

TERMS AND CONDITIONS

1. Acceptance of Terms

1.1 By accessing the StartupXchange website, you declare that you have understood and accept the following terms and conditions. StartupXchange exclusively signs contracts, which are subject to these General Terms and Conditions. Every contractual party (including any purchaser of a ticket or registering for an event or conference organized by StartupXchange) agrees to comply with and be bound by these terms and conditions. StartupXchange reserves the right to amend and/or remove these terms and conditions as well as any other information or content on the website at any time, without prior notice.

2. Data Privacy Protection

2.1 The parties recognize that StartupXchange is organizing global networking events, which rely on the names of its participants. Therefore, StartupXchange is allowed to publish and further process retrievable public data, as well as the data of every user provided within the context of a contract (or registration). Users agree to receive both written and electronic newsletters and other information from StartupXchange. Cancellation of data usage is enabled through email notification.

3. Prices and Re-scheduling

3.1 The ticket prices of tickets, stalls, and rooms on the StartupXchange website are exclusive of GST (Goods & Services Tax).

3.2 The tickets purchased are for your own personal use or that of your business only and may not be re-sold or transferred for commercial gain under any circumstances. Any re-sale or attempted re-sale of any tickets (or any other breach of this term) may result in the cancellation of the relevant tickets with immediate effect.

3.3 If the event is being rescheduled, the tickets remain valid. Ticket holders will be eligible for a refund. If the event is being canceled due to unforeseen circumstances (force majeure), ticket holders will be refunded the price of the ticket against the receipt. StartupXchange does not hold itself liable for any other expenses incurred, except in cases of intentional acts or omissions or gross negligence. StartupXchange strives to notify its customers of force majeure cases as quickly as possible.

3.4 StartupXchange is not responsible for any loss or damage as a result of a substitution, alteration, cancellation, or postponement of an event. As such, StartupXchange reserves the right to alter or modify the advertised speakers, topics, and/or formats as well as date, time, and location of the events, without any liability whatsoever. Any substitutions or alterations will be updated on our web page as soon as possible.

3.5 In the case of either the event date or location (platform) being changed, in general, tickets remain valid.

4. Payment

4.1 StartupXchange uses third-party providers to provide secure online payment services. The use of those services is subject to their own terms and conditions and privacy policy (provided on their own websites).

4.2 StartupXchange may request verification of payment for the purpose of resolving possible disputes about the purchase.

5. Non-disclosure Agreement

5.1 "Confidential Information" shall mean any oral, written, visual, and/or other tangible forms of information, material, or know-how regarding any data, process, business plan, specifications, technique, program, business information, or other proprietary information relating to StartupXchange and/or its affiliated entities, and disclosed, directly or indirectly, by StartupXchange. Every contractual partner of StartupXchange (including every registered user) shall hold in confidence the Confidential Information and shall not disclose such information to any third party, even under a respective secrecy agreement between the contractual partner of StartupXchange and such third party, and shall not use such information for its own benefit or the benefit of any third party without the prior written consent of StartupXchange.

6. Liability

6.1 StartupXchange will not be liable for any loss, injury, or damage to any person or property howsoever caused during events. StartupXchange will not be responsible for any tickets that are lost or stolen. Each participant must make provision for their own insurance.

6.2 StartupXchange reserves the right to refuse admission to any event or conference for any behavior, which it deems unacceptable, or for a breach of the terms and conditions.

6.3 StartupXchange guarantees to provide the online event platform in a professional manner. Failures in the provision or an interruption of the event shall not result in a claim for reimbursement of the ticket price or any other claim of the participant unless StartupXchange has caused the defect in the provision through gross negligence or intentionally.

6.4 During all StartupXchange Events, audio, picture, and video recordings of attendees are free of charge and can be used unlimited spatio-temporally for press reports, advertising, posters, calendars, brochures, commercial products, and manuals, and on StartupXchange websites as well as third-party websites. The rights of use by StartupXchange can also be given to third parties both free of charge and against payment.

7. Miscellaneous

7.1 Should one or more provisions of these terms and conditions be deemed invalid in whole or in part, this shall not affect the validity of the remaining provisions hereof.

7.2 These terms and conditions and all contractual relationships with StartupXchange shall be governed exclusively by law unless otherwise contracted. The contract language is English.

7.3 We may, at any time, and at our sole discretion, modify these Terms and Conditions, including our Privacy Policy, with or without notice to the User. Any such modification will be effective immediately upon public posting. Your continued use of our Service and this Site following any such modification constitutes your acceptance of these modified Terms.