

## **NCTA 2021 Virtual Annual Conference Attendee Terms & Conditions**

THE NATIONAL COLLEGE TESTING ASSOCIATION, INC. ("NCTA"), WELCOMES YOU TO THE NCTA 2021 VIRTUAL ANNUAL CONFERENCE (THE "EVENT").

### **Acceptance of Attendee Terms & Conditions**

NCTA PROVIDES THE EVENT TO YOU, YOUR EMPLOYEES, AGENTS, AND CONTRACTORS, AND ANY OTHER ENTITY OR PERSON ON WHOSE BEHALF YOU (COLLECTIVELY, "YOU") ACCEPT THESE NCTA 2021 VIRTUAL ANNUAL CONFERENCE ATTENDEE TERMS & CONDITIONS. THESE NCTA 2021 VIRTUAL ANNUAL CONFERENCE ATTENDEE TERMS & CONDITIONS ARE ENTERED INTO BY AND BETWEEN NCTA AND YOU (THE "TERMS"). YOU ACCEPT THEM AND AGREE TO BE BOUND BY THEM BY: (I) SIGNING UP FOR AN ACCOUNT ON THIS WEBSITE; (II) REGISTERING FOR THE EVENT VIA THIS WEBSITE; (III) ACCEPTING AN INVITATION TO THE EVENT; (IV) CONSENTING TO A THIRD PARTY REGISTERING YOU FOR THE EVENT; (V) ORDERING OTHER GOODS OR SERVICES VIA THIS WEBSITE; (VI) USING THIS WEBSITE OR ANY THIRD PARTY WEBSITE USED TO HOST OR DELIVER ANY PART OF THE EVENT; or (VII) PARTICIPATING IN THE VIRTUAL EVENT ((I) THROUGH (VII) COLLECTIVELY, THE "REGISTRATION ACTIVITIES").

### **Description of Services**

The Event is scheduled to take place from August 10, 2021, through August 13, 2021. This website provides access to an account, registration and other services for the Event, including but not limited to information regarding promotional, sales, sponsorship, and networking opportunities for colleges, universities, higher education and/or assessment professionals, and testing services providers and professionals who work in higher education testing and/or assessment ("Services"). The Event is virtual and will be hosted on Hopin (the "Platform").

NCTA reserves the right to change the Event structure, format, content, timing, or speakers without notice. The Event may be postponed or cancelled by NCTA for any reason. If such a situation should occur, this shall be in accordance with the Cancellation section of the Terms.

### **Eligibility**

If You are registering on behalf of your employer or a third party, You represent and warrant that You are at least 18 years old and are authorized to accept these Terms on behalf of each person that You register, and that each person You register agrees individually to be bound by these Terms and agrees to indemnify NCTA for violation of these Terms. You also represent and warrant that You have registered to attend the Event having only used a registration code that you are actually authorized to use.

### **Payment**

All payments must be made in United States dollars either by check to NCTA or by credit card through NCTA's appointed payment processor, Payscale. Admission to the Event will not be granted without payment being received in full by the applicable due date. NCTA's receipt of an application for registration and/or Your making payment for registration does not constitute NCTA's acceptance of Your offer to register for the Event. Whether or not NCTA accepts your application is within NCTA's sole discretion. NCTA will return any applications and payments that are not accepted.

### **Cancellations**

**You may cancel your registration and NCTA will provide a refund of 50%** of the registration fee, less a \$25 processing fee, if you send a written request to NCTA via email to [treasurer@ncta-testing.org](mailto:treasurer@ncta-testing.org) no later than July 24, 2021. You may not cancel your registration or request a refund after July 24, 2021.

NCTA reserves the right to cancel Your registration without notice if payment as required by these Terms is not received by NCTA by the due date, You fail to provide all information required in the relevant registration form, or You are in violation of these Terms or any other applicable terms and conditions. You agree that NCTA will not provide a refund, except as provided above, and is not responsible for any damages, direct or indirect, resulting from any such cancellations.

If NCTA cancels the Event, and You are a registered attendee who has paid Your Event registration fees in full, Your sole and exclusive remedy (whether under tort, contract, or otherwise), will be a refund of Your registration fee to the original method

of payment. You are liable for the cost of any foreign exchange, return or other bank fees arising out of the refund of Your registration fee.

If the Event is postponed, NCTA will provide You with a substitute registration for the new event. No refunds will be provided if the Event is postponed.

For the avoidance of doubt, You agree in no event shall NCTA be liable to You or any third party for any other costs, expenses, or damages, direct or indirect, consequential, punitive, incidental, special or general resulting from a postponement, cancellation, or termination.

### **Registration Changes**

The name of the conference registrant can be changed, for a \$25 fee. To move the conference registration to another name, an email must be sent (with the names of the current and intended registrant) no later than July 24, 2021 to [treasurer@ncta-testing.org](mailto:treasurer@ncta-testing.org).

### **Registration Sales**

Your Registration is personal to You. Sale of Event registrations other than directly from NCTA is strictly prohibited. If an invitation code was given to You by an exhibitor, sponsor, advertiser, or other party who properly acquired the registration from NCTA (the "Registration Provider"), that code is personal to You, and cannot be sold, gifted, published, or otherwise transferred without express written permission of NCTA. You agree You will not sell your registration, purchase a registration from any person or entity other than NCTA, publish/distribute any code such that others may use it without appropriate authorization, or in any way work to facilitate access (including Your own) to the Event by unauthorized means. By registering using a registration provided by the Registration Provider, You consent to the disclosure of Your personal data to such Registration Provider, including Your name, email address, company, and job title. If You wish to exercise any data protection rights with regard to how a Registration Provider processes or uses Your personal data, You must do so directly with such Registration Provider.

### **NCTA Trademarks and Logos**

Registering for and attending the Event does not grant You any rights to use NCTA's name, logos or trademarks. The Services and materials provided by registering and attending the Event, including all images, designs, photographs, writings, graphs, data, or otherwise are NCTA's property and are protected by international copyright, trademark, trade secret, or other proprietary rights.

### **Event Content**

The Event includes a combination of content that NCTA and other third parties create. In addition to the content created by third parties, some Website features will provide other users with an opportunity to submit, post, display, transmit and/or exchange information, ideas, opinions, photographs, images, video, creative works or other information, messages, transmissions or material to NCTA or others on or through the Website and/or Platform (collectively, the "**Content**"). You understand that the Content is provided by NCTA "AS IS" and that NCTA does not guarantee the accuracy, integrity or quality of any Content. In this regard, You acknowledge that You may not rely on any of this Content, whether created by or submitted to NCTA, including, Content that is posted on any bulletin board, chat, news group, community, forum or other feedback section of the Website (collectively, the "**Forums**"). You further understand and agree that the Website may include certain communications from NCTA (such as administrative messages and email responses to registrations made by users), and that these communications are considered part of the Event and You may not be able to opt out of receiving them.

NOTE: Some of the Content is available on mobile devices. You should not use such Content in a way that distracts You and prevents You from obeying traffic or safety laws.

### **Speaker Sessions**

Speaker sessions are central to the success of the Event. In order to provide You with a global platform for the exchange of ideas and insights, NCTA invites key figures from the industry to share their personal perspectives concerning the challenges and opportunities facing our industry today. Speakers are generally not employees of NCTA and NCTA neither pre-reviews nor comments on the content of speaker sessions. Speaker views and opinions are entirely their own and in no way reflect the views and opinions of NCTA.

## **Disclaimer of Content and Statements of Third Parties**

NCTA expressly disclaims any liability or responsibility for usage of, implementation of, impact from, or communications of the ideas or discussions presented by any attendee, speaker or other participant at the Event.

## **Non-Solicitation Disclaimer**

Please note that registration for attendance does not grant access to sponsorship benefits, which include but are not limited to: promotion and solicitation of products and services during conference, sponsor workshop, exhibit booth, promotional items in conference bags, or recognition during general sessions. For sponsor information, please contact [treasurer@ncta-testing.org](mailto:treasurer@ncta-testing.org) or see (<https://www.ncta-testing.org/2021-exhibit-sponsor>).

## **Attendee Postings**

Postings by attendees do not reflect the views of NCTA and NCTA does not verify, endorse, or vouch for any such content. However, NCTA does enforce the Terms. If NCTA determines, in its sole discretion, that any posting is inaccurate, was posted without authorization, or otherwise does or may violate the Terms, NCTA reserves the right, at any time, without prior notice and without limiting any and all other rights NCTA may have, at law or in equity, to: (a) modify, refuse or remove the posting; (b) revoke Your right to use the Website; and/or (c) use any technological, legal, operational or other means available to enforce the provisions of the Terms, including, without limitation, blocking specific IP addresses or deactivating Your registration.

## **Attendee List and Messaging**

As an attendee, You will be identified in the Attendee list and have access to messaging features in the Platform. These features are designed to help You find and connect with Your peers before, during and after the Event. Other attendees can view the profile information You supply, but will not have access to Your personal email address, or any other contact information about You, unless You choose to explicitly provide it to them in Your online posts, messages, meeting invitations, or another vehicle of Your choice. Our Event Code of Conduct and these Terms bind your usage of these features. However, Sponsors will have access to your email address and related contact information that you provide to NCTA at the time of registration.

## **Presentation Materials**

You may receive access to NCTA and third-party licensed content (collectively, the “**Presentation Materials**”). NCTA is not liable for the information in the Presentation Materials. You may use these Presentation Materials as well as session audio/video recordings where available solely for Your own internal, non-commercial purposes. Unauthorized distribution (via sales, copying, posting on intranet/internet) is expressly forbidden. You must receive NCTA’s prior written approval before excerpting or quoting the Presentation Materials.

## **Code of Conduct**

The Code of Conduct outlines NCTA’s expectations for You and all attendees who attend or access the Event and for those who utilize the Website or Platform to post Content or interact with other Event attendees. NCTA enforces this Code of Conduct and expects Your cooperation to help promote a safe environment and a productive Event experience for everyone.

When messaging or communicating via the Website and/or Platform, or otherwise engaging with the Event, please:

- Maintain a respectful, considerate, and courteous attitude towards everyone You engage with;
- Adhere to the NCTA Antitrust Policy;
- Make Your messages and invitations useful, informative and relevant to the Event;
- Do not demean, discriminate, abuse, harass, or threaten any individual or group;
- Do not spam Event participants;
- Do not post content that is obscene or otherwise objectionable;
- Do not use the Event for commercial or advertising purposes; and
- Do not post copyrighted content without permission from the owner.

When accessing and using the Website and its related subdomains, You are prohibited from:

- Violating any applicable laws, statutes, ordinances or regulations;
- Using the Service (or any part of it) for any illegal purpose;

- Promoting or providing information about illegal activities, promoting physical harm or injury against any group or individual, or promoting any illegal acts;
- Uploading or transmitting any computer viruses, macro viruses, Trojan horses, worms or any other harmful activity;
- Overriding any security feature of the Website or jeopardizing the security of Your account or someone else's account (such as allowing someone else to log in to the Website or use the Service as You);
- Interfering with the operation of, or placing an unreasonable load on, the Website (such as viruses, denial of service attack or gaming algorithms);
- Using manual or automated software, devices or other means or processes to access, scrape or crawl the Website or any content or information contained in it or the Service;
- Engaging in 'framing', 'mirroring', or otherwise simulating the appearance or function of the Website;
- Removing any copyright, trademark or other proprietary rights notices contained in or on the Website or from the Event;
- Modifying, creating derivative works or copying or storing any significant portion of the Website or Event or any related technology (unless allowed by law or expressly authorized by NCTA);
- Using filming equipment or other devices to record the Event;
- Using the Website (or any part of it) in a manner which may result in: (i) the Website and/or the Event being interrupted, damaged, rendered less efficient or such manner designed to interfere with, interrupt or disrupt the normal operating procedures of a computer or Website; (ii) sharing any material which is unlawful, libelous, abusive, obscene, pornographic, discriminatory, harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar invasive of another's privacy, hateful or otherwise objectionable, defamatory, offensive, or of an obscene or menacing character, or that may cause annoyance, inconvenience or needless anxiety; (iii) impairing the effectiveness or functionality of the Website or the Event; or (iv) violating or infringing the rights of any person, firm or company (including, but not limited to, intellectual property rights, confidentiality and/ or privacy);
- Attempting to grant any unauthorized access to any part or component of the Website;
- Copying or distributing any part of the Website in any medium without our prior written consent;
- Altering or modifying any part of the Website other than as may be reasonably necessary to use the Website for its intended use; or
- Reverse engineering, decompiling, disassembling deciphering or otherwise attempting to obtain the source code or underlying ideas or information of or relating to the Website or any related technology, or any part thereof unless allowed by law.

NCTA reserves the right to terminate or restrict your use of our Service, the Website or Platform if you violate these Terms or are engaged in illegal or fraudulent use.

### **Privacy and Data Protection**

For Event Attendees, NCTA will collect certain information about You and use it to provide You with information and services associated with the Event. We process this information to fulfil the offer You have made to receive Services. The data we process as part of the event administration includes:

- Primary Email
- First Name
- Last Name
- Second Last Name
- I identify my gender as
- Company Name
- Job Title
- Country / Region
- Address
- City
- State / Province
- Postcode / Zip Code
- Mobile (Country Code / Number)
- Additional Email Address
- Your Job Function
- Your Area of Responsibility

- Your Company Industry Type
- Your Areas of Interest

Your data is used for the administration and management of the Event (which may occur through external providers), including the following:

- Validation of Your being entitled to participate in the Event;
- Communication with You regarding the Event; and
- Sharing Your data with selected Event Partners.

Please kindly note that the Website and/or Platform and all relatable platforms (Sponsor showcase/ expo/ socials) will be recorded and photographed. By agreeing to these Terms You give consent for video recordings, audio and photos of You to be used during and post Event. This includes the release, publication, exhibition, or reproduction of such assets for promotional purposes, social media posts, website resource, PR, podcasts, On Demand, Webinars, NCTA and Event Partner communications or any other purpose.

### **Intellectual Property Rights**

All intellectual property rights in and to the Event, the Content, the Services and all materials distributed at or in connection with the Event are owned by us, our related companies, and/or the Event Partners or speakers participating in the Event. You agree not to reproduce, modify, distribute, license, perform, publish, create derivative works from or use (except as authorized and in accordance with these Terms) the Event or the Services for any reason.

Nothing in these Terms shall vest in you any legal or beneficial right in or to any intellectual property rights owned or used under license by NCTA or our related companies, or grant to you any right or license to any other intellectual property rights of NCTA. All such intellectual property rights shall remain the exclusive property of NCTA and our related companies. It is strictly forbidden for any company, organization, or person to attempt to host or organize any event in conjunction with, contiguous to or purporting to be related to the Event or its affiliates without the express prior permission and cooperation of NCTA. We reserve their right to take such action (legal or otherwise), including a claim for damages as we, in our sole discretion, deem appropriate in the circumstances.

### **Term and Termination**

These Terms are effective from the moment You carry out any of the Registration Activities until terminated by NCTA. You agree that NCTA may terminate these Terms in NCTA's sole discretion at any time without prior notice. In the event of termination, You are no longer authorized to attend the Event. You agree that NCTA is not liable to You or any third party for any termination of Your access to the Services or the Event, unless otherwise stated herein.

The following Sections survive any termination of the Terms: NCTA Trademarks and Logos, Privacy and Data Protection, Your Collection of Attendee and Exhibitor Data, Eligibility, No Warranty, General Assumption of Risk and Release of Claims, COVID-19 Assumption of Risk and Waiver of Liability, Limitation of Liability, Class Action Waiver, and Indemnification.

### **Third Party Services**

The Event website or app may contain or make available information on other services provided by third parties (each, a "Third Party Service"). NCTA is not responsible for any issues or disputes between you and any provider of Third Party Services. You are responsible for complying with each Third Party Service Provider's terms and conditions and cancellation policy, including if the Event is cancelled or postponed for any reason.

### **Changes to the Event or Services and Restrictions on Access**

The Event and the Services are subject to change at any time. NCTA does not guarantee the attendance of any third party (including any exhibitor or speaker), or that any scheduled session, breakout, keynote or other activity will take place.

NCTA reserves the right, including without prior notice, to make any change to the Event or Services at any time for any reason (including modification of the schedule or content of, or cancellation of, any session, breakout, keynote or other activity). NCTA

is not responsible for, and will not issue any refunds, if there is change to an Event (including modification of the overall Event program, or the schedule or content of, or cancellation of any session, keynote or other activity).

NCTA reserves the right, including without prior notice, to limit the number of Event attendees and participants, to cancel or terminate any Event registration, to bar any person from attending all or any part of any Event, and to refuse to provide any person with access to Event materials.

### **Privacy and Data Protection**

In general, NCTA collects and uses information about You in connection with the provision of the Services and for account administration. If you complete any Registration Activities for the Event, NCTA will collect certain information about You and use it to provide You with information and services associated with the Event. We process this information to fulfil the offer You have made to receive Services.

### **Your Collection of Attendee and Exhibitor Data**

You may receive personal and contact information from attendees and exhibitors that is voluntarily provided to You or otherwise obtained in accordance with applicable law. You cannot sell any of this information and must comply with any restrictions placed on the use of such information.

### **Recordings by You**

By participating in this Event, You agree that You will not make any recording of the Event or take any photographs for any purpose; and You will not publish, license or in any way disseminate recordings or photographs taken of the Event or of any persons or material.

### **Recordings by NCTA and Authorized Third Parties**

You consent to NCTA and its authorized third parties making and storing recordings of You, Your image, Your voice and likeness by any means (the "Recordings") without compensation of any kind to You. You release NCTA, its affiliates, and its authorized third parties from any and all claims and causes of action You may have now or in the future including but not limited to defamation, invasion of the right of privacy, publicity or personality, copyright or trademark infringement and unfair competition, and agree not to institute any legal action based on any grounds whether or not specified in this section. You agree that NCTA, or the applicable third party, is the copyright owner of the Recordings, and is not obligated to use the Recordings. All the rights granted to NCTA by You hereunder are irrevocable and perpetual, and You waive all rights to any equitable relief in connection with the Terms set forth herein. To exercise Your data subject rights with respect to third parties' recordings, You must contact that third party directly.

Your acts and statements contained in the Recordings will not violate any right of any third party.

### **Attendee License Granted to NCTA.**

By registering for and/or participating in the Event, You grant NCTA a non-exclusive, irrevocable, non-transferable, non-assignable, sublicensable, royalty-free, fully paid, worldwide right and license to use Your name, likeness and voice for the exclusive purposes of copying, streaming, recording, broadcasting, displaying and transmitting Your name, likeness and voice in any media format for the purpose of facilitating the production, recording and streaming of the Event, including the Internet-based virtual component of the Event, without limitation and without requiring NCTA to pay You any fees, royalties or honoraria.

### **No Warranty**

THE GOODS AND SERVICES ORDERED THROUGH NCTA WEBSITES ARE PROVIDED TO YOU "AS IS". NCTA GIVES NO EXPRESS WARRANTIES, GUARANTEES, OR CONDITIONS. TO THE EXTENT PERMITTED BY LAW, NCTA EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

### **GENERAL ASSUMPTION OF RISK AND RELEASE OF CLAIMS**

**YOU ACKNOWLEDGE AND AGREE THAT YOUR PARTICIPATION IN THE EVENT OR ANY RELATED ACTIVITIES IS COMPLETELY VOLUNTARY AND YOU UNDERSTAND THE NATURE OF THE EVENT.**

**TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU ACCEPT AND ASSUME ALL RISKS OF ANY AND ALL PERSONAL INJURY OR DAMAGE TO YOUR PERSONAL PROPERTY THAT YOU MAY FACE WHILE PARTICIPATING IN THE EVENT. YOU HEREBY RELEASE NCTA AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, AGENTS, LICENSORS, SUCCESSORS AND ASSIGNS FROM, AND WAIVE, ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS, DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COSTS) THAT YOU MAY HAVE NOW OR IN THE FUTURE, WHETHER KNOWN OR UNKNOWN, FORSEEN OR UNFORSEEN, ASSOCIATED IN ANY WAY WITH THE EVENT.**

#### **LIMITATION OF LIABILITY**

**NCTA AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, AGENTS, LICENSORS, SUCCESSORS AND ASSIGNS WILL NOT BE LIABLE TO YOU UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR (I) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, OR (II) LOST PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, OR GOODWILL. SUBJECT TO THE ABOVE AND THE WAIVERS OF LIABILITY SET FORTH IN THESE TERMS, THE AGGREGATE LIABILITY OF NCTA AND NCTA AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, AGENTS, LICENSORS, SUCCESSORS AND ASSIGNS TO YOU UNDER THESE TERMS OR IN RELATION TO THE EVENT WILL NOT EXCEED THE REGISTRATION FEE PAID BY YOU, AND RECEIVED BY NCTA, TO ATTEND THE EVENT. THE LIMITATIONS IN THIS SECTION APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. YOU AGREE THAT ANY ACTION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CLAIM OR CAUSE OF ACTION ARISES.**

#### **CLASS ACTION WAIVER**

**YOU HEREBY AGREE THAT ANY AND ALL DISPUTES MUST BE BROUGHT ON AN INDIVIDUAL BASIS ONLY. BY AGREEING TO THESE TERMS, YOU HEREBY WAIVE ANY RIGHT TO LITIGATE ANY CLAIM AS A CLASS ACTION OR REPRESENTATIVE ACTION AGAINST NCTA OR ITS AFFILIATES.**

#### **Indemnification**

You agree to indemnify, defend, and hold harmless NCTA, and its affiliates, and their respective officers, directors, employees, contractors, representatives, agents, licensors, successors and assigns from and against any and all claims, demands, losses, damages, judgements, settlements, costs and expenses, including reasonable attorney fees, arising out of or related in any way to any breach of these terms by You, any breach of an applicable law by You, or any other liabilities incurred by NCTA relating to or arising out of Your attendance, participation or access to, the Event.

#### **Force Majeure**

Where the Event or services are unavailable for any reason beyond the reasonable control of NCTA, we shall have no liability (whether direct or indirect) to You. We are not liable if the Event is, in whole or in part, cancelled, rescheduled or postponed, or for any failure or delay to perform our obligations under these Terms, if such event results from anything beyond our reasonable control, including but not limited to: (a) power or server outages or electronic or communications failure; (b) update or maintenance periods; (c) acts of God, flood, drought, earthquake or other natural disaster; (d) disease, epidemic or pandemic; (e) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (f) nuclear, chemical or biological contamination or sonic boom; (g) any law or any action taken by a government or public authority; (h) collapse of buildings, fire, explosion or accident; (i) any labor or trade dispute, strikes, industrial action or lockouts; (j) non-performance by suppliers or subcontractors; (k) interruption or failure of utility service, (l) or anything else that renders performance of the Event, in whole or in part, impracticable, illegal or impossible.

#### **Modifications to the Terms**

NCTA may modify these Terms at any time by posting a revised version on the Event website. The modified terms will become effective upon posting. NCTA has no obligation to directly notify You of changes to these Terms. By attending the Event or

accessing the Services after NCTA has posted modifications to these Terms, You expressly agree to be bound by the modified terms. It is Your responsibility to check the Event website regularly for modifications to these Terms.

### **Entire Terms**

These Terms constitute the entire agreement between NCTA and You with respect to the Event, and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between You and NCTA with respect to the Event. However, there may be legal notices on other areas of this website that relate to the ordering of goods and services, all of which will, together with these Terms govern Your ordering of Services. A printed version of the Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. If for any reason a court of competent jurisdiction finds any provision of the Terms or portion thereof to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Terms, and the remainder of the Terms shall continue in full force and effect. No waiver by either party of any clause, breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

### **Electronic Communications and Electronic Signatures**

You agree to be bound by any affirmation, assent, or agreement You transmit through this Website or an App associated with the Event, including but not limited to any consent You give to receive communications from NCTA solely through electronic transmission. You agree that when in the future You click on "I agree," "I consent," "I have read and accept" or other similarly worded "button", entry field or check box with Your mouse, keystroke, or other computer device, Your agreement or consent is legally binding and enforceable and the legal equivalent of Your handwritten signature.

### **General**

The section titles in these Terms are solely used for the convenience of the parties and have no legal or contractual significance. Notices to You may be made via either e-mail or regular mail.

### **Governing Law**

These Terms and all matters and disputes arising out of or relating to these Terms, whether in contract, tort, by statute or otherwise, are governed by, and construed in accordance with, the laws of the State of Florida, United States without giving effect to the conflict of law provisions. The parties agree to submit to the exclusive jurisdiction of the courts in Miami-Dade County, Florida, United States or the US District Court for the Southern District of Florida.