

Terms of Use

National Indian Gaming Association Conference & Expo

TERMS OF USE AGREEMENT

Effective OCTOBER 3, 2017

Welcome to our websites located at www.midyear-nationalindiangamingtradeshow.com and indiangamingtradeshow.com (the "Sites"). The Sites allow you to: (a) register to exhibit or attend shows or festivals run by National Indian Gaming Association Mid-Year Conference & Expo ("we," "us," "our"), (b) participate in interactive features that we may make available from time to time; or (c) simply view the Sites. We prepared this Terms of Use Agreement (this "Agreement") to help explain the terms that apply to your use of the Sites. Regardless of how you use the Sites, your conduct when you use the Sites is governed by this Agreement.

- 1. Updates to this Agreement.** We may modify this Agreement from time to time. We will notify you of material changes to this Agreement by posting the amended terms on the Sites. If you do not agree with the proposed changes, you should discontinue your use of the Sites. If you continue using the Sites after the new terms take effect, you will be bound by the modified Agreement.
- 2. Privacy Policy.** In connection with your use of the Sites, please review our [Privacy Policy](#) in order to understand how we use information we collect from you when you access, visit or use the Sites. The Privacy Policy is part of and is governed by this Agreement and by agreeing to this Agreement, you agree to be bound by the terms of the Privacy Policy and agree that we may use information collected from you in accordance with its terms.
- 3. Affirmative Representations Regarding Your Use of the Sites.** When you use the Sites, you represent that: (a) the information you submit is truthful and accurate; (b) your use of the Sites and your use of services available on the Sites do not violate any applicable law or regulation; (c) you are 18 years of age or older; (d) you are of sufficient legal age or otherwise have legal capacity to legally enter into this Agreement, (e) you will use the Sites in compliance with applicable law, and (f) if you use the Sites, including registration functions, for a corporation or any other entity that you have the full authority to do so.
- 4. Registrations.** You may register either to exhibit at or attend National Indian Gaming Association Mid-Year Conference & Expo, using forms provided by us or via the Sites. If you register via the Sites, the terms and conditions set out in the registration materials apply as if provided in these Terms and you expressly agree to all of them. In addition, you agree that you shall pay National Indian Gaming Association Mid-Year Conference & Expo all applicable fees and taxes. We (or our third-party payment processor) shall process your credit card, bank account or other approved payment facility that you provided during the registration proves for the full payment of the fees and any applicable taxes and you hereby consent to the same. All payments will be charged and made in U.S. dollars.

You must provide current, complete, and accurate billing and credit card information. You must promptly update all billing information (such as company name, if applicable, billing address, card number, and expiration date) to keep your account current, complete, and accurate, and you must promptly contact us if your credit card is lost or stolen, or if you become aware of a potential breach of account security (such as an unauthorized disclosure or use of your Sign-In Name or Password). You

hereby authorize us to obtain or determine updated or replacement expiration dates for your credit card in the event that the credit card you provided us expires. We reserve the right to charge any renewal card issued to you to the same extent as the expired card. If payment is not received from your credit card issuer, you hereby agree to pay all amounts due upon demand. You agree to pay all costs of collection, including attorney's fees and costs, on any outstanding balance. In certain instances, the issuer of your credit card may charge you a foreign transaction fee or related charges, which you will be responsible to pay. You are advised to check with your bank and credit card issuer for details.

All registrations are subject to the terms and conditions provided to you at the time of registration and you agree to all such terms and conditions.

5. Rules Governing Prohibited Activities. You agree that you in connection with your use of the Sites, you will not:

(a) use the Sites for any unauthorized purpose including collecting usernames and/or email addresses of other users by electronic or other means for the purpose of sending unsolicited email or other electronic communications, or engaging in scraping the Sites, unauthorized framing of, or linking to, the Sites without our express written consent;

(b) transmit chain letters, bulk or junk email or interfere with, disrupt, or create an undue burden on the Sites or the networks or services connected to the Sites, including without limitation, hacking into the Sites, or using the system to send unsolicited or commercial emails, bulletins, comments or other communications;

(c) impersonate any other person or entity, sell or let others use your profile or password (if applicable), provide false or misleading identification or address information, or invade the privacy, or violate the personal or proprietary right, of any person or entity;

(d) decompile, disassemble, modify, translate, adapt, reverse engineer, create derivative works from or sublicense the Sites, or any portion thereof; or

(e) circumvent, disable or otherwise interfere with security related features of the Sites or features that prevent or restrict use or copying of any Materials (as defined in Section 6) or enforce limitations on use of the Sites or the Materials on the Sites.

6. Our Intellectual Property Rights. All of the content on the Sites and the trademarks, service marks, and logos contained on the Sites and occasionally available for download or use on social media ("Materials"), are owned by or licensed to us and are subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. The Sites and the Materials are for your information and use in connection with the National Indian Gaming Association Mid-Year Conference & Expo only and not otherwise for commercial exploitation. You agree that any use you make of the Materials will abide by the terms and directions provided on the Sites and that you will not use the Materials in any other fashion. We reserve all rights not expressly granted in and to the Sites, and the Materials. If you download or print a copy of the Materials for your own use, you must retain all trademark, copyright and other proprietary notices contained in and on the Materials. All goodwill generated from the use of the Materials including without limitation all trademarks, service marks, and logos inures to our benefit.

You further agree not to access the Sites by any means other than through the interface that we provide, unless otherwise specifically authorized by us in a separate written agreement.

7. Our Management of the Sites

(a) We reserve the right, but do not undertake the obligation to: (i) monitor or review the Sites for violations of this Agreement and for compliance with our policies; (ii) report to law enforcement authorities and/or take legal action against anyone who violates this Agreement; and (iii) manage the Sites in a manner designed to protect our and third parties' rights and property or to facilitate the proper functioning of the Sites.

(b) WITHOUT LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION, AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITES TO ANY PERSON FOR ANY REASON OR FOR NO REASON AT ALL, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THIS AGREEMENT, OR OF ANY APPLICABLE LAW OR REGULATION.

8. Term Survival

(a) **Term**. This Agreement shall remain in full force and effect while you use the Sites. You may terminate your use or participation at any time, for any reason, by ceasing to use the Sites. We may also, in our sole discretion, limit, suspend, or terminate the Sites or prohibit access to them.

(b) **Survival**. Even after you cease using the Sites or following termination, the provisions of this Agreement applicable by their terms after termination and as set forth in Sections 6, 11, 12, 13, 14, and 15 will remain in effect.

9. Third Party Sites. The Sites may contain links to websites operated by third parties (including without limitation the third party service provider that process registrations to our events) ("Third Party Sites"). Some of these Third Party Sites may be "co-branded" with our logos, for example our Facebook and Twitter pages which you can access through links on the Sites; however, these Third Party Sites are not operated or maintained by us. We do not own or operate the Third Party Sites, and we have not reviewed, and cannot review, all of the material, including goods or services, made available through Third-Party Sites. The availability of these links on the Sites does not represent, warrant or imply that we endorse any Third Party Sites or any materials, opinions, goods or services available on them. Third party materials accessed through or used by means of the Third Party Sites may also be protected by copyright and other intellectual property laws. THIS AGREEMENT DOES NOT APPLY TO THIRD PARTY SITES. BEFORE VISITING A THIRD PARTY SITE BY MEANS OF THE SITES OR A LINK LOCATED ON THE SITES, USERS SHOULD REVIEW THE THIRD PARTY SITE'S TERMS AND CONDITIONS, PRIVACY POLICY AND ALL OTHER SITE DOCUMENTS, AND INFORM THEMSELVES OF THE REGULATIONS, POLICIES AND PRACTICES OF THESE THIRD PARTY SITES.

10. Binding Arbitration. In the event of a dispute arising under or relating to these Terms of Use or the Sites (each, a "Dispute"), either party may elect to finally and exclusively resolve the dispute by binding arbitration governed by the Federal Arbitration Act ("FAA"). Any election to arbitrate, at any time, shall be final and binding on the other party. IF EITHER PARTY CHOOSES ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO

LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL. DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. All disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the FAA. Any court in Atlanta, Georgia may enforce the arbitrator's award. The arbitration shall be administered by the Judicial Arbitration and Mediation Services ("JAMS") pursuant to JAMS' Streamlined Arbitration Rules and Procedures, if applicable, or otherwise pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules (the "JAMS Rules"). Such disputes will be resolved by the arbitrator as determined under the JAMS Rules. The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in Atlanta, Georgia. The parties may litigate in court to compel arbitration, to stay proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. In addition, we may litigate in court to seek injunctive relief.

11. **Class Action Waiver.** You agree that any arbitration or proceeding shall be limited to the Dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

12. **Warranty Disclaimer; Limitation on Liability**

Disclaimer of Warranties

(a) ALL MATERIALS OR ITEMS PROVIDED THROUGH THE SITES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OR CONDITIONS OF ANY KIND. BY OPERATING THE SITES, WE DO NOT REPRESENT OR IMPLY THAT WE ENDORSE ANY MATERIALS OR ITEMS AVAILABLE ON OR LINKED TO BY THE SITES, INCLUDING WITHOUT LIMITATION, CONTENT HOSTED ON THIRD PARTY SITES, OR THAT WE BELIEVE ANY MATERIALS OR ITEMS TO BE ACCURATE, USEFUL OR NON-HARMFUL. WE CANNOT GUARANTEE AND DO NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SITES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THE SITES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. YOU AGREE THAT YOUR USE OF THE SITES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE AND EACH OF OUR AFFILIATED ENTITIES, INCLUDING WITHOUT LIMITATION, OUR PARENT ENTITIES AND SUBSIDIARIES AND OUR AND THEIR ADVERTISERS, LICENSORS, SPONSORS, EXHIBITORS, OFFICERS, DIRECTORS, INVESTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS AND OTHER CONTRACTORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED IN CONNECTION WITH THE SITES AND YOUR USE THEREOF.

(b) WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, TIMELINESS OR COMPLETENESS OF THE SITES' CONTENT, THE CONTENT OF ANY SITE LINKED TO THE SITES, INFORMATION OR ANY OTHER ITEMS OR MATERIALS ON THE SITES OR LINKED TO BY THE SITES. WE ASSUME NO LIABILITY

OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES OR INACCURACIES OF CONTENT AND MATERIALS, (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SITES OR SERVICES, (C) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITES, (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITES BY ANY THIRD PARTY, AND/OR (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITES.

(c) **Limited Liability.** IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE SITES, MATERIALS OR ANY OTHER CONTENT THEREIN. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, OUR LIABILITY TO YOU IN RESPECT OF ANY LOSS OR DAMAGE SUFFERED BY YOU AND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR FOR BREACH OF STATUTORY DUTY OR IN ANY OTHER WAY SHALL NOT EXCEED \$50.

(d) **Exceptions to Disclaimers and Liability Limitations.** SOME STATES OR JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN ONE OF THESE STATES OR JURISDICTIONS, THE LIMITATIONS OR EXCLUSIONS IN THIS SECTION MAY NOT APPLY TO YOU.

13. **Indemnity.** You agree to indemnify and hold us, our subsidiaries, affiliates, parent companies and licensors and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Sites or Materials in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above.
14. **Miscellaneous.** This Agreement constitutes the entire agreement between you and us regarding the use of the Sites and supersedes any prior or contemporaneous understandings and agreements between you and us related to the subject matter hereof. The section titles in this Agreement are for convenience only and have no legal or contractual effect. Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of the applicable right or provision. This Agreement operates to the fullest extent permissible by law. If any provision or part of a provision of this Agreement is unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. We may assign our rights under this Agreement without your approval. This Agreement is governed by the laws of the United States of America and of the State of Georgia without regard to their conflict of laws provisions.
15. **No Modifications by Our Employees.** If any of our employees offers to modify the terms of this Agreement, he or she is not acting as an agent for us or speaking on our behalf. You may not rely, and should not act in reliance on, any statement or communication from our employees or anyone else purporting to act on our behalf.

16. Contact Information. If you have any questions about this Agreement or your account, you may contact us by email at mfarquharson@urban-expo.com