



Volume Graphics User Group Meeting  
North America 2020

# 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 November 4, 2020 through Thursday November 5, 2020 (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 regular ticket price per Attendee is 350 USD ("Ticket Price"). If the Attendee submits the Online Registration Form before November 30, 2019 at 12:00 PM EST, the Ticket Price will be reduced by 20% for an early bird ticket price of 280 USD 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
- 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, November 4 – Thursday, November 5, 2020

Event venue: Exhibition and presentations  
**Mint Museum UPTOWN**  
At Levine Center for the Arts  
500 South Tryon Street  
Charlotte, NC 28202

Evening reception  
**NASCAR Hall of Fame**  
400 East Martin Luther King Jr. Blvd.  
Charlotte, NC 28202

Event hours:

November 4, 2020

8:00 AM until approx. 5:00 PM      6:30 PM until approx. 9:00 PM

November 5, 2020

8:30 AM until approx. 4:00 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 Graphics' 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 Graphics' obligations under these Terms will terminate and the following refunds will apply:
- > If Attendee cancels before September 4, 2020:  
100% refund of the Ticket Price.
  - > If Attendee cancels between September 4, 2020 and September 30, 2020:  
50% refund of the Ticket Price.
  - > If Attendee cancels after September 30, 2020:  
No refund of the Ticket Price.
- 4.3. The refunds set out in this Section 4 constitute Volume Graphics' 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 Graphics' and its affiliates' other rights and remedies at law or in equity.

#### 6. Attendee Obligations and Conduct

- 6.1. Attendee agrees to: (a) provide complete and accurate information during the registration process ("Registration Data"); (b) respond promptly to any Volume Graphics request that is reasonably necessary for Volume Graphics to perform under these terms; and (c) provide complete and accurate additional 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 in 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. If Attendee attends any UGMNA evening events with a guest ("Evening Event Attendee"), Attendee shall ensure that such Evening Event Attendee (a) provides complete and accurate information during the registration process, (b) responds promptly to any Volume Graphics request that is reasonably necessary for Volume Graphics to perform under these terms, (c) provides complete and accurate additional information as Volume Graphics may request from time to time in order to perform under these Terms, and (d) abides by all rules, laws and regulations in accordance with Section 6.2. Evening Event Attendee will be required to register and agree to Event Services Terms and Conditions.
- 6.4. To the extent permitted by law, the Attendee agrees to indemnify, defend, and hold harmless Volume Graphics and the UGMNA venues (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. **Badge Scanning**

- 7.1 During the UGMNA, Attendee will be issued a badge that contains Attendee's Registration Data. Exhibitors, attendees, and others at the UGMNA may scan the badge to collect such Registration Data. Attendee is not obligated at any time to have its badge scanned. By having its badge scanned, Attendee acknowledges and agrees that it is providing another party its Registration Data. Volume Graphics assumes no responsibility, and shall not be liable for, any use or misuse of the badge or Attendee's Registration Data provided via a badge scan. Volume Graphics shall not be responsible for any loss, damage, theft, destruction, confiscation, or inability to use the badge. Attendee acknowledges and agrees that it is solely responsible for the badge, including proper destruction after the UGMNA and agrees to use reasonable care to protect its badge.
- 7.2 If Attendee scans another attendee badge, Attendee agrees that the information received may only be used by Attendee in compliance with all laws, rules, and regulations applicable to Attendee, the registration data scanned and its use and may not be shared, assigned, sold, leased or otherwise transferred to a third party. Attendee may not pressure another attendee to scan the badge. Attendee will use reasonable care to protect all collected attendee registration data.

## 8. **Limitation of Liability**

- 8.1. 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.
- 8.2. VOLUME GRAPHICS' 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 THE TICKET PRICE.

## 9. 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.

## 10. Photography

- 10.1. 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 audiotapes of such events and activities.
- 10.2. Photography, audio recordings, and video recordings are not permitted without the prior written consent of Volume Graphics.

## 11. Feedback

If Attendee transmits any communications or materials to Volume Graphics during or relating to the UGMNA, including conversations, discussions at the UGMNA, or communications by mail, email, telephone, or otherwise, suggesting or recommending changes to Volume Graphics software or documentation, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions or the like ("Feedback"), Volume Graphics is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such feedback. Attendee hereby assigns to Volume Graphics on Attendee's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Volume Graphics is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Volume Graphics is not required to use any Feedback.

## 12. 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.

## 13. 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.

## 14. 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.

**15. 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 ticket or reassign it to a new attendee. Any resale or reassignment in violation of this section shall be void.

**16. 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.

**17. 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.
- > No outside beverages or alcohol are allowed at the venues.
- > Photography, audio recordings, and video recordings are not permitted.
- > No food or drink is allowed in exhibits you can sit in or otherwise access at the rented museums.
- > Do not touch the exhibits, neither those of the exhibitors nor those of the museums rented, unless this is expressly allowed with respect to hands on exhibits.
- > Stay behind the black ropes.
- > Follow instructions of UGMNA personnel and/or personnel of the museums rented.
- > Registration badge must be worn at all times.
- > 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.