the Software and Services;
- (iii) with the World Muscle Society for the purposes of clarifying membership status and establishing the extent of any Registration Fees payable;
- (iv) certain Content may be shared with Sponsors, but only where such Content is covered under the terms of a Consent Form (and the identity of these Sponsors will be confirmed with you in writing in advance of the information being shared with them);
- (v) with third party companies engaged to provide social events during, or otherwise contribute to the WMS Congress 2023 (and the identity of these third party companies will be confirmed with you in writing in advance of the information being shared with them).

8.3 Speakers who have actively accepted the terms of the Consent Form at the registration stage, will, in addition be bound by the terms of the Consent Form, until such time as they revoke this consent by providing written notice to WMS Congress advising of their objection.

8.4 When registering for the Events, all Participants will have given consent for certain Personal Data to be publicly accessible and displayed on the delegates list on the Platform and at the congress and will have confirmed their approval to publicly display their name and Intellectual Property Rights on the internet and at the congress and to print photographs of the Event where the Participant may be represented. The Participant may at any time revoke this approval by confirming such revocation in writing to the Congress Secretariat which will result in the Registration being cancelled, and such revocation will be treated as a cancellation notice under clause 5.2, and the provisions of that clause will apply.

8.5 Participants consent to the filming of WMS Congress 2023, whether in its entirety or in part.

9. Liability

- 9.1 Except in the case of death or personal injury caused by WMS Congress' negligence, the liability of WMS Congress under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever will not exceed the Registration Fee paid or due to be paid by the Participant Client to WMS Congress under this Agreement.
- 9.2 WMS Congress, its legal agents or its vicarious agents, shall not be held liable under, arising out of or in connection with this agreement, in contract, tort or howsoever arising, for any damage, loss of profits, business or goodwill, or any other loss or for any indirect or consequential loss except in cases of intent and gross negligence. WMS Congress is liable without limitation for any injury of life, body or health, based on negligent actions of WMS Congress.
- 9.3 WMS Congress provides no guarantees or warranties of any kind (express or implied) as to the Content, and such information is provided on an "as is" and "as available" basis, and WMS Congress will be indemnified in full by the relevant Speaker against any liability arising to a third party by virtue of the Content infringing the Intellectual Property Rights of any third party, site or infringing any Data Protection Legislation.
- 9.4 WMS Congress does not accept any liability arising from any inaccuracy or omission in the Content or, to the fullest extent permitted by law, arising from any infringing, defamatory or otherwise unlawful material in the Content or any communications of the Speakers and Participants during an Event.

10. Notices

- 10.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing (which for the avoidance of doubt includes email) and shall be:
- (i) delivered by hand or by pre-paid first-class post or other next working day delivery service providing proof of delivery or by pre-paid airmail or international courier providing proof of delivery at its registered office (if a company) or its principal place of business or home address (in any other case); or
 - (ii) sent by email to the address specified in the registration form for the Participant, or to WMS Congress at: office@worldmusclesociety.org
- 10.2 Any notice or communication shall be deemed to have been received:
- (i) if delivered by hand, at the time the notice is left at the proper address;
 - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - (iii) if sent by pre-paid airmail or international courier providing proof of delivery, at 9.00 am on the fifth Business Day after posting or at the time recorded by the delivery service (whichever is the earlier); or
 - (iv) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 10.2(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 10.3 If deemed receipt under clause 10.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause 10.3, business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 10.4 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

11. General

- 11.1 No amendment or variation of this Agreement will be valid unless confirmed as agreed, in writing by the Participant and WMS Congress (which for the avoidance of doubt will include email), with reference being made to this clause and the fact that the relevant clauses are being amended and/or varied in accordance with this clause.
- 11.2 Subject to clause 5.5, and the following sentence, neither the Participant nor WMS Congress may assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written agreement of the other party. A party may, however, assign and transfer all its rights and obligations under this Agreement to any person to which it transfers all of its business, provided that the assignee undertakes in writing to the other party to be bound by the obligations of the assignor under this Agreement.
- 11.3 Save as otherwise provided, this Agreement constitutes the whole agreement between the parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly included within this Agreement. Nothing in this Agreement excludes liability for fraud.
- 11.4 No failure or delay by WMS Congress in exercising any right, power or privilege under this Agreement will impair the same or operate as a waiver of the same nor will any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.
- 11.5 The agreement created under this Agreement will not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for under this Agreement. Neither the Participant, nor WMS Congress will have, nor represent that they have, any authority to make any commitments on the other party's behalf.
- 11.6 If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and will not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

12. Applicable Law and Jurisdiction

- 12.1 This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 12.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

WMS 2023 Code of Conduct: <https://www.wms2023.com/page/code-of-conduct>