

## **Terms and Conditions of Attendance and Participation**

These are the terms (**the “Agreement”**) that govern your attendance at and/or participation in an Intellex Technologies, ULC (**“Intellex”**) event (**the “Event”**). By registering for the Event you are agreeing to these terms, which form a legal contract between Intellex and the registered attendee and/or participant (**“you”**). If you are registering on behalf of another it is your responsibility to ensure that the person attending is aware of these terms and accepts them, and by completing the registration you are warranting that you have made the attendee aware of these terms and that they have accepted these terms.

### **1. EVENT ADMISSION**

**1.1. Admittance.** Your registration entitles you to admittance to the Event. Any and all other costs associated with your attendance (including without limitation any travel and/or accommodation expenses) shall be borne solely by you and Intellex shall have no liability for such costs.

**1.2. Termination.** You acknowledge that Intellex reserves the right to request your removal from the Event if Intellex, in its sole discretion, considers your presence and/or behavior to create a disruption or to hinder the Event and/or the enjoyment of the Event by other attendees or speakers.

**1.3. Media.** By attending the Event you acknowledge and agree to grant Intellex the right at the Event to record, film, photograph or capture your likeness in any media now available and hereafter developed and to distribute, broadcast, use or otherwise globally to disseminate, in perpetuity, such media without any further approval from you or any payment to you. This grant to Intellex includes, but is not limited to, the right to edit such media, the right to use the media alone or together with other information, and the right to allow others to use and/or disseminate the media.

**1.4. Event Content.** You acknowledge and agree that Intellex, in its sole discretion, reserves the right to change any and all aspects of the Event, including but not limited to, the Event name, themes, content, program, speakers, performers, hosts, moderators, venue and time.

### **2. Fee(s)**

**2.1. Payment.** The payment of the applicable fee(s) for the Event is due upon registration. If such payment is insufficient or declined for any reason Intellex may refuse to admit you to the Event and shall have no liability in that regard.

**2.2. Taxes.** The fee(s) may be subject sales tax, value added tax, or any other taxes and duties which, if applicable, will be charged to you in addition to the fee(s).

### **3. Substitution and cancellation policy**

**3.1** After registering for the Event, if you cancel your attendance, you will not receive a refund; however, substitutions (subject to availability) may be arranged at the sole discretion of Intellex.

### **4. Privacy policy**

**4.1.** Intellex is committed to protecting your privacy. Our privacy policy is available at: <http://www.intellex.com/privacy>

### **5. Intellectual property**

5.1. All intellectual property rights in and to the Event, the Event content and all materials distributed at or in connection with the Event are owned by Intelix and/or the Event sponsors or speakers presenting at the Event. You may not use or reproduce or allow anyone to use or reproduce any trademarks or other trade names appearing at the Event, in any Event content and/or in any materials distributed at or in connection with the Event for any reason without the prior written permission Intelix.

5.2. For the avoidance of doubt, nothing in this Agreement shall be deemed to vest in you any legal or beneficial right in or to any trademarks or other intellectual property rights owned or used under license by Intelix or any of its affiliates or grant to you any right or license to any other intellectual property rights of Intelix or its affiliates, all of which shall at all times remain the exclusive property of Intelix and its affiliates.

## **6. Warranties and limitation of liability**

6.1. Intelix gives no warranties in respect of any aspect of the Event or any materials related thereto or offered at the Event and, to the fullest extent possible under the laws governing this Agreement, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness and merchantability. Neither Intelix nor its affiliates can accept any responsibility or liability for reliance by you or any person on any aspect of the Event and/or any information provided at the Event.

6.2. Other than to the extent required as a matter of law, neither Intelix nor its affiliates shall be liable for any direct, indirect, special, incidental, or consequential costs, damages or losses arising directly or indirectly from the Event or other aspect related thereto or in connection with this Agreement.

6.3. The maximum aggregate liability of Intelix for any claim in any way connected with therewith or this Agreement whether in contract, tort or otherwise (including any negligent act or omission) shall be limited to the amount paid by you to Intelix under this Agreement to attend the Event.

## **7. Governing law and jurisdiction**

7.1. This Agreement shall be governed by the laws of the Province of Ontario and the parties shall submit to the exclusive jurisdiction of the courts of the Province of Ontario.