

General Terms and Conditions

Applicable for events produced by Mountain Path SAS

RECITALS

Mountain Path SAS sells services in relation to the registration of participants at paid events organized and/or produced by them and/or their partners. These terms and conditions apply for the sale of services offered on this website.

All orders for the provision of a service offered on the www.mountain-path.com e-commerce website are subject to prior acceptance of these terms. Therefore, customers acknowledge that they are fully aware that their acceptance of the content of these terms and conditions does not require the manual signing of this document, in so far as the customer wishes to order online the services presented on the e-commerce website. By double clicking on the purchase order customers effectively enter an electronic signature which has the same value as a handwritten signature between the parties.

Mountain Path SAS advises customers to save and/or print these terms and conditions and store them safely in order to be able to invoke them at any time during the contract if necessary.

These general terms and conditions define the contractual agreement:

BETWEEN:

Mountain Path SAS, whose head office is located at 145 chemin de l'abreuvoir, 74310 Les Houches - FRANCE, registered on the Annecy R C S under number 832 711 402, Hereinafter referred to as "We/Us";
On behalf of www.mountain-path.com, Mountain Path's online registration platform,

Hereinafter referred to as the "Website";

AND

Any natural or legal person visiting or making a purchase on the Website for themselves or for a third party, hereinafter referred to as "You";

ARTICLE 1. ENTIRETY

These terms represent all of the parties' obligations. Therefore, You are deemed to have agreed unreservedly to all the provisions of these terms and conditions. These terms and conditions will prevail over all other terms.

ARTICLE 2. ORDERS

2-1 The information on the Website does not constitute an offering in the legal sense of the term. Therefore only orders made between You and Us constitute such an offering.

2-2 All internet users can read the terms and conditions on the Website. Therefore, any order implies your full and unreserved acceptance of the conditions set out in this contract. You are notified of these terms during the order validation process and each order is registered subject to their acceptance. Anyone purchasing a service on the Website therefore acknowledges that they are perfectly familiar with these terms and shall refrain from denying such knowledge in the event of a dispute.

- These terms are potentially subject to change and it is understood that the terms and conditions in force at the time at which the order is taken shall apply.

- In the event of a dispute, an amicable solution will be sought and, failing that, any claim of any kind

shall always come under the exclusive jurisdiction of the courts in the country where Mountain Path is domiciled and will therefore be subject to French law.

2-3 To purchase a service You must fill out the online registration form on the event Website, where all your necessary contact details will be requested;

2-4 After accepting the terms and conditions and validating them, We will send You an e-mail confirming Your order to the email address that You gave US when creating your profile or when ordering. This email is our acceptance of your order and thus constitutes the sales agreement between Us and You, subject to the terms and conditions set out in this contract. We will then process the order in accordance with the terms of this contract.

ARTICLE 3. PRICES

3-1 The prices displayed on the Website are given:

- - in Euros [EUR] and include all taxes applicable in France,
- - in Euros [EUR] and exclude taxes for countries other than France.

3-2 The price displayed on the Website at the time of your order is guaranteed.

3-3 The registration fee includes:

- Access to the entire program of the event;
- The provision of all official documentation;
- Coffee breaks, lunches and dinner for each participant plus one person accompanying them;
- The outside social activities program.

Please kindly note that accommodation and travel are not included in the registration fee and must be booked separately.

ARTICLE 4. PAYMENT METHODS

Different payment methods are offered on the Website during the validation of your order to let You pay for your orders easily and safely:

4-1 - By bank transfer (bank charges borne by the customer only) using the following information: Bank: Crédit Agricole - 152 Avenue Muchel Croz, 74400 Chamonix - FRANCE
Beneficiary: Mountain Path SAS – 145 Chemin de l'Abreuvoir, 74310 Les Houches - FRANCE
Account No.: 96749798219

IBAN: FR76 1810 6000 2296 7497 9821 928 BIC/SWIFT: AGRIFRPP881

For payments by bank transfer, your order will be confirmed to You when the transfer reaches our bank account. The unique identification code provided by the booking system must be given as a reference to provide the source of payment.

4-2 - By debit card online (secure SSL payment using the following cards: Visa, Eurocard, Mastercard). You will be asked to enter your card number, expiry date and CVV number. Transactions are processed by Aduno, a secure payment operator in Europe certified by Visa and Mastercard.

PLEASE NOTE that We do not accept cheques.

An email will be sent to You confirming your payment to Mountain Path SAS.

ARTICLE 5. CONDITIONS AND TIMELINES FOR EXERCISING RIGHT OF WITHDRAWAL

5-1 In accordance with French law, anyone placing an order on the Website has a period of 7 [calendar] days to assert their right of withdrawal as of the date of acceptance of the sales agreement, i.e. the date that your basket is validated and that the e-mail is sent to confirm that We have received your order.

5-2 If your withdrawal request does not meet the conditions set out in this contract We shall be entitled to demand full payment from You for the service(s) ordered.

ARTICLE 6. CANCELLATION AND REFUND POLICY

6-1 Your order may be cancelled under the following conditions:

- Refund without charge for cancellations made up to 60 days before the start of the event.
- 50% of your order amount will be charged for cancellations made up to 30 days before the start of the event.
- The total order amount is due and will be charged for any cancellation made 30 days or less prior to the event.
- Participants may be substituted free of charge but We reserve the right to validate their participation to ensure that they meet our selection criteria.

All cancellations must be sent by email to summitofminds@mountain-path.com or by post to the following address:

Mountain Path SAS
Service clients
145 Chemin de l'Abreuvoir
74310 Les Houches
FRANCE

Receipt of claims by e-mail cannot be guaranteed by Us. A return receipt shall be necessary in the event of disputes.

6-2 Cancellation of the event by Mountain Path SAS

We may cancel or postpone an event if the number of participants for the event in question is insufficient. Up until the registration deadline We shall bear all the risks associated with the event not taking place and particularly the sole burden of any costs incurred in anticipation of the event. Should the event be cancelled or postponed participants will be notified by email and will not be entitled to any compensation or indemnity whatever the reason for the cancellation or postponement. Only registration fees collected at the time of order will be refunded.

6-3 Force Majeure

If, due to force majeure or any event beyond our control, it is impossible to use the necessary premises or maintain the program of the event, making it impractical to do all that needs to be done to organize the event properly, We may cancel at any time, notifying participants by email and the latter will not be entitled to any compensation or indemnity whatever the reason for such a decision. Only registration fees collected will be refunded.

ARTICLE 7. LEGAL INFORMATION

7-1 Legal Notice

The Website is Mountain Path's online registration platform for participants to register for paid events. If You have any comments or questions about the Website, You can contact Us by sending an email to summitofminds@mountain-path.com or by writing to Us at the following address:

Mountain Path SAS
Service clients
145 Chemin de l'Abreuvoir
74310 Les Houches
FRANCE

7-2 Permission to access the Website

You may access and use the Website solely for personal purposes, and without express written consent from Us and under penalty of prosecution, You are not authorised to use it or any of its content for commercial purposes or for any other activity that may be damaging to Us.

7-3 Applicable Law

All clauses in these terms and conditions and in the relevant purchase and sale transactions are subject to French law.

7-4 Liability

- We shall ensure that our entire team will do everything possible to provide You with the best possible quality of service.
- Despite our vigilance and every precaution that We have taken with our partners to enable You to take advantage of the services We offer, We are unable to guarantee avoiding disruptions in the functioning of the various parts of the Website.

Therefore:

- We accept no liability for direct or indirect damages resulting from access to or use of the Website or parts of it and We accept no liability resulting from the inability to access or use it.
- Similarly, We are not responsible for any risks associated with the installation of software to view the Website or for any damages resulting from transmission errors, technical defects, overload or disruptions in communication.
- Furthermore, You alone are liable for orders for services that are illegal in Your country or subject to prohibition on its territory, and as such we cannot be held liable.

7-5 Protection of personal data

- Whatever the nature of personal data concerning You that We receive, either that We are entitled to ask from You under this contract or that We collect automatically, We will strive to process such data with the utmost confidentiality, protect it and use it for the sole purpose of carrying out Your requests or improving services which may be offered to You on the Website.

- However, You can exercise your right to access, rectify or object to this data at any time in your customer account by sending Us an e-mail to summitofminds@mountain-path.com

- The hosting server of all data is situated in Switzerland.

7-6 Copyright and Credits

The design, form, title and all content of the Website are the sole property of Mountain Path SAS, with the exception of content that comes under specific agreements with our partners and whose copyrights are duly explicit on the Website where they appear. Therefore:

- You are under no circumstances allowed to copy, save, reproduce or print such content for any other use than to let You complete your purchases on the Website as part of this contract.
- We and our partners reserve the right to take action against You if any of this content (image, text, codes, etc.), whether Mountain Path or one of its partners is the owner, is used without our express

written consent or the express written consent of our partners for content that concerns them, for purposes other than those specified in this contract.

- The publication on the Website of reviews, notifications and any other content that You may send Us for this purpose remains at our discretion.

- In the event of publication, You hereby grant Us the right to use, reproduce, modify or remove such content as We deem necessary, content whose copyright You are required to own.

- Failing this, if We were to be sued by a third party owing to content that You released to Us, You would be required to pay compensation to Us to the amount of damages that We suffer.

ARTICLE 8. GOVERNING LAW AND JURISDICTION

These general terms and conditions are governed by French law. The place of jurisdiction is Annecy. Chamonix, January 2018