Conference Registration and Attendance Terms and Conditions

Last Updated: July 1, 2020

THESE CONFERENCE REGISTRATION AND ATTENDANCE TERMS AND CONDITIONS (THESE "TERMS AND CONDITIONS") CONSTITUTE AN AGREEMENT BETWEEN YOU (HEREINAFTER REFERRED TO AS "REGISTRANT", "YOU" OR "YOUR") AND CARDEN JENNINGS PUBLISHING CO., LTD. (HEREINAFTER REFERRED TO AS "CJP", "WE" OR "OUR"), GOVERNING REGISTRATION FOR AND ATTENDANCE AND PARTICIPATION AT ANY LIVE OR VIRTUAL MEETING OR CONFERENCE ORGANIZED OR MANAGED BY CJP (HEREINAFTER REFERRED TO AS "CONFERENCE" IN THE SINGULAR AND "CONFERENCES" IN THE PLURAL).

As a Registrant for a Conference, you agree to comply with these Terms and Conditions, which may be modified from time to time by CJP and which shall apply to each Conference you participate in. <u>These</u> <u>terms and conditions contain important terms, including disclaimer of liabilities.</u>

The term "CJP Parties," as used herein, means, collectively, the owners, officers, directors, employees, consultants and contractors of CJP.

Conference Registration Payment:

- Acceptable payment methods are specified on the registration webpage for each Conference. Full payment must be received prior to the Conference in order to gain entry. You are responsible for any additional registration expense related to currency exchange rates or taxes.
- Your submission of a registration, whether online, or by email, telephone, or fax, constitutes your official registration and intent to attend the Conference.
- Online registration and payment processing are provided through a third-party payment processing service that uses encryption software to protect payment information and the transmission of Registrant data.
- Conference registrations may be reviewed by CJP to determine the accuracy of registration category selected by Registrants. Should CJP determine, in its sole discretion, that you selected the wrong registration category when you registered, you will be charged the difference in fees between the two categories.

Registration Cancellation and Refund Policy:

- CJP may establish specific terms and conditions for registration cancellation and registration payment refunds for a particular Conference by posting a notice of those terms and conditions on the Conference's registration webpage. Absent such notice, should we receive a written request to cancel your registration for a Conference within thirty-five (35) days of the date that you registered and paid for it, we will refund the registration fees that you paid for that Conference minus any amounts that we have already refunded or returned and a non-refundable \$100 administrative fee. Provided however, that if you register within forty-five (45) days or less of the date that the Conference starts and subsequently cancel your registration, you will not be eligible for any refund. All requests for registration cancellations and refunds should be emailed to: registration@cjp.com.
- Should CJP approve a refund for registration cancellation, we will credit the amount of the refund back to the credit card or other payment method you used to register or, if we are

unable to do that, we will, at our option, send you a check or wire payment for the amount of the refund.

- Canceling your registration for a Conference does not automatically cancel your hotel and travel reservations, and you are solely responsible for canceling those and for any associated costs.
- If you have questions regarding the Conference registration or cancellation processes, please contact us at: <u>registration@cjp.com</u>.

Conference Cancellation:

CJP may establish special terms for the cancellation of a particular live or virtual Conference by posting a notice of those terms on the Conference's registration webpage. Absent such notice, the following terms shall apply:

- Should CJP determine, in its own discretion, that acts of God, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, epidemic, pandemic, curtailment of or restrictions on transportation facilities, or other events beyond CJP's control (collectively "Force Majeure") make it unsafe, illegal, impossible or commercially impracticable to hold a live Conference, CJP shall, in its own discretion and as practical under the circumstances, have the right to either:
 - Deliver the affected Conference, within its scheduled dates, as an online event having an agenda substantially similar to that which was planned for the live Conference and carrying a similar number of CME credit hours, in which case your registration fee will be applied to this online Conference; or
 - Reschedule the affected Conference, in which case your registration fee will be applied to the rescheduled Conference. If you are unable to attend the rescheduled Conference, then you may, by providing written notification to CJP, apply the registration fee you have paid towards registration for another CJP Conference that is scheduled to be held within twelve (12) months from the start date of the affected Conference. CJP reserves the right to approve or deny such registration fee transfer requests. Should the registration fee being applied be lower than the registration fee for the alternative Conference you select, you will be charged the difference; or
 - Cancel the affected Conference altogether and refund all registration fees that you paid for that Conference.
- CJP may cancel a live or virtual Conference for reasons other than Force Majeure, in which case CJP will (i) send written notice of such cancellation, at least forty (40) days prior to the applicable Conference start date, to the email address you have provided in the Conference registration form, and (ii) refund all registration fees that you paid for such cancelled Conference.
- Except as specified above, CJP shall under no circumstances provide any cash refunds to Registrant or have any liability to Registrant as a result of the cancellation of a Conference, whether due to a Force Majeure event or for other reasons.

Data Privacy Statement:

- As part of the Conference registration process, CJP may collect certain personal information from you (the "Registration Information"). This information may vary, but typically includes information such as your name, email address, profession, employer, job title, areas of interest or specialization, and information necessary to process your payment for your registration. All Registration Information is voluntarily submitted by your entering data into online forms.
- When you attend a Conference, we may collect information ("Attendee Information") about you through recording the Conference and our usage of audience response systems, surveys, web conferencing technologies, or telephonic conferencing technologies.

- When you attend a virtual Conference, we may also collect, store and use certain, anonymous information known as "Clickstream Data" as you access and navigate the website for the Conference ("Website") and the software, and internet and mobile application-based services used to deliver the Conference, whether in real-time or on-demand (collectively, the "Services".) Clickstream Data may include the IP address of your computer, the Internet address of the site from which you linked to the Website or the Services (known as the referring URL), the date and time you access to the Website or the Services, what pages of the Website or the Services you visit and when, and the type of browser you use. We also may use session cookies, which are small text files placed on your browser that maintain information from page to page as you navigate the Website or the Services. Session cookies are automatically deleted when you close your browser. If you do not want session cookies stored on your computer you might be able to adjust your browser settings to refuse all cookies, including sessions cookies, although this may prevent you from using certain features of the Website and the Services.
- We are committed to protecting your privacy and we will not sell or lease your Registration Information and Attendee Information (collectively "Personal Information") to any third party.
- Except as described in this Privacy Policy, we will not disclose your Personal Information outside of the CJP and its affiliates without your consent. We may share aggregated Personal Information that does not identify any individual person with third parties.
- Although we will make all reasonable efforts to preserve your privacy, we may disclose your Personal Information:
 - to our business partners and agents, such as financial institutions, suppliers, hosting services providers, and technical support providers, as is necessary or required in connection with the operation, management, promotion and support of the Conference, in which case we will request that they maintain the confidentiality of your Personal Information in accordance with the Terms and Conditions;
 - to comply with any legal requirements or court orders, to defend any legal or administrative proceedings, or as we believe in good faith is necessary to comply with any laws or legal requirements;
 - to protect any individual's personal safety in an emergency situation;
 - to protect or defend our rights or property (including enforcement of our rights under the Terms and Conditions);
 - in connection with the sale of the equity or any of the assets of the Company, in which case we will require the buyer to maintain the confidentiality of Personal Information in accordance with the terms of the Terms and Conditions;
- By registering for a Conference, you agree to allow CJP and our business partners and agents to use your Registration Information and Attendee Information (collectively "Personal Information") for purposes of: (a) Conference registration; (b) notifications related to the Conference and Conference activities; (c) Conference-related production, support and management services; (d) analyzing Conference attendee interests in and interactions with Conference activities and content; (e) sending material related to Conferences that may be of interest to you; (f) marketing our Conferences through use of video; (g) providing recordings of and content from Conference attendees to those attending or participating in the Conference; and (i) publishing or distributing recordings of and content from Conference attendees to those attending or published by CJP.

Recording/Photographs at Conferences:

By attending a Conference, you acknowledge and agree that CJP or CJP's agents may capture video and

photographs at the Conference, and that CJP may edit and use any footage and photographs it captures at the Conference for marketing and any other lawful purpose in the ordinary course of its business. By your attendance and presence at such Conference: (i) you give CJP and its agents your unqualified consent to capture, record, use and publicize your voice, actions, likeness, and appearance, (collectively "Image") in any manner and media for purposes of promoting the Conference or other Conferences and of producing, publishing, displaying, promoting and distributing information and content from or about the Conference, without compensation or obligation to you or your heirs and assigns; and (ii) you acknowledge and agree that CJP will retain the exclusive right, title and interest (including all worldwide copyrights) to any such Images, free of any claims by you or any other person deriving any rights or interest from you.

Presentation Materials

Should you receive access to any audio or video recordings of Conference presentations or sessions, or to any other CJP or third-party content from the Conference (collectively, the "Conference Materials"), you agree that CJP is not liable for any information contained in the Conference Materials, and that you may use Conference Materials solely for your own internal, non-commercial purposes. Distribution of Conference Materials by Registrant without the prior written consent from CJP, including distribution by sales, copying, or posting on an intranet/internet, is expressly forbidden.

Conduct at Conferences:

You are expected to behave in a considerate, safe, respectful, and courteous manner towards everyone you engage with, whether online, at the Conference, or at the Conference venue. As such, you shall refrain from demeaning, discriminatory, abusive or harassing behavior and speech. You shall also abide by any health or safety policies established by CJP or the facility hosting the Conference, including, without limitation, policies designed to protect against the novel coronavirus (COVID-19) pandemic. Please alert the Conference's onsite management if you notice a situation that could be dangerous or is concerning.

If you are attending a virtual Conference, you agree that you will not (a) use the Website or the Services in any manner that is in violation of any applicable laws or any rights of any third party, (b) upload, post, transmit, distribute, submit, or otherwise make available via the Website or utilizing the Services, any advertisements, solicitations, or other unsolicited commercial communication, or engage in spamming or flooding, (c) upload, post, publish, transmit, reproduce, distribute or in any way use or exploit any content from the Conference for professional or commercial purposes, or (d) attempt to gain access to the account of any third-party user, or any other account other than your account.

Unacceptable behavior will not be tolerated at Conferences. If CJP management, in its sole discretion, determines that you have engaged in any unacceptable behavior or are in violation of these Terms and Conditions, then, you may, at CJP's sole discretion, be expelled from the Conference with no refund of registration fees or any other fees you have paid to participate in the Conference. Expulsion from a Conference may also result in our prohibiting you from registering for or attending future Conferences.

Limitation of Liability:

IN NO EVENT SHALL CJP OR THE CJP PARTIES BE LIABLE TO REGISTRANT FOR ANY INJURY, LOSS, OR DAMAGE OF ANY KIND WHATSOEVER ARISING OUT OF, OR RELATING TO, DIRECTLY OR INDIRECTLY, (A) REGISTRANT'S REGISTRATION FOR OR ATTENDANCE OR PARTICIPATION AT THE CONFERENCE; (B) ANY ACT OR OMISSION OF ANY THIRD PARTY AT THE CONFERENCE OR DURING THE CONFERENCE REGISTRATION PROCESS OR USING THE WEBSITE OR THE SERVICES, (C) THESE TERMS AND CONDITIONS, (D) THE CONTENT PRESENTED AT THE CONFERENCE, (E) THE TERMINATION OF REGISTRANT'S RIGHT TO ATTEND OR PARTICIPATE IN THE CONFERENCE, (F) CJP'S CANCELLATION OF A CONFERNCE, (G) THE DENIAL OR INTERRUPTION OF ACCESS TO THE WEBSITE OR THE SERVICES, OR USER'S INABILITY TO ACCESS OR USE THE WEBSITE OR THE SERVICES, (H) ANY ACCIDENTS, ILLNESSES, OR HEALTH ISSUES SUFFERED OR CONTRACTED BY REGISTRANT AT THE CONFERENCE, OR (I) ANY OTHER MATTER, CIRCUMSTANCE, ACT, OR OMISSION, RELATING TO THE CONFERENCE. THE FORGOING EXCLUSION APPLIES WITHOUT LIMITATION TO ALL LIABILITY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR RELIANCE DAMAGES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR ANY OTHER LEGAL THEORY, WHETHER AT LAW OR IN EQUITY AND EVEN IF CJP OR A CJP PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THIS PROTECTION COVERS ALL LOSSES INCLUDING, WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, AND PUNITIVE DAMAGES, PERSONAL INJURY/WRONGFUL DEATH, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION. THE TOTAL, CUMULATIVE, LIABILITY OF CJP AND THE CJP PARTIES TO YOU FOR LOSSES OR DAMAGES SHALL BE LIMITED TO THE RETURN OF ALL OF ANY REGISTRATION FEE YOU PREVIOUSLY PAID TO CJP FOR THE RELEVANT CONFERENCE(S). THE LIMIT OF LIABILITY MAY NOT BE EFFECTIVE IN SOME STATES. IN NO EVENT SHALL CJP OR THE CJP PARTIES BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES OTHER THAN THE AMOUNT DESCRIBED ABOVE. ALL OTHER DAMAGES, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE, RESULTING FROM YOUR REGISTRATION FOR OR ATTENDANCE AND PARTICIPATION AT A CONFERENCE ARE EXCLUDED, EVEN IF CJP OR CJP PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT YOUR REGISTRATION FOR AND ATTENDANCE AND PARTICIPATION AT THE CONFERENCE ARE AT YOUR OWN RISK.

Miscellaneous:

- <u>CJP Discretion</u>. Registrant agrees that any and all matters not specifically covered or addressed in these Terms and Conditions will be subject solely to the decision and determination of CJP and CJP will have full power in any matter of interpretation, amendment and enforcement of these Terms and Conditions.
- <u>Assignment</u>. Your registration is not assignable or transferable, and you shall not assign or transfer any of your rights arising under these TERMS AND CONDITIONS to any other person or entity. CJP may assign any or all of its rights under these TERMS AND CONDITIONS to any party in its sole and absolute discretion, and you will continue to be bound by these TERMS AND CONDITIONS following any assignment thereof by CJP.
- <u>Entire Agreement</u>. These TERMS AND CONDITIONS constitute the entire agreement between Registrant and CJP governing Registrant's registration for and attendance and participation at the Conference, and supersede any and all prior written or oral agreements, understandings or courses of dealing between Registrant and CJP.
- <u>Governing Law and Venue</u>. These TERMS AND CONDITIONS will be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to the conflicts of laws principles of any jurisdiction. Any and all disputes, claims, actions, suits and causes of actions arising out of, or relating to, these TERMS AND CONDITIONS, or Registrant registration for, attendance or participation at the Conference shall be commenced and maintained solely in a federal or state court of competent jurisdiction situated in Albemarle County or the City of

Charlottesville, Virginia. Registrant hereby irrevocably consents to the exclusive jurisdiction and venue of such courts.

Modifications to These Terms and Conditions:

CJP RESERVES THE RIGHT TO MODIFY AND CHANGE THESE TERMS AND CONDITIONS FROM TIME TO TIME. REGISTRANT'S ATTENDANCE AT OR PARTICIPATION IN THE CONFERENCE AFTER THE EFFECTIVE DATE OF ANY CHANGES OR MODIFICATIONS TO THE TERMS AND CONDITIONS CONSTITUTES REGISTRANT'S ACCEPTANCE OF AND AGREEMENT TO SUCH MODIFICATIONS AND CHANGES.