

## **Trust & Safety Festival - Terms and Conditions** (August 2024)

1. **Applicability of Terms and Conditions.** These terms and conditions (“Terms”) govern the relationship and agreement by and among Trust & Safety Festival (“Festival”), you and the entity you represent, as applicable (together, you and the entity you represent, if applicable, the “Participant”). The Festival is jointly organized by Socogi SAS (registered in France, SIRET number 794 247 213 00018), and HMC Group LLC (registered in the USA). The Festival enables the Participant to participate in events and services that reference these Terms, such as in-person and virtual conferences and summits, meet-ups, road shows, seminars, webinars and podcasts (each, an “Event”). For the avoidance of doubt, “Participant” shall mean and include you as an attendee, participant, user, co-host, event organizer, exhibitor, panelist, presenter, speaker, sponsor and/or visitor. The Participant hereby acknowledges, represents and warrants to the Festival that the Participant understands and agrees with these Terms.

2. **Receipt of Benefits.** The Participant shall receive only the benefits expressly granted to the Participant and only upon fulfillment of all conditions of the Participant’s participation, including full payment where applicable.

3. **Conflict; Amendment.** In the event of any conflict between these Terms and any other agreement, contract, document and/or form, including any Registration Form or amendment to any of the foregoing (“Additional Terms”), such other Additional Terms shall prevail, provided such Additional Terms have been expressly agreed to by the Festival and the Participant in writing and/or by completion of the applicable Registration Form. Amendments to these Terms or Additional Terms that have been expressly agreed to shall be incorporated herein and made a part hereof. The Terms, Additional Terms and any amendments thereto shall be referred to as the “Agreement”.

4. **Interpretation; Severability; Governing Law and Jurisdiction.** The Festival shall have full power to interpret and enforce the Agreement, including the benefits granted to the Participant. Any terms or provisions in the Terms or the Agreement determined to be unlawful, void or for any reason unenforceable by a court of competent jurisdiction shall be severed and all other terms shall survive and continue in full force and effect. These Terms shall be governed by, construed and enforced in accordance with the laws of France, with venue before the court of Paris. The Additional Terms shall also be governed by the laws of France unless specified otherwise.

5. **Intellectual Property.** The Participant shall respect the intellectual property rights of others. The Participant shall not market, sell or display any material, product and/or service at an Event that in any way infringes trademarks, copyrights, patents and/or other proprietary rights of a third party (“Intellectual Property Rights”). The Participant warrants that the names, logos, art work and other content it submitted for use in any media shall not infringe the Intellectual Property Rights of any third party and shall not contain anything which is libelous, obscene, indecent, blasphemous or in any way unlawful. Any Participant determined to be involved in unauthorized, counterfeit or infringing activity, will be subject to having all such unauthorized, infringing, counterfeit or misleading products removed from the Event or the Participant being removed from current and future Events. Notwithstanding the foregoing, the Festival disclaims, and the Participant releases the Festival from, all liability for the infringement of Intellectual Property Rights of a third party that may be committed by a Participant.

6. Intellectual Property Disputes Between Participants; Service of Process & Orders. Neither the Participant nor its agents (including, but not limited to, legal counsel or process servers) shall serve process on any other Participant during the hours an Event is operating. If the Participant has obtained a judicial/administrative relief order against another Participant, and this Participant has no reasonable alternative to serving such order on the other Participant during such Event, then the Participant or its agent shall aim to serve such order during the hours such Event is closed to others. Notwithstanding the foregoing, the Participant shall provide the Festival advanced written notice of the order obtained (including a copy of such order) so that a Festival representative may escort the Participant or its agent in order to minimize any disruption to such Event caused by such service.

7. No Assignment; Transfer. This Agreement and the rights and benefits granted hereunder are non-assignable by the Participant without the Festival's prior written consent, and any attempted assignment by the Participant shall be null and void and shall constitute a breach, resulting in termination of the Agreement and cancellation of rights and/or benefits at the Festival's sole discretion. The Festival may assign the Agreement at any time to its affiliate or any owner/purchaser, by operation of law or otherwise, provided that in the event such assignment is to a competitor of the Participant, the Participant may terminate this Agreement and receive a refund of any prepaid fees. The Participant shall not sub-license, assign or transfer its participation, including sponsorship where applicable, without the Festival's written consent. The Participant shall not permit any individual and/or entity other than the Participant and/or its representatives to occupy or conduct business on its behalf, without the Festival's written consent.

8. Participant's Representatives. The Participant's representatives shall be restricted to the Participant's employees and other representatives who are 18 years of age or older, unless the Festival provides prior written consent otherwise. The Festival may, in its sole and exclusive discretion, limit the number of Participant's representatives at the Event or in any exhibit space. Participant's representatives shall at all times wear badge identification furnished by the Festival. Participant shall require its representatives to dress and conduct themselves in an appropriate and professional manner. The Festival reserves the right to determine, in its sole and exclusive discretion, whether the character and attire of Participant's representatives is acceptable. The Participant representatives must staff the exhibit space during all hours such Event is open.

9. Conduct. Retail sales are prohibited during the Event(s) and entitle the Festival to exclude the Participant from the venue. Subject to the foregoing, the Participant may distribute samples, souvenirs, permitted publications and similar items, or conduct other activities consistent with the Event and subject to the Festival's sole and exclusive discretion. The Festival retains sole and exclusive discretion to approve, control or prohibit which samples and other items may be distributed and where such samples may be distributed. Any Participant demonstration, distribution or activity that results in obstruction of aisles or prevents access to any Event space is prohibited and shall be suspended permanently or for any periods specified by the Festival. The Participant shall comply with all applicable laws and shall obtain all required permissions under such laws and from the venue.

10. No Legal Advice. Any information provided at an Event, on or through this website does not, and is not intended to, constitute legal advice; instead, all information, content, and materials are for

general informational purposes only. Information provided may not constitute the most up-to-date legal or other information. Participants should contact their attorney to obtain professional advice with respect to any particular legal matter. Participants should not act or refrain from acting on the basis of information provided without first seeking legal advice from counsel in the relevant jurisdiction. Only the Participant's individual attorney can provide assurances that the information provided is applicable or appropriate to your particular situation. The views expressed are those of the individual acting in their individual capacities only – not those of their respective employers or the Festival. All liability with respect to actions taken or not taken based on any information are hereby expressly disclaimed. All information is provided "as is;" no representations are made that any information is error-free. This website contains links to other third-party websites. Such links are only for the convenience of the reader, user or browser; The Festival does not recommend or endorse the contents of the third-party sites. The Festival disclaims, and the Participant releases the Festival from, all liability for any information provided at an Event, on or through this website.

11. Breach; Damage. If the Participant breaches any of its obligations under the Agreement: (1) The Festival may prohibit the Participant from participating at such Event and/or all future Events run by the Festival; (2) The Festival shall retain all amounts paid and the Participant shall pay the Festival any remaining balance outstanding; and (3) The Festival may pursue any other legal or equitable remedies to which it is entitled. Further, the Festival may immediately direct the Participant and/or its representatives to leave the venue. The Participant shall be liable for any damage it or its representatives and agents cause to the venue, including the floors, ceilings, walls or columns, or to standard booth equipment, or to others' property.

12. Publicity; Grant of Rights. For purposes of this Section 12, "Participant" shall include the Participant and the Participant's authorization on behalf of the Participant representatives and employer. The Participant hereby: (1) grants the Festival the irrevocable, perpetual, royalty-free, worldwide license and right to publish any aspect of the Participant's participation with the Festival, including but not limited to the Participant's name, registration information, trademark, logo, products, services, program materials and presentations and portions thereof, voice, and/or likeness in all media formats whether now known or hereafter existing in connection with the promotion and publicity of Events and any subsequent publication and/or sale of re-publications of Events or portions thereof, including without limitation on Event websites and web pages, in email and digital marketing, and in publications and materials Events;; (2) waives all rights to royalties and/or other compensation arising out of or related to (1) above; and (4) releases the Festival from any liability for any omissions, misquotations or other errors, including, without limitation, any which appear on Event websites and web pages, email, digital marketing and/or in the publications and materials for Events, provided that the Festival shall correct any omissions, misquotations or other errors upon being notified by the Participant and if reasonably practicable going forward.

13. Photography. The photographic rights for Events are reserved to the Festival. All other photography is strictly prohibited without the Festival's prior written consent in advance of such Events. Photographing other Participants, exhibit space, booths, products and/or services is strictly prohibited, and such violations may result in exclusion from such Events and/or confiscation of camera equipment.

14. No Honorarium or Reimbursement. Unless agreed to otherwise in writing in advance with the Festival, no Participant shall be entitled to any compensation, honorarium or reimbursement for any costs and/or expenses of any kind, including for travel, accommodation, meals and entertainment.

15. Indemnity. The Participant, on behalf of itself and its agents, representatives and employer, shall defend, indemnify and hold harmless the Festival and its officers, directors, employees, agents and representatives from and against all claims, losses, suits, damages, judgments, expenses, costs, attorneys' fees and charges of every kind arising out of or resulting from the participation in the Event, including without limitation: (1) the actions, inactions, negligence or willful misconduct of the Participant, its agents and representatives; and/or (2) the breach by the Participant of any of these Terms, including the breach of intellectual property and/or proprietary rights of any third party, whether knowingly or unknowingly, and whether intentionally or unintentionally.

16. Disclaimer and Full Release. In consideration of the Participant's registration and/or participation in any event(s) in any capacity, the Participant hereby releases, holds harmless and forever discharges the Festival from and against any and all damages, costs, debts, demands, suits, actions, causes of action and liability of any kind or nature whatsoever in any way resulting from or in any way related to registration and/or participation in the Event(s), including resulting from any act, omission, event, negligence and/or willful misconduct. The Participant understands and agrees that this complete disclaimer of liability is a condition of registration and/or participation in the event.

17. Limitation of Liability. To the maximum extent not prohibited by applicable law: (a) neither the Festival nor the Participant or the Participant agents or representatives or company will be liable for any indirect, special, incidental or consequential damages of any kind (regardless of the form of action whether in contract, tort, or otherwise) (collectively "Consequential Damages"), even if it has been advised of the possibility of such damages and (b) each party's aggregate liability will not exceed \$100 regardless of whether any remedy specified in the agreement fails of its essential purpose. Notwithstanding the foregoing, any limitation of liability or exclusion of consequential damages excludes any claims related to infringement and/or indemnification obligations.

18. No Representations or Warranties. The Festival makes no representations or warranties with respect to the number, quality or type of Participants and/or the demographic nature of such attendees, users, exhibitors, panelists, presenters, speakers, sponsors and/or visitors. Any statements related to the preceding are generally reflective of past Events and used for informational purposes only and shall not be relied upon to predict future Events.

19. Due Execution. If the Participant holding herself/himself out as duly authorized to execute the Agreement on behalf of another person or entity is not so authorized, the Participant hereby covenants to indemnify the Festival from and against all claims, losses, suits, damages, judgments, expenses, costs (including, without limitation, reasonable legal fees) and charges of every kind caused by her/his execution of the Agreement and (without limitation) shall be personally liable to the Festival for all payments that would have been payable to the Festival by such other person or entity had the Agreement been duly executed.