

## **Website Terms of Use**

*Last Updated: May 2023*

These terms and conditions of use (the “**Website Terms**”) apply to your access to and use of any materials, content, apps or services provided through the website located at xdsummit.com, and such other websites and locations as may be made available from time to time (collectively, the “**Website**”), by xds Industry Conference 2023 Ltd and its manager, brand.LIVE Management Group Inc. (“**xds Ltd**”, “**we**”, “**us**”, “**our**”). By accessing and using the Website, you accept and agree to be bound by these Website Terms, and all applicable laws and regulations.

PLEASE READ THESE WEBSITE TERMS CAREFULLY, AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, VARIOUS LIMITATIONS, EXCLUSIONS AND INDEMNITIES.

Your use of the Website is subject to these Website Terms. If you are not willing to be bound by each and every term and condition, or if any representation made by you herein is not true, you may not use, and must immediately cease accessing, the Website.

### **1) Updates to Website Terms**

We reserve the right to amend these Website Terms at any time without notice to you, but we will use reasonable efforts to publish each amendment before it becomes effective. We will ensure that the latest, fully-amended version of these Website Terms are published on the Website. You are responsible for regularly reviewing the Website to obtain timely notice of such amendments. If any amendment is unacceptable to you, you may terminate your agreement to these Website Terms as set out above. If you continue to use the Website after the effective date of each amendment, you will be conclusively deemed to have accepted such amended version of these Website.

### **2) License to Use**

Subject to these Website Terms, we grant you permission to access the Website as a personal, non-exclusive, non-transferable, limited license to use the Website for transitory, non-commercial purposes, provided that with respect to any materials obtained from the Website, you may not, for any purpose other than fair dealing: (i) modify, copy, reproduce or create derivative works of such materials, except as explicitly provided; (ii) use the materials for any commercial purpose; (iii) distribute or transmit the materials; (iv) publicly display, publish or perform the materials (whether commercial or non-commercial); (v) create derivative works from, transfer, or sell any materials; or (vi) remove any copyright or other proprietary notations; in each case without our prior, written consent. All rights not expressly granted to you are reserved by us and, if applicable, our licensors. For greater clarity, you are permitted to provide links to the Website through email, social media, or other similar methods, provided that such methods do not involve framing or embedding of any portion of the Website within another website or service, imply any

affiliation between you and us or you and the Website, or portray us or the Website in a false or misleading manner.

### 3) Privacy Policy

You acknowledge that you have read the Privacy Policy located on the Website at, as it may be updated from time to time (the “**Privacy Policy**”), and hereby consent to the collection, use and disclosure by us and our agents of your personal information (whether previously collected or to be collected) for the purposes identified therein. You also consent to our use of such personal information in accordance with applicable terms and conditions contained in these Website Terms and such Privacy Policy, which is incorporated herein by reference and forms an integral part hereof.

### 4) Proprietary Rights

In these Website Terms, “**Content**” means all materials and content, including designs, editorial, text, graphics, audiovisual materials, multimedia elements, photographs, videos, music, sound recordings, reports, documents, software, information, formulae, patterns, data and any other work.

a) *Our Content* – Except where expressly stated otherwise, all right, title and interest in and to the Website and all Content, source code, processes, designs, technologies, URLs, domain names, marks and logos forming any part of the Website (collectively, “**Our Content**”) is fully vested in us, our licensors or our suppliers and are protected by applicable copyrights, trademarks, patents, trade secrets or other proprietary rights and laws. You agree that Our Content is licensed subject to these Website Terms, including the disclaimers and limitations of liability herein. Nothing in your use of the Website or these Website terms grants you any right, title or interest in or to Our Content except the limited right to use the Website as set out herein.

b) *Third Party Content* – Content accessed or available through the Website or the Internet may be owned by parties other than you or us (collectively, “**Third Party Content**”) and may be protected by applicable copyrights, trade-marks, patents, trade secrets or other proprietary rights and laws. Nothing in your use of the Website or these Website Terms grants you any right, title or interest in or to this Third Party Content except for the limited right to use the Website as set out herein.

c) *Responsibility for Content* – You acknowledge and agree that you are exclusively responsible for determining the accuracy, suitability, harmfulness or legality of any content, information or material received, transmitted or sent by you using the Website.

d) *Public Transmission and Caching* – You acknowledge and agree that the technical processing and transmission of the Website, including Content, may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices, and that such Content may be subject to “caching” or other technical processing or transmission policies and procedures by us or at intermediate locations on the Internet.

e) *Advertising* – We shall have the right, without notice, to insert advertising data into the Website, so long as this does not involve our transmission of any of your personal information in contravention of the Privacy Policy. If you elect to have any business dealings with any party whose products or services may be advertised on the Website, you acknowledge and agree that such dealings are solely between you and such advertiser and we will not be a party to, or have any responsibility or liability related thereto. You acknowledge and agree that no such advertising may be construed as an endorsement by us of any such products or services advertised.

f) *Feedback* – All right, title and interest in and to comments, ideas, suggestions and impressions of the Website and our products given by you to us (collectively, the “**Feedback**”) is and shall be deemed to be our property and, by submitting Feedback to us, you agree that you thereby assign to us all right, title and interest to such Feedback to us.

g) *Compliance and Complaints* – We do not have any obligation to censor or review any Third-Party Content or to monitor use of the Website. However, you agree that we may, without notice or liability, disclose to third parties any of your information, monitor use of the Website and monitor, review and retain any Content, if we believe in good faith that such activity is reasonably necessary to provide the Website to customers, ensure adherence to or enforce these Website Terms, comply with any laws or regulations, respond to any allegation of illegal conduct or claimed violation of third party rights, or protect us or others. If we receive a complaint relating to use of the Website by you, you acknowledge and agree that we may, in our sole and absolute discretion and without notice or liability, investigate the complaint, and restrict, suspend or terminate your access to the Website.

## **5) Acceptable Use and Prohibitions**

Without limiting the generality of anything else contained in these Website Terms, you agree that you will not, in connection with the Website, directly or indirectly do or permit any of the following:

a) scan or probe another computer system, obstruct or bypass computer identification procedures or engage in unauthorized computer or network trespass without the express permission of the owners of such computer systems;

b) forge headers or otherwise manipulate any protocols or identifiers used in any system or protocol in such a manner to disguise the origin of any data transmitted using the Website;

c) impersonate or falsely represent your association with any person, including a representative of us;

d) disrupt or threaten the integrity, operation or security of any service, computer or any Internet system;

e) disable or circumvent any access control or related process or procedure established with respect to the Website;

f) sublicense, share, resell, reproduce, copy, distribute, redistribute, or exploit for any commercial purposes (except for your internal, personal, non-commercial purposes), any portion of, use of or access to, any Website, except where expressly authorized by us;

g) harvest, scrape, extract, gather, collect, or store personal information about others without their express consent; or

h) harvest, scrape, or use any robot, spider, crawler, script or other automated means or interface not provided by us to access the Website or to extract data, collect information or otherwise interact with the Website.

## **6) Disclaimers, Limits of Liability and Indemnities**

a) *Your Acknowledgement* – You acknowledge and agree that (i) all use of the Website provided by us is at your own risk, (ii) the Content that you may access while using the Website may contain links to other websites, which are provided solely as a convenience to you and the inclusion of any such link does not imply endorsement, investigation or verification by us of such websites or the information contained therein, and (iii) all products and services provided under these Website Terms are provided on an “as is” and “as available” basis.

b) *Disclaimer of Warranties* – We make no conditions, warranties or representations about the suitability, reliability, usability, security, quality, capacity, performance, availability, timeliness or accuracy of the Website. We expressly disclaim all conditions, warranties and representations, express, implied or statutory, including implied conditions or warranties of merchantability, fitness for a particular purpose, durability, title and non-infringement, whether arising by usage of trade, by course of dealing, by course of performance, at law, in equity, by statute or otherwise howsoever.

c) *No Liability* – Notwithstanding any other provision of these Website Terms, in no event will we, our affiliates, our sponsors, our partners, the municipalities engaged in the events described on the Website, or our respective controlling parties, agents, employees, suppliers, licensors, resellers or distributors (collectively in these disclaimers and limitations, “we” or “us”) be liable for any direct, indirect, special, incidental, consequential or punitive damages, or any other damages or losses whatsoever, including damages for loss of profits, goodwill, opportunity, earnings, use or data, arising directly or indirectly from or related to these Website Terms or the Website, or any Content or software in connection therewith, regardless of the cause of action and even if one or more of us have been advised of the possibility of such damages or losses, or if such damages or losses would be reasonably foreseeable.

d) *Applicability* – Some jurisdictions prohibit the disclaimer of certain warranties or conditions or the limitation of certain types of liability. In such circumstances, to the extent that such prohibitions prohibit any exclusions and limitations in these Website Terms, such exclusions and limitations will not apply to you strictly to the extent necessary to make these Website Terms consistent with such prohibitions.

## 7) General Provisions

a) *Interpretation* – In these Website Terms, (i) the captions and headings are for convenience only and do not constitute substantive matter and are not to be construed as interpreting the contents of these Website Terms, (ii) the word “**including**”, the word “**includes**” and the phrase “**such as**”, when following a general statement or term (whether or not non-limiting language such as “without limitation” or “but not limited to” or other words of similar import are used with reference thereto), is not to be construed as limiting, and the word “**or**” between two or more listed matters does not imply an exclusive relationship between the matters being connected, (iii) all references to website addresses or URLs shall also include any successor or replacement websites containing substantially similar information as the referenced website(s), and (iv) any monetary amounts expressed are in Canadian dollars.

b) *Waiver of Rights and Remedies* – Our failure to insist upon or enforce strict performance of any provision of these Website Terms will not be construed as a waiver of any provision or right. Neither the course of conduct between you and us nor trade practice shall act to modify any provision of these Website Terms. Our rights, powers and remedies in these Website Terms, including without limitation the right to suspend, restrict or terminate your access to any portion of the Website, are cumulative and in addition to and not in substitution for any right, power or remedy that may be available to us at law or in equity.

c) *Severability* – If any provision of these Website Terms is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.

d) *Governing Law and Jurisdiction* – These Website Terms and the rights of the parties hereto are governed by, and will at all times be construed in accordance with, the laws in force in the Province of British Columbia and the laws of Canada applicable therein, without reference to its conflict of laws principles. You hereby irrevocably consent to the jurisdiction of the courts of the Province of British Columbia in connection with any matter arising out of or in connection with these Website Terms.

e) *Assignment and Inurement* – We may at any time assign our rights and obligations under these Website Terms, in whole or in part, without notice to you. These Website Terms will inure to the benefit of and bind you and us and our respective personal and legal representatives, successors and permitted assigns.

f) *Survival* – All provisions that, by their meaning or nature, are intended to survive termination or expiry of these Website Terms shall survive termination or expiration of these Website Terms.

g) *Relationship* – You agree that no joint venture, partnership, employment or agency relationship exists between us and you as a result of these Website Terms or your use of the Website.

h) *Entire Agreement* – These Website Terms, as amended from time to time, including any and all documents, websites, rules, terms and policies referenced herein, constitutes the entire

agreement between us and you with respect to the matters referred to in these Website Terms and supersedes all prior and contemporaneous agreements and understandings, whether electronic, oral or written, between us and you with respect to such matters.

i) *English Language* – The parties have requested and agree that this agreement and all documents relating thereto be drawn up in English / *Les parties ont demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.*