

PGA Show Connects - Terms of Service

The use of <https://virtual.pgashow.com/> and all related and ancillary services and products (collectively, the “website” or “site”) is subject to the following terms and conditions of use (the “Terms and Conditions”). The Terms and Conditions contained herein may be changed or updated from time to time, without notice, by posting such changes to this site. Each User Participant (as defined herein) is required to read these Terms and Conditions carefully before accessing the content on this website or any affiliated websites. By accessing this website, the User Participant is accepting and agreeing to, and is deemed to accept and agree to, the terms contained herein.

1. GENERAL RULES.

1.1. This website is owned by and published by Reed Exhibitions, a division of RELX Inc. (“RX”). These Terms and Conditions govern the User Participant’s ongoing use of, and, if applicable, the purchase of, the content, data and related subscription services offered by RX on the website and accessed by the User Participant (the “Services”). To the extent the User Participant purchases a subscription, the terms of the User Participant’s Subscription Form (as defined herein) are hereby fully incorporated herein and made a part hereof. By using the Services, the User Participant agrees to abide by these Terms and Conditions, as they now exist and as they may hereafter be amended. Without limiting the foregoing, these Terms and Conditions shall also govern, to the extent applicable, the use of any free newsletters or communications signed up for, or subscribed to, by any User Participant or Authorized User Participant (as defined herein).

1.2. The “User Participant” shall mean either the individual accessing the website or the entity indicated on the Subscription Form, on behalf of itself and all Authorized User Participants as such term is defined below. The User Participant and RX are sometimes referred to herein collectively as the “Parties” or individually as a “Party.”

1.3. If a User Participant creates an account with RX or otherwise uses any of the Services as a representative of a business entity, such User Participant represents and warrants to RX that such User Participant is duly authorized to act on behalf of such business entity and bind the business entity to these Terms and Conditions. RX shall consider any such account created by a User Participant to be owned and controlled by such business entity. By accessing or using any Paid Services or Marketplace Services (each as defined herein), User Participant represents that User Participant is authorized to access and/or use such Paid Services and/or Marketplace Services on behalf of their business entity, and that the only individuals within User Participant’s business entity accessing the Paid Services and/or the Marketplace Services are authorized and permitted to do so (each an “Authorized User Participant”). User Participant and each Authorized User Participant agrees to abide and be bound by all of the terms and conditions herein.

1.4. User Participant may not access or otherwise use the Services (including the Paid Services and/or the Marketplace Services) if User Participant is identified on, and User Participant may not provide access to the Paid Services or Marketplace Services to any individuals identified on, (1) OFAC’s list of Specially Designated Nationals (“SDN List”), (2) the UK’s HM Treasury’s Consolidated List of Sanctions Targets, (3) the EU’s Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions, (4) any other applicable sanctions lists, or (5) any third party which is 50 percent or more owned, directly or indirectly, individually or in the aggregate by a person, group or entity identified in (1) through (4).

2. CONTENT.

2.1. *Scope of Services.* The Services within the scope of these Terms and Conditions include only access to <https://virtual.pgashow.com/> and all related and ancillary services and products thereto. Certain other website products and services offered by RX may not be within the scope of these Terms and Conditions and may be governed by

separate agreements and terms of service.

2.2. *Scope of Use.* The Services and their contents are intended for User Participant's personal, internal business, noncommercial, informational and/or educational use and may not be used for any other purposes, including Mass Distribution (as defined below), unless otherwise specified in the Subscription Form. A User Participant may not sublicense, assign or transfer any licenses granted by RX hereunder, including, but not limited to, the transfer of an account to another party without RX's consent, and any attempt at such sublicense, assignment or transfer shall be null and void.

2.3. *Property of RX.* Except as explicitly provided in these Terms and Conditions, nothing herein shall be construed as granting or conferring on User Participant or any Authorized User Participant any license or right, by implication, estoppel or otherwise, under any law (whether common law or statutory), rule or regulation, including, without limitation, those related to copyright or other intellectual property rights. User Participant acknowledges and agrees that title, ownership and all rights (including intellectual property rights) in and to the content of, and materials published on, the Services are and shall remain the property of RX (or such other third party that may have granted RX rights in such content).

2.4. Trademarks; Copyrights; Other Intellectual Property.

2.4.1. "PGA Show" is a registered trademark of The Professional Golfers' Association of America (the "PGA"), which has been licensed to RX. All of the PGA's trademarks, service marks, and trade names, and the goodwill associated therewith shall remain the sole and exclusive property of the PGA and, except as otherwise explicitly provided in these Terms and Conditions, may not be used, by User Participant without the express prior written consent of the PGA. Additionally, each of RX's trademarks, service marks, and trade names, and the goodwill associated therewith shall remain the sole and exclusive property of RX, and, except as otherwise explicitly provided in these Terms and Conditions, may not be used, by User Participant without the express prior written consent of RX.

2.4.2. All Services published and distributed by RX are protected by copyright pursuant to U.S. and international copyright laws. Except as explicitly provided in these Terms and Conditions or with the express prior written consent of RX (which may be granted or withheld in RX's sole and absolute discretion), User Participant may not modify, publish, republish, transmit, retransmit, reproduce, participate in the transfer or sale of, reproduce, create new works from, distribute, perform, display, or in any way exploit or otherwise use, any of the content of the Services, including any images contained in the content of the Services (which, for the avoidance of doubt, may not be downloaded as stand-alone files), software or other computer-readable or computer-executable code, in whole or in part (collectively, the "Use Restrictions"). To the extent any action or usage constituting a violation of the Use Restrictions is otherwise explicitly permitted or authorized pursuant to these Terms and Conditions, such authorization is not intended to, and shall not, vest in User Participant any ownership interests or other rights of any kind beyond those expressly granted herein. Unauthorized use of the Services, including usage of the Services in violation of the Use Restrictions, shall be a material breach of these Terms and Conditions and may subject User Participant to legal action. User Participant agrees to abide by any and all additional copyright notices or restrictions contained in any content accessed via the Services.

2.4.3. *Digital Millennium Copyright Act ('DMCA') Notice.* The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If a User Participant or Authorized User Participant has a good faith belief that materials hosted by the RX infringe their copyright, they (or their agent) may send RX a notice requesting that the material be removed, or access to it blocked. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly being infringed upon; (b) identification of the copyrighted work claimed to have been infringed upon (or if multiple copyrighted works located on the site are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to

be infringing or the subject of infringing activity, and information reasonably sufficient to allow RX to locate the material on the site; (d) the name, address, telephone number, and e-mail address (if available) of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If a User Participant or Authorized User Participant believes in good faith that a notice of copyright infringement has been wrongly filed against them, the DMCA permits such person to send RX a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.copyright.gov> for details. Notices and counter-notices with respect to the Website should be sent to Reed Exhibitions, a division of RELX Inc., Attn: General Counsel, RX Americas, 201 Merritt 7, Norwalk, CT 06851 with an email copy of the notice sent to ContractNotices@reedexpo.com. RX suggests that User Participants consult their legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA. It is RX's policy to terminate relationships regarding content with third parties who repeatedly infringe the copyrights of others.

2.5. *User-Generated Content.* Certain aspects of the Services may include access to certain content which originated from other User Participants (collectively, "User Participant Content"). User Participant understands and agrees that any such User Participant Content may include information, views, opinions, and recommendations of third parties unrelated to, and unaffiliated with, RX and that such User Participant Content is provided without any endorsement, recommendation or representation or warranty from or by RX and is made available solely for educational and/or informational, noncommercial purposes. Without limiting the foregoing, RX is not responsible for the accuracy or legitimacy of such User Participant Content and shall have no liability whatsoever to User Participant with respect thereto. User Participant shall be responsible for, and shall hold RX harmless from, any use of User Participant Content. User Participant further agrees that it shall be User Participant's sole responsibility to verify and/or confirm any information contained in the User Participant Content prior to relying on it, in connection with which User Participant assumes all risk. RX reserves the right to remove or modify User Participant Content without notice to User Participant.

2.6. *User Participant Materials.* Certain aspects of the Services, including any Marketplace Services, may be presented in such a way as to permit other User Participants who are unaffiliated with RX to post or publish content ("User Participant Materials") to the Services. User Participant understands and agrees that with respect to any User Participant Materials, RX and the Services act merely as a passive conduit for any and all communication and/or distribution of information, and RX does not control the User Participant Materials. RX cannot and will not evaluate, and shall not be responsible for, the accuracy, reliability, completeness, veracity or suitability of any User Participant Materials or for verifying the identity of anyone posting any User Participant Material. While RX will endeavor to remove User Participant Materials which RX finds unsuitable (as determined in its sole and absolute discretion) RX shall be under no obligation to do so and shall have no liability to any party for failure to remove any User Participant Materials or User Participant Content. Prior to being granted access to post User Participant Materials, individuals may be required to input or provide certain data or information, including (without limitation) their name and/or email address which may be displayed in connection with their User Participant Material; RX reserves the right to impose any additional restrictions or requirements with respect to User Participant Materials in its sole discretion. Any visitor to the website or user of the Services who posts User Participant Materials represents, warrants, and agrees that such User Participant Materials: (i) are original to them and no other party has any rights to such User Participant Materials; (ii) are not threatening, harassing, profane, tortious, defamatory, vulgar, obscene, deceptive, fraudulent, invasive of another's privacy or publicity rights, or infringing of any intellectual property right; (iii) do not violate any laws, regulations or securities exchange requirements; (iv) do not contain a virus, worm or other harmful component; and (v) do not contain any advertising. User Participant acknowledges that any User Participant Materials posted to the Services may be edited, removed, modified, published, transmitted, and displayed by RX in RX's sole discretion and that User Participant waives any rights User Participant may have in having the material altered or changed in a manner not agreeable to User Participant. Upon posting any User Participant Materials, the visitor to the website or user of the Services grants to RX

and its affiliates a royalty-free, unrestricted, worldwide, perpetual, irrevocable, nonexclusive, sub-licensable and freely transferable right and license, for all formats and media, whether now known or hereafter devised or discovered, to use, reproduce, modify, edit, adapt, publish, translate, create derivative works of, distribute, perform, publish and display (in each case, in whole or in part) such User Participant Materials, including without limitation any ideas, concepts, methods, systems, designs, plans, techniques or other similar information included therein, and/or to incorporate them in other works. Any individual who posts User Participant Materials agrees to indemnify, defend and hold harmless RX and its affiliates and parent companies, and the directors, officers, employees and agents of the foregoing, from and against any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising from or relating to such User Participant Materials.

2.7. Third-Party Websites. Certain aspects of, or links contained on, the Services may link to websites or services operated by parties other than, and unaffiliated with, RX. Such links are provided for User Participant's convenience only. RX does not control such third-party websites and is not responsible for any content thereon, including with respect to any comments posted on such third-party websites. RX's inclusion of links to such third-party websites does not amount to or imply any endorsement or warranty of the material on such sites or any association with their owners or operators. User Participant agrees that RX is not responsible for any such third-party websites and services or any content thereon and agrees to hold RX harmless from any and all claims or liability arising from User Participant's use of such third-party websites or services. Any concerns or questions related to third-party websites should be directed to the webmaster or other appropriate contact person for such third party.

3. SUBSCRIPTION AND PAYMENT TERMS.

3.1 This section provides additional terms of sale and purchase in connection with the User Participant's use of any paid website Services or other paid digital products related to the website which are offered by RX, including, but not limited to any paid access to PGA Show Connects which enable access to certain additional website content (the "Paid Services"). RX reserves the right to modify the content, type, and availability of the Paid Services at any time.

3.2. Subscription Form. These Terms and Conditions are expressly incorporated into and made a part of each of User Participant's Subscription Form(s) as applicable. As used herein, the "Subscription Form" is defined as the executed purchase order, website check-out, or other similar document which sets forth the payment terms, a description of the Paid Services to which User Participant has subscribed, and any attributable fees or costs and associated taxes associated with such subscription (collectively, the "Subscription Fee"). User Participant hereby agrees to pay the Subscription Fee for the Services as invoiced after receipt by RX of an executed Subscription Form, failure of which shall be a breach of these Terms and Conditions that may result in suspension or termination of User Participant's access to Services. The Subscription Fee is non-refundable. In the event no payment terms are specified on the Subscription Form, all Subscription Fees shall be due and payable within thirty (30) days of the invoice date. Only one individual may use the login credentials associated with a Paid Services account.

3.3. Changes to the Services. User Participants are not required to pay Subscription Fees to access certain freely available aspects of the Services. However, if a User Participant does not purchase a subscription through a Subscription Form, no access will be granted to the Paid Services. RX reserves the right to convert any freely accessible portion of the Services into Paid Services and to charge Subscription Fees for access to such portions of the Services, or for access to the Services as a whole, at any time in RX's sole discretion. In no event, however, will the User Participant be charged for access to any Services unless RX first obtains the User Participant's prior agreement to pay Subscription Fees via a Subscription Form.

3.4. Payment. RX reserves the right to reject any order or purchase of Paid Services at any time. If the initial payment authorization is later revoked, the associated subscription for Paid Services will be automatically terminated. Unless specified otherwise at the time of a User Participant's purchase, all Subscription Fees are non-refundable. The Subscription Fees attributable to a User Participant's Paid Services will be disclosed within the Subscription Form and the User Participant agrees to pay the applicable disclosed Subscription Fee, as well as any applicable taxes, at the frequency

stated within their Subscription Form. All Subscription Fees are in United States Dollars, unless otherwise stated. RX reserves the right to change any Subscription Fees at any time; provided that RX will notify the affected User Participants in advance and provide the User Participants the opportunity to accept the new Subscription Fees or cancel the subscription to Paid Services from that point forward.

3.5. *Limitations.* A subscription may not include access to all of the Paid Services and access to certain portions of the Services may require an additional separately priced Subscription Fee and/or will only be available to designated User Participants or types of subscribers.

3.6. *Incidentals to the Services.* By using the Services, the User Participant may incur other additional charges from third party service providers. The User Participant acknowledges that he or she is solely responsible for any costs incurred in connection with their use of the Services and their access to the website, including, but not limited to, any telecommunications fees, data fees, or service provider fees. All such costs shall be borne solely by the User Participant.

3.7. *Billing and Renewal.* RX will charge or debit the payment method provided at purchase once the subscription to the Paid Services begins, if applicable, at the end of any free trial period. Billing will continue according to the cycle stated with the User Participant's order. Unless otherwise specified by the User Participant at the time of purchase, all subscriptions to Paid Services are renewed automatically using the payment method currently associated with the relevant User Participant's account. RX is not obligated to notify any User Participant in advance of any impending renewals and User Participants expressly agree to waive the application of New York General Obligations Law section 5-903 and any similar laws.

3.8. *Unpaid Charges.* If the credit card used on the Subscription Form expires or if any other payment method used becomes otherwise invalid, the associated subscription may not automatically be terminated. The User Participant remains responsible for all charges incurred. Additionally, the User Participant will be responsible for any collection costs incurred by RX in collecting such balances owed, including, but not limited to, court costs, collection fees and attorney's fees.

3.9. *Promotions.* RX may occasionally offer promotions for the Paid Services, including, but not limited to, offering free access to the Paid Services for certain User Participants. The specific terms of each promotion are stated at the time the promotion is offered and each promotion may be different. Promotions may not be combined. The User Participant may be required to provide valid payment details when signing up for a promotion, and, if applicable, at the end of the promotion, the User Participant's subscription will automatically renew at the then-current rate for those Paid Services as if no promotion had applied. RX is under no obligation to notify any User Participant in advance when a promotion is about to end and will not do so. To cancel and avoid being charged, the User Participant must cancel the Paid Services before the promotion ends.

3.10. *RX's Right to Suspend.* RX reserves the right to suspend or terminate any subscription to the Paid Services for any reason, with or without notice and without further obligation. The User Participant will not be entitled to a refund in these circumstances. RX further reserves the right to make changes to the Paid Services at any time. If the Paid Services are temporarily unavailable, temporarily reduced, or made free to access by all User Participants, there will be no refunds. RX reserves the right to issue credits or refunds at its sole discretion, and RX is under no obligation to issue the same or similar credit(s) or refund(s) in the future.

4. **MARKETPLACE TERMS.**

4.1 This section provides additional terms and conditions in connection with a User Participant's use of any Services which are offered by RX that allow interaction between buyers and sellers of wholesale goods or services (collectively, the "Marketplace Services"). Such Marketplace Services may allow User Participants to offer, sell or buy certain wholesale goods or services that are appropriate to the subject matter of the website; provided however, that any actual contract for sale is handled directly between the seller and buyer. RX is not a party to any such transaction and is not a seller in any such transaction. To the extent that RX provides any guidance as part of the Services, such as pricing, shipping, listing, and sourcing, such information is solely for informational purposes.

4.2. If a User Participant has a dispute or disagreement with another party in connection with the Marketplace Services RX may help facilitate the resolution of such disputes or disagreements but User Participant acknowledges that RX has no control over and does not guarantee: the existence, quality, safety or legality of any products; the truth or accuracy of any content or listings; the ability of any party to sell items; the ability of any party to pay for items; or that any party will actually complete a transaction or return an item.

4.3. Any User Participant who buys or sells using the Marketplace Services agrees that they are solely liable for all taxes related to such purchase or sale, and in no event shall RX be liable for such taxes.

4.4. RX makes no guarantee of continuous operation of or access to the Marketplace Services. If the Marketplace Services are suspended temporarily or are terminated, RX shall not be liable to any User Participant in any way. RX reserves the right to modify, suspend or terminate the Marketplace Services or any part thereof at any time. RX further reserves the right to modify the content, type, and availability of the Marketplace Services at any time.

4.5. RX is not responsible for the actions of any other User Participant in connection with the Marketplace Services, including, but not limited to, any User Participant's individual rules regarding returns or refunds or any attempt to circumvent or otherwise interfere with, corrupt, or tamper with the security, integrity, or proper conduct of the Marketplace Services. User Participant's interactions with third parties via the Marketplace Services are solely between such User Participant and such third party. User Participant acknowledges and agrees that RX will not be responsible for any damages, losses, costs, expenses, or liabilities incurred as the result of such interactions with third parties.

4.6. User Participant agrees that all use of the Marketplace Services is at their own risk and such Marketplace Services are being provided on an "AS IS" and "AS AVAILABLE" basis. Accordingly, to the extent permitted by applicable law, RX excludes all express or implied warranties, terms and conditions including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. In addition, to the extent permitted by applicable law, in no event will RX, its parent, subsidiaries, and affiliates, and each of their officers, directors, agents and employees be liable to a User Participant or any third party under any claim at law or in equity for any consequential damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, other intangible losses, or any special, indirect, or consequential damages), and all such damages or losses are expressly excluded whether or not they were foreseeable or RX was advised of such damages or losses.

4.7. Without limiting the generality of the foregoing, RX, its parent, subsidiaries, and affiliates, and each of their officers, directors, agents and employees are not liable, and User Participant agree not to hold such parties responsible, for any damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, other intangible losses, or any special, indirect, or consequential damages) resulting directly or indirectly from:

- i. any User Participant Materials provided (directly or indirectly) via the Marketplace Services;
- ii. the use of, or the inability to use, the Marketplace Services;
- iii. pricing, shipping, format, or other guidance provided by RX;
- iv. delays or disruptions in the Marketplace Services;
- v. viruses or other malicious software obtained by accessing or linking to the Marketplace Services;
- vi. glitches, bugs, errors, or inaccuracies of any kind in the Marketplace Services;
- vii. damage to devices resulting from the use of the Marketplace Services;
- viii. the content, actions, or inactions of third parties, including those offering goods for sale using the Marketplace Services;
- ix. a suspension or other action taken with respect to User Participant's account or breach of these Terms and Conditions;

x. the duration or manner in which such User Participant's listings or sales offers appear in the Marketplace Services, including, but not limited to, in search results; or

xi. any required modification to practices, content, or behavior, or loss of or inability to do business, as a result of any changes to the Marketplace Services, to these Terms and Condition, or to RX's policies.

4.8. By use of the Marketplace Services, a User Participant releases RX, its affiliates and subsidiaries, and each of their respective officers, directors, employees and agents from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with the Marketplace Services. In entering into this release, User Participant expressly waives any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which such User Participant may know or suspect to exist in their favor at the time of agreeing to this release.

5. TERMINATION.

5.1. *Termination; Breach.* RX may, in its sole discretion, terminate or suspend any User Participant's access to all or part of the Services for any reason, including, without limitation, breach or assignment of these Terms and Conditions. User Participant's breach of any obligations under these Terms and Conditions may result in immediate termination of these Terms and Conditions and immediate suspension or termination of User Participant's access to the Services; provided that with respect to any non-monetary, curable breach, RX will use commercially reasonable efforts to notify User Participant of, and grant User Participant the opportunity to cure such breach, although it shall be under no obligation to do so. In the event of such breach, User Participant shall remain liable for, and RX shall not be obligated to refund or credit, any Subscription Fees incurred for the full contract term as set forth in the Subscription Form. Without limiting the foregoing, User Participant acknowledges and agrees that any action in violation of the Use Restrictions shall be an incurable breach of these Terms and Conditions.

5.2. *Limited Rights after Termination.* In the event of termination of these Terms and Conditions for any reason other than a violation of the Use Restrictions, User Participant may retain for its personal, noncommercial use, any materials or content of the Services that have already been delivered; provided, however, that User Participant agrees to be bound by the restrictions on distribution and dissemination of the content of the Services provided herein (including, without limitation, the Use Restrictions) even after termination of the term set forth in the Subscription Form. In the event of a termination resulting from a breach of the Use Restrictions, User Participant shall promptly return to RX, or destroy (and provide RX with a certification of destruction in compliance with this section by an officer or authorized person of User Participant) any and all materials or content of the Services in User Participant's possession or control within thirty (30) days of such breach.

5.3 *Rights Regarding Section Reorganization and Website Reconfiguration.* User Participant agrees and acknowledges that RX reserves the right, in its sole and absolute discretion, to amend, alter, reorganize, reconfigure or otherwise change the interface, sections (and names of sections) and banners of content and data on the site (any such change, a "Section Reorganization"), provided that any such Section Reorganization shall not materially degrade the User Participant's access to information or services that are substantially similar to the Paid Services for which User Participant subscribed pursuant to the Subscription Form.

6. ACCESS AND AVAILABILITY OF SERVICES.

6.1. Limited Right to Use, Save, and Distribute.

6.1.1. Except as provided herein, User Participant shall not use, save or distribute the content of the Services without the express prior written consent of RX.

6.1.2. User Participant agrees not to grant access to the Services to any person other than an Authorized User

Participant and to safeguard and, to the extent provided, maintain the confidentiality of its username and password. User Participant is responsible for ensuring compliance with the foregoing by each Authorized User Participant in User Participant's organization. User Participant shall have a limited right to save the content of the Services for its personal, internal business or other noncommercial use. User Participant shall have, subject to Section 6.1.3. (Mass Distribution), a limited right to distribute the content of the Services to business associates, clients, and prospective clients or their respective representatives, agents, or assigns provided that User Participant has a reasonable basis to believe that such selective distribution may be useful or helpful to the recipient for a particular purpose. The foregoing limited right to distribute is limited to personal communications to clients, such as email or letters, and does not include the right to engage in any Mass Distribution (as defined below). Any other distribution of the content of the Services is prohibited without the express prior written consent of RX.

6.1.3. *Mass Distribution.* User Participant shall not engage in any Mass Distribution (as defined below) without the express prior written consent of RX. Without limitation to any and all other remedies available to RX (which are hereby expressly reserved), unauthorized Mass Distribution by User Participant shall be immediate grounds for suspension of User Participant's account and/or termination of User Participant's access to the Services. As used herein, "Mass Distribution" means (i) the use, publication or inclusion of any content or materials (in whole or in part) obtained through use of the Services in (x) any press releases, blog postings, newsletters, articles, bulletin boards, or any other publicly accessible publications or (y) any communication by any Authorized User Participant of User Participant (including, without limitation, via email or facsimile) containing specific content of the Services that is addressed to more than ten (10) individuals that are not Authorized User Participants (e.g., the simultaneous transmission of any article or other content of the Services to more than 10 recipients by any one Authorized User Participant); (ii) setting up, creating, configuring or automating any email (or other) alert functionality of the Services on behalf of any non-Authorized User Participant or utilizing email auto-forwarding or any similar email filter or functionality to distribute the content of any Services (including alerts) to any non-Authorized User Participant, (iii) utilizing, configuring or distributing any of the content (in whole or in part) of the Services for marketing and/or promotional purposes or otherwise establishing or allowing establishment of the Services as a service bureau for any third party or non-Authorized User Participant (iv) otherwise using or configuring the Services in any manner that (x) replicates, or seeks to replicate, in whole or in part, the Services on behalf of or for the benefit of any non-Authorized User Participant or (y) undermines the ability of RX, as determined in its sole and absolute discretion, to market or sell any of its services, including the Services, to any third party.

6.1.4. Any content otherwise permitted to be distributed pursuant to Section 6.1 must not be altered, abbreviated, or edited in any fashion without the prior express written consent of RX; provided that, subject to the restrictions on Mass Distribution contained herein, User Participant shall have the limited right to use or excerpt brief quotations from such content so long as all such content is properly attributed to RX and any other copyright owner identified in the content. All content of the Services permitted to be distributed by these Terms and Conditions must be clearly marked as originating from RX and must preserve all original copyright and other notices contained thereon. Any copyright notice appended by User Participant to distributed content of the Services should be in a form substantially similar to the following: "Copyright [Current Year] Reed Exhibitions, a division of RELX Inc. Content may not be shared, reproduced, modified, published, distributed, or otherwise recreated in any fashion without the express prior written consent of Reed Exhibitions, a division of RELX Inc."

6.1.5. The provisions of Section 6.1 shall survive the termination, cancellation, or expiration of the term set forth in the Subscription Form.

6.2. *Unlawful Use Prohibited.* User Participant agrees not to use the Services for any unlawful purpose or to take any action that could harm RX or a third party. RX reserves the right to terminate User Participant's access to the Services if User Participant's use of the Services violates or, in RX's sole and absolute discretion, is likely to violate, any laws, regulations, or rulings, infringes upon another person's rights, or violates the terms of these Terms and Conditions. User

Participant agrees that they shall not violate any applicable law, contract, intellectual property or other third-party right, and User Participant is solely responsible for their own conduct while accessing the Services.

6.3. *Prohibited Uses.* User Participant agrees that they (1) will comply with these Terms and Conditions, any additional policies posted on the website, and any additional terms of use made available by RX; and (2) will not themselves (or support or encourage another to):

i. create, upload, transmit, distribute, or store any content which is inaccurate, unlawful, infringing, defamatory, obscene, pornographic, invasive of privacy or publicity rights, harassing, threatening, abusive, inflammatory, or otherwise objectionable to RX in RX's sole discretion;

ii. impersonate any other person or entity or perform any similar fraudulent activities;

iii. distribute or post spam, make unsolicited or bulk communications, post unauthorized advertisements, or send junk mail to others using the Services;

iv. harvest or collect or attempt to harvest or collect the email addresses or other contact information of others via the Services without their consent;

v. defame, harass, abuse, threaten or defraud others via the Services;

vi. remove, circumvent, disable, damage or otherwise interfere with the security of the Services;

vii. interfere with or damage operation of the Services or any other's access to the Services by any means, including, but not limited to, imposing an unreasonable or disproportionately large load on the infrastructure of the Services;

viii. access any part of the Services which the User Participant does not have permission or authorization to access or for which RX has revoked access;

ix. access any part of the Services by means of any robot, spider, scraper, crawler or other automated means for any purpose, including, but not limited to, data gathering or data extraction, without the prior express written consent of RX;

x. interfere with or disrupt the Services or any servers or networks connected to the Services, including, but not limited to, taking actions which impose unreasonable or disproportionately large loads on RX's networks;

xi. access the Services for any illegal purpose, or in violation of any applicable local, state, national, or international law or regulation, including, without limitation, laws governing intellectual property and other proprietary rights, data protection and privacy; or

xii. do anything that could disable, damage or change the functioning or appearance of the Services, including the presentation of advertising.

In addition, each User Participant utilizing the Marketplace Services additionally agrees that they will not themselves (and shall not cause others to) do any of the following:

i. post, list or upload User Participant Materials in inappropriate categories or areas on the Marketplace Services;

ii. breach or circumvent any applicable laws, regulations, third-party rights, or posted policies of the Marketplace Services, or circumvent any determination made by RX of an account's status;

iii. use the Marketplace Services if such User Participant is not able to form legally binding contracts; is temporarily or indefinitely suspended from using the Marketplace Services; or is a person with whom transactions are prohibited under economic or trade sanctions;

iv. fail to pay for items purchased or fail to deliver items sold, except where valid extenuating circumstances interfered with such payment or delivery, as determined in RX's sole discretion; or

v. manipulate the price of any item or interfere with any other User Participant's sale of any item.

Without limitation of RX's other rights and remedies hereunder, RX reserves the right to suspend or terminate any individual's use of the Services at any time in RX's sole discretion.

6.4. Sole Responsibility. User Participant shall be solely liable for any damages resulting from any infringement of copyrights, trademarks, proprietary rights, or any other claims, damages or liability arising from or in connection with User Participant's distribution or dissemination of any portion or content of the Services and agrees to hold harmless and indemnify RX with respect thereto.

6.5. Technical Requirements. User Participant acknowledges and agrees that all features and content of the Services are subject to availability of a suitable or adequate internet connection, valid email account, computer equipment, and sufficiently available bandwidth at the time of User Participant's attempted use or access. User Participant shall be solely responsible for procuring the necessary computer equipment and internet connection required for accessing and using the Services. User Participant shall hold RX harmless from any failure or inability to access the Services resulting from User Participant's failure to procure any such necessary equipment or services.

6.6. Downtime; Service Outages or Unavailability. User Participant agrees and acknowledges that the Services may be interrupted or unavailable during Downtime (as defined below). RX shall use commercially reasonable efforts to restore Services after any interruption caused by Downtime. RX shall not be liable for, and User Participant agrees to hold RX harmless from, any service interruption or unavailability of the Services as a result of Downtime, events beyond the reasonable control of RX (including any Force Majeure Event), anticipated or scheduled maintenance of the Services or website, or otherwise. Without limiting the foregoing, RX shall not be responsible for (i) delivering or otherwise providing access to any Services that were published during Downtime or otherwise retroactively restoring, or reimbursing User Participant for, any content published during such Downtime (whether or not such content is subsequently available on the Services after such Downtime) or (ii) any interruption to the Services caused by User Participant or User Participant's service provider(s) or other vendor(s) providing services to User Participant, for which User Participant assumes all liability and responsibility. For purposes of these Terms and Conditions, "Downtime" shall mean a malfunction in a core component of the Services, the loss of a material function of the Services, or any other action that prevents User Participant's access to or use of the Services, which malfunction or loss was caused solely by a failure of the Services or RX's computer or server equipment controlling the same.

6.7. Age Restrictions. The website and the Services are neither directed at nor intended for use by minors under the age of thirteen (13). RX does not knowingly collect personal information from individuals under the age of thirteen (13), and if RX becomes aware that it has inadvertently done so, RX will promptly delete such personal information. All minors are hereby instructed not to access, or use in any way, the website and the Services unless done so with the express consent of these Terms and Conditions by their parent or legal guardian.

7. REGISTRATION, SECURITY, AND PRIVACY.

7.1. As part of the registration process, the User Participant will be required to provide RX with certain registration information, all of which must be accurate and updated, and which may include, without limitation, an authorized contact person's name; address; phone number; e-mail address; etc. At all times, RX reserves the right to require the creation of login credentials in order to access the Services and the right to require payment in order to access certain portions of the Services, regardless of whether payment was previously required for such portions of the Services. Each registration is for a single user only and User Participants may not share login credentials or give login credentials to anyone else. RX may cancel or suspend access to the Services if a User Participant shares their login credentials. User Participants may not (i) use the login credentials of another person with the intent to impersonate that person; (ii) use

login credentials in which another person has rights without such person's authorization; or (iii) use login credentials that RX, in its sole discretion, deem offensive.

7.2. By accessing the website, using the Services or submitting information to RX in connection with the website or the Services, the User Participant agrees to the terms of RX's privacy policy, located at <http://privacy.reedexpo.com/> and which may be updated by RX at any time. The continued access of the website or the Services shall constitute a User Participant's acceptance of any such updated privacy policy. Each User Participant is expected to review the privacy policy carefully before using the website or the Services and the User Participant acknowledges that, in the event of a conflict or inconsistency between these Terms and Conditions and the privacy policy, the terms of the privacy policy shall prevail, govern and control. To change communication preferences at any time, visit the Reed Exhibitions communication center (<https://www.recusprivacy.com/>). If the User Participant has questions, comments or requests regarding RX's privacy policy or how RX processes personal information, the User Participant may also access RX's "Privacy Center" at any time at: <https://privacy.reedexpo.com/en-gb/privacy-centre.html>. In addition, the User Participant authorizes and permits RX to share the User Participant's personal information, including, but not limited to, their contact information, with such affiliated entities, exhibitors, vendors, contractors, or third parties (i) with which the User Participant authorizes in connection with the Services, including, but not limited to, accessing such third party's sponsored content on the website; and/or (ii) which may offer products, services, and/or goods that may be of interest to the User Participant. By use of a valid promotional code, discount code, coupon, or other code in connection with the submission of a User Participant's Subscription Form, that User Participant thereby authorizes and permits RX to share the User Participant's personal information, including, but not limited to, their contact information, with such entities, exhibitors, vendors, contractors, or third parties which may be associated with such code. Sometimes, RX may request that User Participant verify the information collected, either by sending User Participant an e-mail to check an online database or by mail, facsimile or telephone. Nothing in these Terms and Conditions will serve to preempt the terms of our privacy policy.

7.3. User Participant hereby agrees to maintain as confidential and not disclose any username or password to any person not within the scope of User Participant's subscription for Services, subject to the terms of these Terms and Conditions and as indicated on User Participant's Subscription Form. RX may change User Participant's password at any time, provided that RX shall provide User Participant with written notice of such change prior to, or as soon as reasonably practicable after, such change.

7.4. User Participant agrees and acknowledges that under certain circumstances, RX may store User Participant's IP address(es) or other information transmitted by User Participant's computer(s) or network as are reasonably necessary for RX to identify User Participant and provide access to Services.

7.5. User Participant assumes full and total responsibility for all usage or activity on User Participant's account, including use of User Participant's account by any third party, whether or not authorized by User Participant, and agrees to indemnify and hold RX harmless from any claims arising from or as a result of such usage. User Participant shall immediately notify RX of any known or suspected unauthorized use of User Participant's account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of User Participant's account information and agrees to fully cooperate with RX in good faith and as reasonably required to remedy such security breach. Failure to comply with the foregoing shall constitute a breach of these Terms and Conditions.

8. REPRESENTATIONS AND WARRANTIES.

8.1. User Participant agrees that it shall take any other means reasonably necessary to ensure compliance with these Terms and Conditions by any and all employees or Authorized User Participants of the Services.

8.2. EACH USER PARTICIPANT AGREES THAT THE USE OF AND ACCESS TO THE SERVICES IS STRICTLY ON AN "AS IS" AND

“AS AVAILABLE” BASIS, AND RX SPECIFICALLY AND EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, WITH RESPECT TO THE OPERATION OF THIS WEBSITE, THE CONTENT OR INFORMATION CONTAINED THEREIN, OR THE SERVICES. NO WARRANTY OF ANY KIND IS IMPLIED REGARDING REIMBURSEMENT FOR LOSSES OF INCOME DUE TO DISRUPTION OF SERVICE BY RX. RX MAKES EVERY REASONABLE EFFORT TO ASSURE THAT ALL INFORMATION PUBLISHED BY IT IS CORRECT; HOWEVER, RX DISCLAIMS ANY LIABILITY FOR ERRORS IN THE SERVICES. EACH USER PARTICIPANT ASSUMES THE RISK OF POSSIBLE ERRORS CONTAINED IN THE SERVICES. EACH USER PARTICIPANT AGREES TO INDEPENDENTLY VERIFY ANY INFORMATION IT INTENDS TO RELY UPON, AND, IF REASONABLY NECESSARY, SUCH USER PARTICIPANT SHOULD SEEK THE ASSISTANCE OF AN ATTORNEY IN DOING SO. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY AND IN NO EVENT SHALL RX AND ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, SUCCESSORS, AND ASSIGNS (THE “RX PARTIES”) BE LIABLE, JOINTLY OR SEVERALLY, TO A USER PARTICIPANT OR ANY OTHER PERSON AS A RESULT OF SUCH USER PARTICIPANT’S ACCESS OR USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, LOST PROFITS, LOST BUSINESS, LOST SAVINGS, AND LOST REVENUES, OR OTHER PECUNIARY LOSS (COLLECTIVELY, THE “EXCLUDED DAMAGES”), WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR ANY OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE RX PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES, AND IRRESPECTIVE OF ANY FAILURE OF AN ESSENTIAL PURPOSE OF A LIMITED REMEDY. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN THE RX PARTIES’ LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL RX BE LIABLE FOR ANY CLAIM, LOSS, COST, EXPENSE, OR DAMAGE WHATSOEVER TO ANY USER PARTICIPANT OR ANY THIRD PARTY IN AN AMOUNT EXCEEDING THE SUM OF THE SUBSCRIPTION FEES ACTUALLY PAID UNDER THESE TERMS AND CONDITIONS DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH RX IS NOTIFIED OF SUCH CLAIM IN WRITING.

8.3. *Indemnification.* User Participant agrees to indemnify, defend, and hold harmless RX and its officers, directors, employees, affiliates, agents, licensors and suppliers from and against all claims, actions, proceedings, damages, losses, costs, and expenses (including reasonable attorneys’ fees) arising or resulting from: (i) the use of or reliance on any information, material, or content of the Services by User Participant or any third party to whom User Participant has provided such information, material, or content, regardless of whether or not such information, material or content contained any errors or omissions and whether or not RX was aware or should have been aware of any such errors or omissions; (ii) User Participant’s violation or breach of these Terms and Conditions; (iii) User Participant’s improper use of the Services; (iv) User Participant’s negligent acts or omissions or willful misconduct; (v) User Participant’s violation of any applicable law; or (vi) any allegation that User Participant’s use of or access to the Services infringes upon the patent, trademark, copyright, trade name, trade secret, or other proprietary rights of any third party. User Participant’s duty to indemnify, defend and hold harmless RX under these Terms and Conditions shall survive the termination, cancellation, or expiration of the term set forth in the Subscription Form.

9. MISCELLANEOUS.

9.1. *No Professional Advice.* None of the Services provided by RX are, nor are intended to be, legal, accounting or other professional advice or a substitute for advice of an attorney, accountant or any other professional. User Participant agrees and acknowledges that the content of the Services is intended only as news and general industry information and is not intended to be, and should not be relied upon as, professional advice. RX shall not be liable, and shall be held harmless, for any errors or omissions in the Services, and User Participant assumes all risks and liabilities in relying on the Services, contributing to a third party’s reliance on the Services, or inducing a third party to rely upon the Services. All content of the Services should be independently verified by User Participant. If any legal advice, professional advice,

or other expert assistance is required, User Participant will obtain the services of a competent, professional person, and will not rely on information provided on the Services as a substitute for such advice or assistance. No professional relationship, including but not limited to an attorney-client relationship, exists or shall be deemed to exist between User Participant (or any Authorized User Participant) and RX.

9.2. *Governing Law and Venue.* These Terms and Conditions shall be governed by and shall be construed in accordance with the laws of the State of New York, without regard to its conflicts of law principles. Any action or proceeding between User Participant and RX relating to or arising out of these Terms and Conditions or use of the Services shall be commenced and maintained exclusively in the state or federal courts in the State of New York, and User Participant hereby consents to the exclusive jurisdiction and venue of any state or federal court in the State of New York. Except where prohibited by law, any and all disputes, claims, and causes of action relating to or arising out of these Terms and Conditions or use of the Services shall be resolved individually, without resort to any form of class action and any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees and in no event any indirect, punitive, incidental, special, consequential, or other damages, including without limitation lost profits may be awarded.

9.3. *Waiver of Jury Trial.* THE PARTIES HERETO, ON BEHALF OF THEMSELVES AND THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, AGREE THAT ANY SUIT, ACTION, DISPUTE OR PROCEEDING, WHETHER BY CLAIM OR COUNTERCLAIM, BROUGHT OR INSTITUTED BY OR AGAINST ANY PARTY HERETO OR ANY HEIR, EXECUTOR, ADMINISTRATOR, SUCCESSOR OR ASSIGN OF ANY PARTY HERETO, ARISING OUT OF, CONCERNING OR IN ANY WAY RELATING TO THESE TERMS AND CONDITIONS OR THE USE OF THE SERVICES, OR ANY FACTS OR CIRCUMSTANCES IN WHICH THESE TERMS AND CONDITIONS OR SERVICES IS INVOLVED IN ANY WAY, SHALL BE TRIED WITHOUT A JURY. EACH PARTY HEREBY KNOWINGLY, EXPRESSLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY SUCH SUIT, ACTION, DISPUTE OR PROCEEDING, TO THE FULLEST EXTENT PERMITTED BY LAW.

9.4. *No Third Party Beneficiaries.* These Terms and Conditions shall be binding upon and inure solely to the benefit of the Parties and their respective permitted successors or assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

9.5. *No Assignment.* Neither party may assign these Terms and Conditions, in whole or in part, without the other party's prior written consent; provided, however, that either party may assign these Terms and Conditions to a successor in interest in the event of a reorganization, merger, consolidation or sale of all or substantially all of its assets or stock. Any assignment in violation of this section is null and void, ab initio.

9.6. *Severability.* If any provision of these Terms and Conditions is declared void or unenforceable by any court of competent jurisdiction in a final, non-appealable order or judgment, then all remaining provisions of these Terms and Conditions shall remain in full force and effect unless otherwise agreed to in writing by the Parties.

9.7. *Waiver; Remedies Cumulative.* The rights and remedies of the Parties are cumulative and not alternative. Neither any failure nor any delay by RX in exercising any right, power, or privilege under these Terms and Conditions or any of the documents referred to in these Terms and Conditions will operate as a waiver of such right, power, or privilege or any future exercise thereof, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power or privilege, or the exercise (or future exercise) of any other right, power, or privilege.

9.8. *Headings.* Headings or titles to sections or subsections in these Terms and Conditions are for convenience of reference only and shall not affect the meaning or interpretation of these Terms and Conditions or any part hereof.

9.9. *Compliance with Laws.* User Participant shall ensure that any activities undertaken by User Participant (or by any

Authorized User Participant) pursuant to these Terms and Conditions and any use of or access to the Services shall comply with all laws, rules, and regulations of the United States and other applicable jurisdictions, as such may be amended and in effect from time to time. Without limiting the foregoing, User Participant recognizes the global nature of the Internet, and further agrees to comply with all local rules regarding online conduct and acceptable content. Specifically, User Participant agrees to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which User Participant may reside or access the Services.

9.10. *Notices.* Subject to Section 9.11, all notices, consents, communications, and transmittals under these Terms and Conditions shall be in writing and shall be deemed received on the day of delivery if delivered by hand, by nationally recognized overnight courier or delivery service, or by facsimile (with written confirmation of the completed transmittal); or within three (3) business days if mailed by United States mail as certified or registered mail with return receipt, postage prepaid, addressed to the party to whom such notice is given at the address of such party stated in the Subscription Form. Any notices to RX should be sent to ContractNotices@reedexpo.com.

9.11. *Consent to Communication.* The User Participant agrees that RX reserves the right to send electronic or paper mail to the User Participant for the purpose of informing the User Participant of changes or additions to the Services or these Terms and Conditions. The User Participant further agrees that from time to time RX may contact the User Participant via electronic or paper mail for the purpose of soliciting feedback or participation in surveys relating to the Services.

9.12. *Force Majeure.* Except for any payment obligations, neither Party will be liable to the other for failure to fulfill obligations hereunder if such failure is due to causes beyond its control, including, without limitation, acts of God, earthquake, explosion, fire, flood, unusually severe or abnormal weather, embargo, catastrophe, sabotage, utility or transmission failures, strikes, lockouts or other labor difficulties, governmental actions, prohibitions or regulations, voluntary or involuntary compliance with any law or request of any governmental authority, national emergencies, insurrections, riots, wars or other civil disturbances, acts of terrorism, viruses or network outages, which did not result from the acts or omissions of such Party, its employees or agents ("Force Majeure Event"). The time for any performance required hereunder will be extended by the delay incurred as a result of such Force Majeure Event.

9.13. *Relationship of the Parties.* These Terms and Conditions shall not be construed to create or imply any partnership, agency, joint venture, employer-employee, or franchiser-franchisee relationship between each User Participant and RX.

9.14. *Survival.* Any provision of these Terms and Conditions which imposes an obligation on a User Participant after termination or expiration of these Terms and Conditions shall survive such termination or expiration of these Terms and Conditions.

9.15. *Entire Agreement.* These Terms and Conditions, together with User Participant's Subscription Form, if applicable, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, and understandings of the Parties, whether written or oral. There are no representations, promises, warranties, covenants, or undertakings other than those contained in these Terms and Conditions or the Subscription Form.

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