



## User Terms of Service

By using the TechChill Service, you (a User) agree to these Terms of Service. Please read the following Terms of Service carefully before using the TechChill Service. If you do not agree with the Terms of Service, please do not use the TechChill Service. These Terms of Service apply to any use of the TechChill Service. A more detailed description of the TechChill Service and information on system requirements available at [www.techchill.co](http://www.techchill.co) If you register as a company, association or any other legal entity, you represent and warrant that you are authorized to bind the entity into these Terms of Service.

### 1 Definitions

“Partner” means a company or other partner who has signed a partner agreement with TechChill.

“TechChill” means TechChill Foundation, TechHub Riga, Sporta 2, Riga LV-1013, Latvia, company registration number – 4008357927.

“TechChill Service” means TechChill website TechChill.co and other additional locations as mentioned at techchill.co

“User” means a natural or legal person using the TechChill Service.

### 2 Identity of TechChill

Name:	TechChill Foundation
Trade name:	TechChill
Geographical and correspondence address:	TechHub Riga, Sporta 2, Riga LV-1013, Latvia
Registration number	4008357927
E-mail address:	info@techchill.co

### 3 Description of the TechChill Service

- 3.1. TechChill Foundation organizes the Baltic’s leading startup conference – TechChill (hereinafter referred to as the “Event”).
- 3.2. TechChill Ticketing Platform is a digital service built by TechChill Foundation. TechChill Platform is used as a ticketing and registration system for Event.

### 4 User Accounts

- 4.1. In order to use the TechChill Service, the User must create an user account by following the registration instructions in the TechChill Service. The TechChill Service credentials are personal. The User shall ensure that any user account credentials and equivalent information required to access the user account of the User are kept confidential and used in a secure manner not accessible by third parties.
- 4.2. Where it is suspected that any unauthorized person has become aware of a User’s user account credentials or has access to the user account of the User, the User shall immediately inform TechChill thereof. The User shall be responsible for any use of the TechChill Service and any activity under the user account of the User.



## **5. Intellectual Property Rights**

- 5.1. All Intellectual Property Rights in or related to the TechChill Service and thereto related documentation and all parts and copies thereof shall remain exclusively vested with and be the sole and exclusive property of TechChill and/or its subcontractors/licensors. "Intellectual Property Rights" shall mean copyrights and related rights (including database and catalogue rights and photography rights), patents, utility models, design rights, trademarks, tradenames, trade secrets, know-how and any other form of registered or unregistered intellectual property rights.
- 5.2. These Terms of Service do not grant you any Intellectual Property Rights in the TechChill Service and all rights not expressly granted hereunder are reserved by TechChill and its subcontractors/licensors.

## **6. Additional Provisions for use of the TechChill Service**

- 6.1. The User shall observe all applicable rules and regulations when using the TechChill Service.
- 6.2. By agreeing to use of TechChill Services, you also agree to follow the Code Of Conduct, published on [www.techchill.co](http://www.techchill.co) website.
- 6.3. We are constantly developing the TechChill Service and we may change or remove different parts of the TechChill Service, including features available in the TechChill Service in part or in whole.
- 6.4. By using the TechChill Service, the User may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. TechChill generally does not review content provided by the Partners. TechChill is not responsible for third parties' (including the Partners') content or information or for any damages arising as a result of the use of or reliance on it.
- 6.5. You shall be responsible for obtaining and maintaining any devices or equipment (such as telephones) and connections needed for access to and use of the TechChill Service and all charges related thereto.
- 6.6. The User will not: (i) use or attempt to use another person's TechChill account without consent of that other person; (ii) copy, modify or create derivative works of the TechChill Service or any related technology; (iii) reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the TechChill Services or any related technology, or any part thereof; (iv) remove any copyright, trademark or other proprietary rights notices contained in or on the TechChill Service; (v) remove, cover or obscure any advertisement included on the TechChill Service; (vi) collect, use, copy, or transfer any information obtained from the TechChill Service without the consent of TechChill; (vii) use bots or other automated methods to use the TechChill Service; (viii) create a TechChill account using a fake identity or an identity of another person; and (ix) access the TechChill Service except through the interfaces expressly provided by TechChill, such as the TechChill Platform and TechChill Website.
- 6.7. TechChill is entitled to remove a User from the TechChill Service with immediate effect and/or refuse if the User abuses the TechChill Service or causes any harm or detriment to the use of the TechChill Service or TechChill.
- 6.8. TechChill shall process any personal data collected from the User in accordance with the TechChill Privacy Statement.

## **7. Term and termination**

- 7.1. These Terms of Service are in force as a binding agreement until further notice as long as the User is using the TechChill Service.
- 7.2. The user can discontinue the use of the TechChill Service at any time. TechChill can discontinue providing the TechChill Service permanently or temporarily at any time.



## **8. Limitation of Liability**

- 8.1. The following section is only applicable to non-consumer Users of the TechChill Service: Under no circumstances shall TechChill be liable to the User for any indirect damages, including lost profits, lost sales or business, lost data or business interruption, or for any direct damages in excess of the amounts actually retained by TechChill from the User in the three (3) months preceding the event giving rise to the claim.
- 8.2. TechChill will not be liable for any loss injury or damage to any person or property howsoever caused. TechChill will not be responsible for any tickets that are lost or stolen. Each participant must make provision for his or her own insurance.
- 8.3. TechChill reserves the right to refuse admission to any event or conference for any behavior, which it deems unacceptable, or for breach of the terms and conditions.

## **9. Applicable Law and Dispute Resolution**

- 9.1. These Terms of Service shall be governed by and shall be construed in accordance with the laws of Latvian Republic. Any dispute, controversy or claim arising out of or relating to these Terms of Service, or the breach, termination or validity thereof that cannot be agreed upon by means of negotiation between the parties shall be finally settled by arbitration in accordance with the Latvian Republic arbitration law. The place of arbitration shall be Riga, Latvia.

## **10. Amendments**

- 10.1. These TechChill Terms of Service are subject to amendments.
- 10.2. TechChill shall publish the amended TechChill Terms of Service at the TechChill Website and shall inform the User that the TechChill Terms of Service have been amended on the TechChill Service or by email to the email address submitted to the TechChill Service by the User. If the User does not agree to any amended TechChill Terms of Service, he/she shall discontinue the use of the TechChill Service.

## **11. Assignment**

- 11.1. TechChill shall be entitled to assign all or any of its rights or obligations hereunder in whole or part to an affiliate or successor or to a purchaser or acquirer of its business assets relating to TechChill Service without the User's prior consent.
- 11.2. The User shall not be entitled to assign any of its rights or obligations hereunder in whole or part.

## **12. Prices**

- 12.1. All prices indicated on the techchill.co website are in euros and include Latvian VAT 21%.

## **13. Refund and cancelation policy**

- 13.1. All tickets are non-refundable. However, it is possible to re-assign the ticket to a third party if the ticket has been fully paid. Ticket holder name, company or any other information can be changed by each ticket holder after logging in to techchill.co attendee account. Each new ticket holder will then receive the confirmation e-mail. Please note that changes to ticket holder details can be made only until 10 days prior to the event.
- 13.2. The tickets purchased are for your own personal use or that of your business and may not be re-sold or transferred for commercial gain under any circumstances. In case of re-sale or attempted re-sale of any tickets (or any other breach of this term), TechChill reserves the right to cancel the relevant tickets with immediate effect.



#### **14. Terms of payment**

- 14.1. TechChill online store accepts only euros and uses the payment systems of Swedbank AS and Mollie.
- 14.2. TechChill may request verification of payment for the purpose of resolving possible disputes about the purchase.
- 14.3. TechChill reserve the rights to due diligence the startups, and refund their money if they do not classify as a startup, or ask to pay the difference to general pass price (to the price of the purchase date).

#### **15. Entering the event**

- 15.1. After purchasing a ticket for TechChill conference you will receive an automatically generated purchase confirmation with a request to assign the ticket to the event attendee. After assigning your ticket, you will be issued a badge that will grant access to Event.
- 15.2. Event badge can be collected upon arrival at the event or beforehand. More information on collecting the badge will be sent to the eventattendees.
- 15.3. When picking up the badge, the customer must present the e-mail ticket as well as a valid ID.

#### **16. Event cancellation, postponement & substitution policy**

- 16.1. While speakers and topics are confirmed at least 1 month before TechChill conference, circumstances beyond the control of the organizers may necessitate substitutions, alterations or cancellations of the speakers and/or topics. As such, TechChill reserves the right to alter or modify the advertised speakers and/or topics if necessary without any liability to you whatsoever. Any substitutions or alterations will be updated on our web page as soon as possible.
- 16.2. If the event is being cancelled due to unforeseen circumstances (force majeure), ticket buyers will be refunded the total price of the purchased ticket(s). TechChill Foundation does not hold itself liable for any other expenses incurred.
- 16.3. In case of rescheduling TechChill conference, tickets may be returned by a deadline to be determined by TechChill.