

Terms of Use

Last Modified: May 1, 2020

Acceptance of the Terms of Use

These terms of use are entered into by and between You and Conference Pro, Inc., a Delaware corporation ("**Conference Pro**," "**Company**," "**we**," or "**us**"). The following terms and conditions of service, together with any documents they expressly incorporate by reference (collectively, "**Terms of Use**"), govern your access to and use of the website myconferencepro.com or mobile applications, including any content, functionality, and services offered on or through the website or apps (the "**Service**"), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Service. **By using the Service or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at https://myconferencepro.com/Conference_Pro_-_Privacy_Policy.pdf, incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Service.

This Service is offered and available to users who are 18 years of age or older. You may not access or use the Service if you are a competitor of Company or if we have previously banned you from the Service or closed your account. By using this Service, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Service.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Service thereafter. However, any changes to the dispute resolution provisions set out in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice before the date the change is posted on the Service.

Your continued use of the Service following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time/frequently/each time you access this Service so you are aware of any changes, as they are binding on you.

Accessing the Service and Account Security

We reserve the right to withdraw or amend this Service, and any service or material we provide on the Service, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Service, or the entire Service, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Service.
- Ensuring that all persons who access the Service through your internet connection are aware of these Terms of Use and comply with them.

To access the Service or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Service that all the information you provide on the Service is correct, current, and complete. You agree that all information you provide to register with this Service or otherwise, including, but not limited to, through the use of any interactive features on the Service, is governed by our *Privacy Policy* (https://myconferencepro.com/Conference_Pro_-_Privacy_Policy.pdf), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Service or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Intellectual Property Rights

The Service and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Service for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Service, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.

- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Service for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide *social media features* with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Service or any services or materials available through the Service.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Service in breach of the Terms of Use, your right to use the Service will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Service or any content on the Service is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Service not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Trademarks

The Company name, the term Conference Pro, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Service are the trademarks of their respective owners.

Prohibited Uses

You may use the Service only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Service:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Service, or which, as determined by us, may harm the Company or users of the Service, or expose them to liability.

Additionally, you agree not to:

- Use the Service in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Service, including their ability to engage in real time activities through the Service.
- Use any robot, spider, or other automatic device, process, or means to access the Service for any purpose, including monitoring or copying any of the material on the Service.
- Use any manual process to monitor or copy any of the material on the Service, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Service.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Service, the server on which the Service is stored, or any server, computer, or database connected to the Service.

- Attack the Service via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Service.

User Contributions

The Service may contain host and exhibitor profiles, message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Service.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Service, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose/according to your account settings.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Service.

Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Service or the public, or could create liability for the Company.

- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Service.
- Terminate or suspend your access to all or part of the Service for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Service. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY/ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER THE COMPANY/SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot/do not undertake to review all material before it is posted on the Service, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.
- Be likely to deceive any person.

- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Copyright Infringement

If you believe that any User Contributions violate your copyright, please see our [Copyright Policy](#) for instructions on sending us a notice of copyright infringement. It is the policy of the Company to terminate the user accounts of repeat infringers.

Reliance on Information Posted

The information presented on or through the Service is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Service, or by anyone who may be informed of any of its contents.

This Service may include/includes content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Changes to the Service

We may update the content on this Service from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Service may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Service

All information we collect on this Service is subject to our [Privacy Policy](#). By using the Service, you consent to all actions taken by us with respect to your information in compliance with the [Privacy Policy](#).

Linking to the Service and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part.

This Service may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Service.
- Send emails or other communications with certain content, or links to certain content, on this Service.
- Cause limited portions of content on this Service to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Service or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Service other than the homepage.
- Otherwise take any action with respect to the materials on this Service that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Links from the Service

If the Service contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Service, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

The owner of the Service is based in the State of Delaware in the United States. We provide this Service for use only by persons located in the United States. We make no claims that the Service or any of its content is accessible or appropriate outside of the United States. Access to the Service may not be legal by certain persons or in certain countries. If you access the Service from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Service will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Service, including, but not limited to, your User Contributions, any use of the Service's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Service.

Governing Law and Jurisdiction

All matters relating to the Service and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Service shall be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware, in each case located in the City of Wilmington and County of New Castle County, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or

any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration

At Company's sole discretion, it may require You to submit any disputes arising from these Terms of Use or use of the Service, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Delaware law.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Conference Pro, Inc. regarding the Service and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Service.

Your Comments and Concerns

This website is operated by Conference Pro, Inc.

All notices of copyright infringement claims should be sent to the copyright agent designated in our Copyright Policy in the manner and by the means set out therein.

All other feedback, comments, requests for technical support, and other communications relating to the Service should be directed to:
support@myconferencepro.com

ADDITIONAL TERMS FOR HOST ACCOUNTS

Last Updated on May 1, 2020.

The following terms (“Host Terms”), in addition to the Terms of Service above, govern your access to and use of your Host Account. In the event of any conflict between these Host Terms and the Terms of Service, the Host Terms apply. If you have purchased products or services from Conference Pro on behalf of your business (e.g., advertising or business tools), the terms of that purchase apply in the event of any conflict with these Host Terms. Capitalized words used but not defined in these Host Terms have the meanings described in the Terms of Service. By creating, accessing, or using your Host Account, you are agreeing to these Host Terms and concluding a legally binding contract with Conference Pro. You are not authorized to create, access, or use a Host Account if you do not agree to these Host Terms.

PLEASE READ THESE BUSINESS TERMS CAREFULLY AS THEY REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

In the event of any termination of these Host Terms, whether by you or us, these Host Terms in their entirety will continue in full force and effect.

1. REQUIREMENTS, REPRESENTATIONS AND WARRANTIES

A. In order to access or use the Services, you agree that:

- i. you have the authority to act on behalf of the business or businesses associated with or claimed through your Host Account and bind any such business (including any corresponding business entity) to the Host Terms (such business or businesses, your “Host”);
- ii. your access to or use of the Host Site will only be in your capacity as an authorized representative of your conference;
- iii. you will not use the Consumer Site for business activities, including but not limited to flagging reviews or messaging people who have reviewed your conference;
- iv. your conference complies with applicable laws and does not offer, advertise, sell, or lease illegal products and/or services;
- v. you grant Conference Pro a non-transferable, non-exclusive, royalty-free limited license to display your public website on the Services, or allow for its display through iframes or other framing technology;
- vi. you agree that we may contact you, including by phone or email, using the contact information you provide us, make publicly available, or that we have on record for your business, and that our communications (including phone calls) with you may be monitored and recorded for quality purposes;
- vii. you understand that we may display health score information for your conference, and may place a Consumer Alert regarding that health score, on the business page for your conference;
- viii. you understand and agree that we may share certain aggregate or otherwise deidentified information about your responses to Request a Quote leads with

other conferences, for example, the number of total conferences responding to the lead and the speed of those responses; and

ix. you understand and acknowledge that non-disparagement clauses in certain consumer contracts, such as clauses that seek to restrict or prohibit reviews (including provisions that penalize consumers for posting reviews) about your conference, are prohibited under California law (Cal. Civil Code § 1670.8) and under the federal Consumer Review Fairness Act (15 U.S. Code § 45b) and you agree that you will not include such clauses in your consumer contracts, or otherwise attempt to enforce non-disparagement or 'gag' clauses against consumers under any circumstances. You understand that we may publicly notify consumers, including by placing a Consumer Alert on the business page for your conference, if we have a good faith belief that such clauses are used by your conference.

B. You represent and warrant that you will not, and will not authorize or induce any other party, to:

i. offer incentives of any kind, such as discounts, freebies, refunds, gift cards, contest entries, offers, or deals in exchange for the posting of reviews of your conference, or to prevent or remove reviews, and you understand and acknowledge that Conference Pro, through its Consumer Alerts, may publicly notify consumers about such incentives and other attempts to obtain, prevent, or remove reviews;

ii. solicit or ask for reviews from your customers;

iii. write reviews or vote on Content (e.g., voting user reviews as useful, funny, or cool) for your conference or your conference's competitors;

iv. pay or induce anyone to post, refrain from posting, or remove reviews, or otherwise attempt to circumvent Conference Pro's Recommendation Software (defined below) or fraud detection systems;

v. attempt to generate automated, fraudulent, or otherwise invalid ad impressions, inquiries, conversions, ad clicks, or other actions;

vi. use any automated means or form of scraping or data extraction to access, query or otherwise collect Conference Pro data, content and/or reviews from the Consumer Site or the Host Site, except as expressly permitted by Conference Pro;

vii. use any Conference Pro trademark or service mark in any manner without Conference Pro's prior written consent; or

viii. misrepresent your identity or affiliation to anyone in connection with Conference Pro.

C. You understand and acknowledge that Conference Pro allows consumers to post Content about your conference, including photos, ratings, and reviews. You understand and acknowledge that Conference Pro employs automated software in an effort to showcase the most reliable and useful reviews while displaying other reviews less prominently ("Recommendation Software"). You understand and acknowledge that while Conference Pro uses its Recommendation Software to identify potentially less helpful reviews, the Recommendation Software may sometimes suppress legitimate

reviews or fail to detect illegitimate reviews. You understand and acknowledge that any purchase of advertising or other paid features from Conference Pro will not influence the Recommendation Software or otherwise allow or enable You, directly or indirectly, to alter reviews or impact whether, where, or how reviews appear on Conference Pro.

The following Sections 2 and 3 apply if you are a resident of the United States or Canada only:

2. DISCLAIMERS AND LIMITATIONS OF LIABILITY

PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF CONFERENCE PRO TO YOU. FOR CLARITY, THE BELOW APPLIES IN ADDITION TO THE DISCLAIMERS AND LIMITATIONS OF LIABILITY DETAILED IN SECTION 12 OF THE TERMS.

The federal Communications Decency Act (47 U.S. Code § 230) limits the liability of interactive computer services, like Conference Pro, for their role in publishing third-party Content, including consumer reviews. Additionally, anti-SLAPP laws, such as Cal. Civ. Proc. Code § 425.16 in California, may require you to pay Conference Pro's attorneys' fees if you attempt to impose such liability on Conference Pro through legal proceedings.

3. ARBITRATION, DISPUTES, AND CHOICE OF LAW

FOR CLARITY, THIS SECTION GOVERNS ANY BUSINESS CLAIM BROUGHT BY YOU OR CONFERENCE PRO. ANY CLAIM NOT SUBJECT TO THIS SECTION IS INSTEAD GOVERNED BY SECTION 13 OF THE TERMS.

Except for Excluded Business Claims, any controversy or claim arising out of or relating to: (a) these Terms, or the breach thereof; or (b) your access to or use of your Host Account Business Site; (each such controversy or claim, a "Business Claim"), shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator will issue a reasoned award in writing, including all findings of fact and law upon which the award was made. The arbitrator will not have the power to commit errors of law, and the award may be vacated or corrected through judicial review by a court of competent jurisdiction under the California Arbitration Act for any such error. "Excluded Business Claims" means Claims related to intellectual property (like copyrights and trademarks) or violations of Section 7 of the Terms of Service (Representations and Warranties).

Business Claims shall be heard by a single arbitrator. Arbitrations will be held in San Francisco, California, but the parties may choose for themselves whether to appear in person, by phone, or through the submission of documents. The arbitration shall be governed by the laws of the State of California. The prevailing party shall be entitled to an award of reasonable attorneys' fees.

NOTWITHSTANDING THE FOREGOING, FOR ANY BUSINESS CLAIM THAT IS NOT SUBJECT TO ARBITRATION, INCLUDING WITHOUT LIMITATION EXCLUDED BUSINESS CLAIMS, YOU AGREE TO SUBMIT AND CONSENT TO THE PERSONAL AND EXCLUSIVE JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE STATE

AND FEDERAL COURTS LOCATED WITHIN SAN FRANCISCO COUNTY, CALIFORNIA, WHICH IS THE PLACE OF PERFORMANCE OF THESE BUSINESS TERMS.

YOU AND CONFERENCE PRO AGREE THAT EACH MAY BRING OR PARTICIPATE IN BUSINESS CLAIMS AGAINST THE OTHER ONLY IN THEIR RESPECTIVE INDIVIDUAL CAPACITIES, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. UNLESS BOTH YOU AND CONFERENCE PRO AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE BUSINESS CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IF A BUSINESS CLAIM IMPLICATES THIS SECTION, AND THIS SECTION IS FOUND TO BE INVALID, UNENFORCEABLE OR ILLEGAL BY A COURT, SUCH BUSINESS CLAIM MUST BE ADJUDICATED BY A COURT AND NOT BY AN ARBITRATOR.