

Birkman Conference

Terms & Conditions

These terms of use (terms) explain our obligations as a service provider and your obligations as a customer. Please read them carefully.

This page describes the terms and conditions that govern your use of this website (the “Site”), including all information, documents, communications, files, text, graphics and software available through the Site (collectively, the “Materials”) and all services offered through the Site by Birkman International, Inc. (“BI” or “we”), the owner of the Site, or by third parties (the “Services”).

1. We provide a information about our annual conference via our website at and subdomains of <http://birkmanconference.com> (**website**), which enables you to register and manage your conference registration (**services**).
2. These terms are binding on any use of the services and website by you and apply to you from the time that we provide you with access to the services. Our website terms and conditions and [Privacy Policy](#) (**website terms**) also apply.
3. We can change these terms at any time and from time to time, and such changes will become effective immediately upon posting. It is your responsibility to review these Terms of Use prior to each use of the Site and by continuing to use this Site, you are agreeing to any changes. You cannot change these terms except with our prior written consent.
4. In addition, we may change, suspend or discontinue any content, feature or aspect of the Site, the Materials or the Services at any time, and from time to time, without notice or liability.

What you get

5. You become a registered conference attendee once you submit your information.
6. In providing User Information, you agree to provide accurate and complete information about yourself as required by the appropriate registration form and to maintain and update your User Information in order to keep it current, complete and accurate.
7. You will receive a printed agenda, conference presentation slides, and session materials following the conference.

Payment methods

8. You must only use the service and website for your own lawful purposes, in accordance with these terms and any notice sent by us or condition posted on the website.
9. Funding instruments. We want to make payments convenient, so we allow you to fund your transactions using a number of different sources, like credit cards and debit cards upon checkout. When you make a purchase on our website, you agree to provide a valid funding instrument that is accepted by our website.

10. Authority. When you provide a funding instrument to us, you confirm that you are legitimately authorized or permitted to use that funding instrument. When you fund a transaction, you authorize us (and our designated payment processor) to charge the full amount to the funding instrument you designate for the transaction. You also authorize us to collect and store that funding instrument, along with other related transaction information for processing purposes.
11. Authorization. If you pay by credit or debit card, we may obtain a pre-approval from the issuer of the card for an amount, which may be as high as the full price of your purchase. We will bill your card at the time the transaction is settled, or shortly thereafter. If you cancel a transaction before completion, this pre-approval may result in those funds not otherwise being immediately available to you.
12. Failed funding. If you fund a payment by debit card and your transaction results in an overdraft or other fee from your bank, you alone are responsible for that fee.
13. You agree that your conference is not confirmed until we receive full payments from you for the purchased course(s). You can't withhold payment or claim any set-off without getting our written agreement.

What you need to do

14. You need to:
 1. make sure you always give us your correct contact and billing details, particularly if these change;
 2. follow these terms, the website terms and other agreements you have with us;
 3. make sure that you comply with all laws, regulations, ordinances and other rules that relate to your use of the website, the service and any courses you develop.

What we don't let you do

15. You can't:
 1. assign or transfer any rights you have under these terms to any other person without getting our written agreement;
 2. do anything that would damage or disrupt our website or a service or anyone else's use of our website or a service;
 3. use our website or a service, including, without limitation, any communication tools available through the website such as Skype, any forum, chat room or message center:
 - a) to upload material or data in violation of any law (including to breach copyright or other intellectual property rights held by us or anyone else which you do not have the right to use);
 - b) to send unwelcome communications of any kind to anyone (e.g. spam or chain letters);
 - c) to abuse, defame, threaten, stalk or harass anyone;

- d) to publish, post, upload or distribute unsuitable, offensive, obscene or discriminatory information of any kind;
- e) for running any network scanning software, spiders, spyware software, robots, open relay software or similar software;
- f) to upload anything or otherwise introduce any viruses, worms, trojan horses, time bombs or bots or any other damaging items which could interfere with our, or anyone else's, network or computer system;
- g) for using any software or device which may hinder the services (like mail bombs, war dialing, pinging, etc.);
- h) to attempt to gain unauthorized access to any services other than those to which you have been given express permission to access; or
- i) for using a false identity to try to trick anyone for any reason.

Termination and Refund Policy

16. You may terminate your access to the website and your conference registration at any time by sending an email to support@birkman.com. You will receive a refund less \$199 up to 30 days before the start of the event. Should you cancel less than 30 days before the start of the event, no refund will be provided.

Communication Conditions:

17. When you make any communication on the website, you represent that you are permitted to make such communication. We are under no obligation to ensure that the communications on the website are legitimate or that they are related only to the use of the services. You agree to indemnify and defend us from any claims, demands or lawsuits of any kind arising from your communications on the website.
18. As with any other web-based forum, you must exercise caution when using the communication tools available on the website. However, while we are not obligated to, we have the right to remove any communication at any time.

Disclaimer

19. WE DON'T GIVE YOU ANY WARRANTY OR UNDERTAKING ABOUT THE SERVICES OR THE WEBSITE AS THEY ARE PROVIDED "AS IS". TO AVOID DOUBT, ALL IMPLIED CONDITIONS OR WARRANTIES ARE EXCLUDED AS MUCH AS IS PERMITTED BY LAW, INCLUDING (WITHOUT LIMITATION) WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE, TITLE AND NON-INFRINGEMENT.
20. We will try to give you access to our website all the time but we do not make any promises or provide you with a warranty that our website or the services will be without any faults or interruptions; be secure or private or that it won't have any viruses or other similar nasty things.
21. Whilst we intend that the services should be available 24 hours a day, seven days a week, it is possible that on occasions the website or services may be unavailable to

permit maintenance or other development activity to take place. If for any reason we have to interrupt the services for longer periods than we would normally expect, we will use reasonable endeavors to publish in advance details of such activity on the website.

22. Information on our website will change regularly. We will try to keep our website up to date and correct but again we do not make any promises or guarantees about the accuracy of the information on our website.
23. We do not warrant that the services will meet your requirements or that they will be suitable for any particular purpose. It is your sole responsibility to determine that the services meet the needs of your business or otherwise and are suitable for the purposes for which they are used.
24. We also aren't legally responsible for:
 1. any corruption or loss of data or other content which you or anyone else may experience after using our website, or any problems you may have when you view or navigate our website;
 2. devices or equipment that we do not own or have not given you;
 3. if you do not follow our instructions or these terms or the website terms;
 4. any actions or non-actions or other people which disrupts access to our website including the trainees;
25. You warrant that if you are accessing and using the services for the purposes of a business then, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction do not apply to the supply of the services, the website or these terms.
26. You agree not to do or omit to do anything which gives rise to any liability on your part or our part under any legislation or omit to do anything which would avoid that liability. This includes not making any representation or giving any guarantee, warranty or other undertaking to anyone including your trainees in relation to the services unless that representation, guarantee, warranty or undertaking is supplied by us.

Limitation of liability

27. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE (THIS INCLUDES OUR OFFICERS, STAFF AND AGENTS) ARE NOT LIABLE (UNDER ANY LEGAL THEORY) FOR DAMAGES, AND WE ARE NOT LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR LOSS OF PROFITS, LOSS OF DATA OR REVENUE, LOSS OF USE, LOST BUSINESS OR MISSED OPPORTUNITIES, WASTED EXPENDITURE OR SAVINGS WHICH YOU MIGHT HAVE HAD, DENIAL OF SERVICE OR ACCESS TO OUR WEBSITE, OCCURRING DIRECTLY OR INDIRECTLY FROM THE USE OR ABILITY OR INABILITY TO USE, OR RELIANCE ON, OUR WEBSITE, OR THE SERVICE. THE FOREGOING LIMITATIONS OF LIABILITY AND DISCLAIMERS OF DAMAGES WILL NOT APPLY TO OUR LIABILITY FOR BODILY INJURY, DEATH, OR PHYSICAL DAMAGE TO YOUR TANGIBLE PERSONAL PROPERTY ATTRIBUTABLE TO OUR MALICIOUS MISCONDUCT OR GROSS NEGLIGENCE. YOU SHALL INDEMNIFY US AGAINST ALL CLAIMS, COSTS (INCLUDING ALL OUR SOLICITOR'S COSTS), EXPENSES, DEMANDS OR LIABILITY,

DAMAGES AND LOSSES WITHER DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHERWISE, AND WHETHER ARISING IN CONTRACT, TORT (INCLUDING IN EACH CASE NEGLIGENCE), OR EQUITY OR OTHERWISE ARISING FROM YOUR, OR ANY OF YOUR TRAINEE'S, BREACH OF ANY OF THESE TERMS OR ANY OBLIGATIONS THAT YOU OR THEY MAY HAVE TO US.

28. If you are not satisfied with the services, then your sole and exclusive remedy is to terminate these terms, in accordance with the Termination section.

Intellectual Property

Our IP

29. We own or have the right to use the copyright, trademarks, design rights, moral rights, software and other similar rights (**intellectual property rights**) with respect to our website, the service, or the content licensed to you from BI, or content of a third party provider supplied to you by BI, (**content**) (**our IP**). You can't reproduce any of the content on our website, nor make derivative works of our IP, without getting our express permission in writing. You do not have any rights to our IP except granted under these terms or any other agreement you have with us.
30. You are not allowed to, and you can't let anyone else, copy, alter, distribute, display, license, modify or reproduce, reverse assemble, reverse compile (whether digitally, electronically, by linking, or in hard copy or by any means whatsoever) or use any of our IP without getting our permission first in writing, unless in order to use our website the way you are supposed to use it you need to copy, reproduce or use the IP.
31. You need to tell us straight away if you think someone has infringed our IP, or someone has threatened to or you suspect someone might. You also need to tell us as soon as you become aware that someone claims any use of our website infringes the rights of anyone else. If this happens you will need to do everything we ask you to reasonably do (we will pay for your costs) to help us pursue or defend any associated proceedings.

Your IP

32. You own, or warrant that you are authorized to use, the intellectual property rights in any data you submit to the website. However, your access to the data depends on you paying your monthly fees when due. You grant us a license to use, copy, transmit, store, and back-up your information and data for the purposes of enabling you and your trainees to access and use the services and for any other purpose related to provision of services to you.
33. You must maintain copies of all data inputted into the services. We adhere to best practice policies and procedures to prevent data loss, including a daily system data back-up regime, but do not make any guarantees that there will be no loss of data. It is also up to you to remove all data prior to you terminating these terms with us.

Information

34. We can use any information we have about you relating to your credit worthiness and give that information to any other person for credit assessment and debt collection purposes.
35. Your data is yours and is confidential until such time as it becomes public (through no fault of ours). We will not use it, disclose it or even look at it unless we have to for security or operational purposes (e.g. if it seems to be causing technical problems), or it breaches these terms or if we are required by law to do so (for example where we are legally required to disclose it).
36. We might however collect and keep information about you that you have given us or that we have gained from another source. You agree that we can use your information for dealing internally with requests, complaints and other customer activities, market and product research and to be able to give you promotional material on our other services and special offers. We may also add your name and logo to marketing material (press release, advertising, etc.) so long as you are a customer of ours.
37. We will collect your user information about your visits to our website to measure the amount of visitors to different parts of the site. We may gather more information if we are worried about security issues for example. If we have to by law then we might give any information or data to the authorities.
38. We keep all of the personal information and your data that we collect confidential to the same extent as our confidential information, and in compliance with all applicable laws (this includes your contact details). However you will no doubt understand that we cannot guarantee the security of any transmission.
39. We may use cookies or other devices to track your use of our website. That information will be kept by us but any information or data we hold will not be shared or sold for commercial purposes without your specific written permission.
40. You must not disclose or make our confidential information available to any person, or use the same for your own benefit, other than as contemplated by these terms.

Notices

41. You can contact us by writing to support@birkman.com or to any other email address notified by email to you by us, with copies of any legal notices sent to our parent company, Birkman International, Inc., 3040 Post Oak Blvd. Suite 1425, Houston TX 77026, Attention: General Counsel. If we need to contact you, we will email the email address you gave us when you set up our access to the services.

No Rights of Third Parties

42. A person who is not a party to these terms, including a trainee, has no right to benefit under, nor to enforce any, term of these terms.

Applicable Law

43. The Terms of Use will be governed by and construed in accordance with the laws of the State of Texas, excluding only its conflict of law provisions. Any action to enforce

these Terms of Use shall be brought in the federal or state courts located in Houston, Texas. If a court finds any part of these Terms of Use to be invalid illegal, or unenforceable, it will be requested to give effect to the intent reflected in that provision in a manner that most closely matches the intent of the original provision, and the remainder of the Terms of Use shall continue in effect and be enforceable in accordance with the original language set forth herein. Notwithstanding any of the foregoing, nothing in these Terms of Service will serve to preempt the promises made in BI's Privacy Policy, incorporated by reference herein.