



Volume Graphics User Group Meeting
North America 2019

EVENT SERVICES TERMS AND CONDITIONS

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User Group Meeting North America: Canada, USA, Mexico

Volume Graphics, Inc., a North Carolina corporation ("Volume Graphics"), will host the User Group Meeting North America ("UGMNA") from Wednesday April 3, 2019 through Thursday April 4, 2019 (the "Event Dates") in Charlotte, North Carolina. These terms and conditions (the "Terms") apply to any person, delegate, accompanying person, or company that attends, purchases a ticket for, or otherwise participates in any of the UGMNA events, regardless of whether they have formally registered (the "Attendee").

1. Registration

- 1.1. Attendee may register for the UGMNA by (1) submitting the Online Registration Form with all required details included, (2) agreeing to the terms contained in the Online Registration Form and these Terms, and (3) submitting any due payment for the tickets after receiving a booking acceptance ("Booking Acceptance"). The registration is not complete until Volume Graphics has sent the Booking Acceptance and payment link to the Attendee via email and the ticket price has been paid in accordance with Section 2.
- 1.2. If the tickets are purchased by a company or organization, the Online Registration Form must include the names of the designated Attendees. These terms will apply to both the company or organization and the designated Attendees. The Booking Acceptance is limited to the Attendee(s) specified in the Booking Acceptance only and is non-transferable.
- 1.3. Tickets are limited and Volume Graphics may refuse Attendee's registration for any reason in its sole discretion.
- 1.4. In the event of any inconsistency between the terms found in the Online Registration Form and these Terms, the Online Registration Form will prevail.

2. Ticket Price

- 2.1. The ticket price per Attendee is USD 250 ("Ticket Price"). If the Attendee submits the Online Registration Form before January 3, 2019 at 12:00 PM EST, the Ticket Price will be reduced by 20% for an early bird ticket price of USD 200 per Attendee ("Early Bird Discount"). The Ticket Price does not include applicable taxes, levies, and other fees, which may become due or payable.
- 2.2. Attendee will pay Volume Graphics, without set-off or deduction, the Ticket Price within five (5) calendar days from the date of the Booking Acceptance. The Booking Acceptance and payment invoice will be sent to the email address provided during the application process. The Ticket Price must be paid in USD.
- 2.3. Attendee will pay to Volume Graphics all taxes, fees, levies, assessments, and charges which may now or hereafter be imposed by any government authority on or with respect to the UGMNA or these Terms; *provided* that Attendee will not be responsible for any taxes imposed on Volume Graphics's net income.
- 2.4. If Attendee fails to pay the Ticket Price or any other required fees within the allotted five (5) calendar days, Volume Graphics will automatically rescind the Booking Acceptance and may re-sell the Attendee's ticket.

3. The UGMNA Event

- 3.1. Attendee is entitled to participate in the UGMNA as soon as the Booking Acceptance is sent and the Ticket Price is paid in full.
- 3.2. During the event hours, Attendee will have:
 - > Access to the exhibition
 - > Access to presentations of external speakers
 - > Access to presentations by Volume Graphics employees
 - > Access to software product demonstrations
 - > Opportunities to network
 - > Access to catering throughout the event, including breakfast, lunch, and beverages
 - > Access to a joint evening event, including dinner and beverages
 - > Transportation between the event venues via private bus.
- 3.3. After the event, Volume Graphics will provide access to a restricted download area to view and download many of the presentations held at the UGMNA for a period of four (4) months after the end of the UGMNA.

3.4. The tentative schedule of events is as follows:

Event dates: Wednesday, April 3 – Thursday, April 4, 2019

Event venue:	<u>Exhibition and presentations</u> Mint Museum UPTOWN At Levine Center for the Arts 500 South Tryon Street Charlotte, NC 28202	<u>Evening reception</u> Carolinas Aviation Museum 4672 First Flight Drive Charlotte, NC 28208
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Event hours:

April 3, 2019	8:30 am until app. 5:00 pm	6:30 pm until app. 10:00 pm
April 4, 2019	8:30 am until app. 4:00 pm	

Private Bus: April 3, 2019

Outward journey	Departure app. 6:00 pm	Arrival app. 6:30 pm
Return journey	Arrival app. 10:30 pm	Departure app. 10:00 pm

4. Cancellation

- 4.1. Volume Graphics reserves the right to cancel or reschedule any or all UGMNA events or to change the event venue or event hours of the UGMNA at any time prior to the originally scheduled Event Dates. In the event that Volume Graphics cancels all UGMNA events or event services or reschedules all UGMNA events or event services to a time when Attendee cannot attend, Volume Graphics will refund the Ticket Price. This refund constitutes Volume Graphic's sole liability to the Attendee for any cancellation or rescheduling of all UGMNA events and any such cancellation or rescheduling, as the case may be, will not give rise to any claim by Attendee against Volume Graphics.
- 4.2. In the event Attendee cancels a confirmed registration for the UGMNA, Volume Graphic's obligations under these Terms will terminate and the following refunds will apply:
- > If Attendee cancels before February 1, 2019:
100% refund of the Ticket Price.
 - > If Attendee cancels between February 1, 2019 and February 28, 2019:
50% refund of the Ticket Price.
 - > If Attendee cancels after February 28, 2019:
No refund of the Ticket Price.
- 4.3. The refunds set out in this Section 4 constitute Volume Graphic's sole liability and obligation, and Attendee's sole and exclusive remedy in the event of Attendee's cancellation of a confirmed registration.
- 4.4. If Attendee cancels a confirmed registration, Attendee shall be liable for any and all fees, including, without limitation, third party fees, arising or resulting from such cancellation. Attendee will reimburse Volume Graphics for any such amounts within five (5) days of written request by Volume Graphics. Attendee's obligation to reimburse Volume Graphics for such amounts will survive termination of these Terms.

5. Confidentiality

All information, documents, records, and materials of Volume Graphics or its affiliates, in whatever form, describing or related to the UGMNA, are confidential information of Volume Graphics or its affiliates, as the case may be; *provided* Attendees may be granted permission to download certain presentations for their personal use. Any disclosure of such information, documents, records, and materials to any other person other than Attendee without the prior written consent of Volume Graphics in each instance is strictly prohibited. Attendee's breach or threatened breach of this Section 5 would cause Volume Graphics and its affiliates irreparable harm. Volume Graphics and its affiliates will be entitled to seek specific performance, injunctive relief or other equitable relief to prevent a breach, or any continuation of a breach of this Section 5, in addition to all of Volume Graphic's and its affiliates' other rights and remedies at law or in equity.

6. Attendee Obligations and Conduct

- 6.1. Attendee agrees to: (a) respond promptly to any Volume Graphic's request that is reasonably necessary for Volume Graphics to perform under these terms; and (b) provide complete and accurate information as Volume Graphics may request from time to time in order to perform under these Terms. Attendee is solely responsible for determining whether and how to use any information Attendee receives at the UGMNA.
- 6.2. Attendee agrees to abide by all fire, safety, and health regulations of the local, city, state, and event locations where the UGMNA is held. Attendee must comply with all applicable federal, state, and local ordinances, as well as any provided policies and procedures. Attendees who violate such rules and/or who behave in an unsafe or careless manner while attending UGMNA may be asked to leave immediately and will be held responsible for their actions. The Attendee acknowledges that such violations may result in the Attendee being removed from the UGMNA and barred from returning without a refund of the Ticket Price. The Attendee likewise acknowledges and agrees that all attendees of the UGMNA have the right to enjoy the UGMNA equally. Illegal or disruptive behavior that interferes with the conduct of reasonable business at the UGMNA, or any other attendee's safety or comfort, including behavior that impedes or prevents accessibility services or requests, behavior that discriminates based on age, disability, race, ethnicity, gender, religion, political or institutional affiliation or sexual orientation, and harassment of any kind, is strictly prohibited and may result from the Attendee being removed from the UGMNA and barred from returning without a refund of the Ticket Price. Such violations may also be reported to legal authorities. Exhibit A, attached hereto, contains a list of some, but not all, of the rules that Attendee will abide by. Volume Graphics reserves the right to amend this list at any time, in its sole discretion.
- 6.3. To the extent permitted by law, the Attendee agrees to indemnify, defend, and hold harmless Volume Graphics, the UGMNA venues, and the hired UGMNA transportation providers (the "Indemnitees") and their respective affiliates, employees, officers, directors, and agents against all claims, losses, or damages to persons or property, governmental charges or fines, and costs, including reasonable attorney's fees, arising out of or connected to the actions or failure to act in accordance with these Terms by the Attendee, its employees, officers, directors, or agents, except those claims arising out of the gross negligence or willful misconduct of the Indemnitees.

7. Limitation of Liability

- 7.1. IN NO EVENT WILL VOLUME GRAPHICS OR ANY OF ITS AFFILIATES BE LIABLE TO ATTENDEE OR ANY PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER DAMAGES ARISING OUT OF OR RELATING TO THESE TERMS, THE UGMNA, OR THE USE (OR INABILITY TO USE) ANY SERVICES PROVIDED UNDER THESE TERMS, REGARDLESS OF THE THEORY OF RECOVERY, WHETHER SUCH DAMAGE WAS FORESEEABLE, WHETHER VOLUME GRAPHICS OR AN AFFILIATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 7.2. VOLUME GRAPHIC'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS, THE UGMNA OR THE USE (OR INABILITY TO USE) ANY SERVICES PROVIDED UNDER THESE TERMS, WHETHER IN WARRANTY, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, WILL NOT EXCEED TICKET PRICE.

8. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL SERVICES PROVIDED UNDER THESE TERMS ARE PROVIDED ON AN "AS-IS", "WHERE-IS" BASIS. VOLUME GRAPHICS, ON BEHALF OF ITSELF, ITS AFFILIATES, AND THE EXHIBITORS, MAKES NO REPRESENTATIONS AND WARRANTIES OF ANY KIND, STATUTORY OR OTHERWISE, REGARDING OR RELATING TO THE UGMNA OR ANY SERVICES PROVIDED IN RELATION TO IT. VOLUME GRAPHICS, ON BEHALF OF ITSELF, ITS AFFILIATES, AND THE EXHIBITORS, DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, STATUTORY, EXPRESS, IMPLIED AND OTHERWISE, WRITTEN OR ORAL, WITH RESPECT TO THE UGMNA AND ALL SERVICES PROVIDED IN RELATION TO IT, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION PROVIDED BY VOLUME GRAPHICS OR ANY OF ITS AFFILIATES OR EXHIBITORS REGARDING OR RELATING TO THE UGMNA OR ANY SERVICES PROVIDED IN RELATION TO IT WILL CREATE A WARRANTY.

9. Photography

- 9.1. Professional photographs, audio, and video will be captured during the UGMNA. Attendees hereby grant Volume Graphics and its representatives permission to photograph and/or record them at the UGMNA, and distribute, both now and in the future, the Attendee's image, voice, and likeness in photographs, videotapes, electronic reproductions, and audio-tapes of such events and activities.
- 9.2. Photography, audio recordings, and video recordings are not permitted without the prior written consent of Volume Graphics.

10. Force Majeure

Volume Graphics will not be liable or responsible to Attendee or be deemed to have defaulted under or breached these Terms for any failure or delay to perform when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Volume Graphics, including, without limitation, acts of God, acts and omissions of any governmental authority, declared or undeclared wars, terrorism, explosions, accidents, strikes or other labor disputes, fires and natural calamities (including, without limitation, floods, earthquakes, storms and epidemics), telecommunications or internet failures, computer or network breakdowns, power outages, changes in law or regulations, delays in obtaining (or inability to obtain) labor, data, or services through usual sources at normal prices.

11. Governing Law; Jurisdiction

These Terms are governed by and construed in accordance with the internal laws of the law of the State of North Carolina, without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of North Carolina. Any legal suit, action or proceeding arising out of or related to this Agreement (including its formation, breach, termination, or interpretation or enforcement of any obligation hereunder) shall be instituted exclusively in the state courts of North Carolina and the United States District Court for the Western District of North Carolina, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

12. Relationship Of the Parties

Volume Graphics is an independent contractor. Nothing in these Terms will be construed to create or imply any partnership, agency, joint venture, or employer-employee relationship between the parties. Volume Graphics will determine the method, details, and means of performing all services related to the UGMNA.

13. Assignment; Resale

Attendee is not entitled to assign or delegate these Terms or any of its rights or obligations under these Terms to a third party. Any assignment or delegation in violation of this section shall be void. Attendee is not entitled to resell any purchased UGMNA tickets or reassign to a new attendee. Any resale or reassignment in violation of this section shall be void.

14. Waivers; Remedies; Amendments

No delay or failure by a party in exercising or enforcing any of its rights or remedies will constitute a waiver of such rights or remedies. The express waiver of any right or remedy in a particular instance will not constitute a waiver of that right or remedy in any other instance. Except as otherwise provided herein, all rights and remedies will be cumulative and not exclusive of any other rights or remedies at law or in equity or otherwise. No other terms or changes, amendments, modifications, waivers or discharges of any terms will be effective unless made in writing and signed by both parties.

15. Severability, Entire Agreement

If any provision of these Terms or any Booking Acceptance are held invalid, illegal or unenforceable by any court of competent jurisdiction, then to the full extent permitted by applicable law, all other provisions of these Terms and any Booking Acceptance will remain in full force and effect. The Terms, Booking Acceptance, and Online Registration Form contain the entire agreement of the parties relating to the subject matter and supersedes all previous and contemporaneous agreements, understandings, usages of trade and courses of dealing, whether written or oral.

EXHIBIT A RULES OF CONDUCT

- > Smoking, including the use of e-cigarettes and vaporizers, is prohibited at all venues, including on the terraces and on the private bus.
- > No outside beverages or alcohol are allowed at the venues and on the private bus.
- > Photography, audio recordings, and video recordings are not permitted.
- > No food or drink is allowed at certain venues, especially in exhibits you can sit in at the rented museums.
- > Do not touch the exhibits, neither those of the exhibitors nor those of the museums rented.
- > Stay behind the black ropes.
- > Registration badge must be worn at all times.
- > Do not stand or attempt to walk in the aisles while the private bus is in motion.
- > All persons, bags, parcels, clothing or other items may be subject to screening or security checks.
- > Use appropriate entrances and exits only.
- > No unauthorized display or sale of goods or services or distribution of printed or recorded materials of any kind.
- > No unauthorized events, demonstrations, speeches, or the usage of any flag, banner or sign for commercial purposes or to incite a crowd.
- > No blocking the aisles or complicating access to any exit location or path in any way.
- > No engaging in any unsafe act or other act that may impede the operation of the event or any associated facility.
- > No harassment of conference attendees in any form.