



Ticket Purchase Agreement

PREAMBLE

WHEREAS This Agreement governs the purchase of tickets provided to you by Ataccama Corp U.S. ("Entrance Tickets"), whether online or in-person (the "Services").

WHEREAS Your purchase of Entrance Tickets through either a reputable website and/or on-site is subject to the terms and conditions of this Agreement.

WHEREAS By purchasing Entrance Tickets through the Services you agree to be bound by this Agreement.

PARTIES

The parties to the Agreement (the "Parties") are:

Ataccama Corp U.S.

– AND –

You (also referred to as the "Customer", and may be written as "You" or "you")

ORDER CONFIRMATION

The purchase of Entrance Tickets grants you the revocable license to attend the event described on the Entrance Ticket or its confirmation (the "Event"). No other relationship between the Parties, either expressed or implied, is created by your purchase of the Entrance Tickets.

Once your order is confirmed and your payment completed, you will receive a confirmation page and/or email indicating a confirmation ticket and/or QR Code (the "Order Confirmation"). You must keep your Order Confirmation on hand and secure in order to enter into any relevant Ataccama event.

If, for any reason whatsoever, you do not receive a confirmation QR Code, or if you receive an error message or encounter a service interruption while you are completing the purchase of Ticket(s), it is your entire responsibility to contact our Customer Service Department at summit@ataccama.com to confirm whether your order has been properly processed.

You are solely responsible for any problem that may occur during the purchase of Ticket(s). In such case, Ataccama shall not be responsible for any loss (monetary or otherwise) that may result from any problem occurring during the purchase of Ticket(s) through their website, including, without limitation, the failure of a transaction to be completed or confirmed, whether through the actions of Ataccama and /or its related entities, or a third party.

PAYMENT OBLIGATION

By accepting the terms of this Agreement, you agree to pay the full price of the Entrance Ticket(s) ordered, including any applicable taxes and delivery, convenience, and other fees, as described on the Order Confirmation.

Ticket(s) prices for events that occur in the United States of America are stated in American USD.

TERMS AND CONDITIONS

You must review your Entrance Ticket selection before you submit and confirm your order. Subject to the provisions below for an event canceled and/or postponed, there are no exchanges or refunds once the Entrance Tickets have been purchased.

Cancellation

Cancellations made one month prior to the start of the conference will be refunded less 50% administration charge. Refunds will be made after the conference. Cancellations made within one month of the conference start date will receive no refund. Substitutes are accepted up to 3 days before the conference. Any cancellation will be accepted latest one month before the event and should be informed in written form

Force Majeure

While every reasonable effort will be made to adhere to the advertised package, Ataccama reserves the right to change event dates, sites, or location, omit event features or merge the event with another event as it deems necessary without penalty and in such situations no refunds, part refunds, or alternative offers shall be made (including, but not limited to any force majeure occurrence) and provided that the event is not postponed to a later date nor is it merged with another event, the client shall receive a credit note for the amount that the client has paid to such a permanently canceled event. No refunds, part refunds, or alternative offers shall be made.

Copyright

All Intellectual Property rights in all materials produced or distributed by Ataccama in connection with this event are expressly reserved and any unauthorized duplication, publication or distribution is prohibited.

Right to Cancel Tickets, Refuse Access

Ataccama reserves the right to cancel any Ticket(s) or order of Ticket(s) through this website without refund or compensation and to institute legal proceedings against you if you breach any provision of the Agreement or this website.

Limitation of Liability

By accepting the terms of the Agreement, you assume all risk, liability and responsibility for any and all damages of any nature suffered by you, including, without limitation, bodily harm and loss of property incurred during or in connection with the event. Furthermore, you hereby waive any and all rights to claim damages, monetary or otherwise, or to institute civil, criminal, administrative or legal proceedings against Ataccama, its affiliates and other related entities or their directors, officers, administrators, employees, representatives and all other persons acting on behalf of Ataccama, resulting from any cause whatsoever arising either before, during or after the event.

In certain cases, applicable laws may not allow the limitation of liability set forth above, so this limitation of liability may not apply in such particular cases. If any part of this limitation of liability is found to be invalid or unenforceable for any reason, then Ataccama's aggregate liability (and that of its affiliates and other related entities or their directors, officers, administrators, employees, representatives and all other persons acting on behalf of Ataccama) under such circumstances for liabilities that otherwise would have been limited shall not exceed fifty Canadian dollars (CAN\$50).

Indemnification

You hereby agree to indemnify and hold harmless Ataccama, its affiliates and other related entities, their directors, officers, administrators, managers, employees, representatives and all other persons acting on behalf of Ataccama from and against any and all claims, actions, damages or other demands, including, but not limited to, reasonable costs and expenses of litigation such as counsel fees, arising from or relating to your purchase of Ticket(s) (including, without limitation, relating to your presence at the event and to any of your act or omission before, during or after the event).

Applicable Laws and Exclusive Jurisdiction

The Parties hereby agree that this Agreement shall be governed by and interpreted according to the laws applicable within the state of New York in force at the time, without regard to conflict of law provisions. Furthermore, the Parties hereby elect to submit to the exclusive jurisdiction of the Courts of the state of New York, in the Judicial District of New York, in respect of any action or proceeding arising out of or related to the Agreement. However, the foregoing clause is in force without prejudice to the rights of Ataccama to obtain any protective proceeding such as an injunction from any competent court having jurisdiction.

Where a Court of competent jurisdiction declares a portion of the Agreement invalid or unenforceable, the remainder of the Agreement shall remain in force. The headings in the Agreement are provided for clarity only and do not form an integral part of the Agreement. Where you have read the Agreement in English, the Parties agree that the Agreement shall be drawn up in the English language.

Processing of Your Data

The processing of your personal data is governed by the [Ataccama Privacy Policy](#).

1. **Uploaded data.** In relation to the personal data uploaded by you for the sole purpose of having them analyzed by our service, we act as a data processor, as defined by the EU General Data Protection Regulation 2016/679 (hereinafter "GDPR"). Upon your request, we provide the technical means for data processing to get expected outputs. This section presumes that data files uploaded to our service will contain personal data, as defined by GDPR. To the extent uploaded files do not contain such personal data, this section does not apply.
2. **Processing.** We ensure that we undertake all reasonable actions that are required to:
 - process the data only according to your instruction;
 - set sufficient technical and organizational measures in order to protect data we process against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against other unlawful forms of processing;
 - comply with our other obligations set out by GDPR, including conclusion of data processing agreements where necessary;
3. We are not liable for any damages if you use our services and upload the data contrary to these Terms.