

C2 MONTREAL (2023)

TICKET PURCHASE AND EVENT PARTICIPATION TERMS OF USE

Please read this document carefully. It is a legally-binding contract which affects your rights, and contains limitations of liability, exclusions of warranties, and choice of law/forum clauses that affect where and how you can initiate lawsuits.

By clicking “accept” you agree to the Terms.

C2 International Inc. (the “**Company**”) produces the annual event entitled “C2 Montreal”, which includes its 2023 hybrid edition entitled “C2 Montréal 2023” to be held on May 24-26, 2023 (the “**Event**”) and related activities, programs and events, on behalf of C2 Montréal. These Ticket Purchase and Event Participation Terms of Use (the “**Terms**”) set out the relationship between you and the Company.

These Terms consist of several parts, which may apply depending on the circumstances:

- Part 1: Purchaser Terms.
- Part 2: Participant Terms.
- Part 3: Additional Terms for Online Participants.
- Part 4: Additional Terms for Offline Participants.
- Part 5: General Terms.

These Terms apply to different categories of people: Purchasers and Participants, which Participants may be Online Participants, Offline Participants, or both.

- A “**Purchaser**” is a person or organization that has purchased (or converted his/her tickets initially purchased for a previous edition if permitted) or that plans to purchase or convert one or more tickets for the Event. It also includes someone who is provided with tickets as a gift or incentive. If you are a Purchaser, then your purchase is governed by Part 1: and Part 5 of these Terms.
- A “**Participant**” is someone who attends or that plans to attend the Event. For the avoidance of doubt, any person that is an Offline Participant, an Online Participant or both, is a Participant.
 - An “**Online Participant**” is a Participant who attends or that plans to attend the Event virtually via the online Platform (as defined hereinafter). If you are an Online Participant, then your virtual attendance at the Event is governed by Part 2, Part 3, and Part 5 of these Terms.
 - An “**Offline Participant**” is a Participant who attends the Event physically, including holders of a C2 Montréal In-Person Experience Pass. If you are an Offline Participant, then your physical attendance at the Event is governed by Part 2, Part 4, and Part 5 of these Terms.

Part 1: PURCHASER TERMS

For all provisions listed in Part 1, the word “**Terms**” refers only to the provisions contained in Part 1 and the relevant provisions of Part 5. For purposes of the Terms, any party who

participates in any of the Events and any party you are registering for participation in any of the Events is referred to as a “**Participant**”, and the person or entity who carries out and pays for the registration is hereinafter referred to as “**you**” or a “**Purchaser**”; if you are registering Participants on behalf of an organization, then that organization is the Purchaser.

Separate Participant Terms (see 2, 3 and 4 below) apply to any Participant’s registration, attendance, participation and/or enrollment in the Events (collectively, a “**Registration**”), including, without limitation, each Participant’s purchase and/or possession of any Event entry credentials, whether physical or digital, such as badges for the Event (the “**Badges**”), access code or any other credentials to access the Platform, registration confirmation, tickets, passes and others (collectively, the “**Credentials**”).

1. **Authority to Bind Organization.** If you are issued Credentials on behalf of your employer or any other organization, you represent and warrant that you have authority to bind your employer or that organization to these Terms, and that your organization will be considered the Purchaser. If you lack this authority, you may not validly purchase any Credentials and must cease all attempts to do so.
2. **Sole Source of Credentials.** The Company and its authorized agents and representatives are the sole creators, sellers and distributors of Credentials. Any Credential not created by and legally acquired from the Company or its authorized agents or representatives is fraudulent and invalid, and subject to confiscation. The Company is not required to honor fraudulent, invalid or unauthorized Credentials.
3. **Refund & Revocation Policy.** All Registrations are subject to the terms and conditions applicable to them in the following Refund and Revocation Policy. The Company will not be responsible for any penalty, fee, loss or expense that might result from the application of its refund and revocation policy.
 - a. Subject to this Section 3, the Company may, on request and at its sole discretion, cancel and refund Registrations.
 - b. All cancellation requests must be made in writing.
 - c. Event Registrations cancelled before March 17th 2023 will be refunded, with a processing fee of \$250 in Canadian dollars per Registration.
 - d. Subject to subsection e(i), the Company does not issue refunds after the expiration of the delay provided for in subsection c, as applicable, under any circumstances whatsoever. From this moment, and still subject to subsection e(i), any and all payments made to the Company are not refundable for any reason, including, but not limited to, failure to use Credentials due to illness, acts of God, travel-related problems, acts of terrorism, loss of employment and/or duplicate purchases. Purchaser hereby waives its right to restitution under Article 1694 of the Civil Code of Québec.
 - e. The Company reserves the right to cancel or postpone any Event. Consequently, (i) if the Company cancels any Event, it will refund to the Purchaser the total fee paid for Registrations to such Event(s); and (ii) if the Company postpones any Event, tickets purchased for the concerned Event(s) will remain valid for the new postponed event(s), and will be automatically transferred for such new postponed event.
 - f. Credentials may be revoked if Participant or Purchaser violates these Terms, the Participant Terms, the [Participant Code of Conduct](#), or applicable laws and regulations. Without valid Credentials for an Event, Participants may not attend

such Event. The Company will not issue refunds for Credentials that have been revoked.

- g. Unused Registrations and Credentials have no monetary value and cannot be credited to future years or events.
 - h. The Company will not issue refunds or credits due to failure to redeem a discount coupon during the registration process. Discounted prices are based on the date payment is received in the Company office.
 - i. All lost Badges will result in a \$150 re-issuing fee in Canadian dollars.
 - j. Use of a Registration or of any Credentials by anyone other than the authorized individual will result in revocation of the Credentials without any refund.
4. **Name Changes.** Registrations are transferable and all transfer requests must be made in writing and received before May 19th, 2023 as applicable. If the Company approves such transfer request, it will change the name on, or associated to, the applicable Event Registration and associated Credentials for a processing fee of **\$25** Canadian dollars per Registration.
5. **Participant's Use of Credentials.** Credentials are issued to and can only be used by the Participant named in the Registration. Credentials are non-transferable after they have been issued.
6. **Participant's Access Right to the Events.** Subject to the Participant Terms and Participant Code of Conduct, Credentials allow the Participant access to specific defined sections and/or activities of the Event, but cannot guarantee admission to every section and/or activity of Event. Event admission is subject to Platform capacity, as applicable, and age restrictions in compliance with federal, provincial and local laws and regulations. Age restrictions and capacity are specific to each capacity within the Platform, as applicable.
7. **No Circumvention or Tampering with Credentials.** Tampering with any Credentials, including, without limitation, stretching, tearing, cutting, taping, opening, disassembling, etc., is not permitted. If tampering is evident, the applicable Credentials will be invalidated and confiscated, and Participant will not be allowed entry to any/all venues of the Event where the Credentials are required.
8. **Participant Code of Conduct.** Event Participants agree to abide to the Participant Code of Conduct. The Company reserves the right, without refund, to revoke the Credentials of Participants whose conduct violates the Code of Conduct. Purchasers are responsible for informing Participants about the Code of Conduct and ensuring that their Participants abide by the Participant Code of Conduct.
9. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL THE COMPANY, ITS SUBSIDIARIES, AFFILIATES, AGENTS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, VOLUNTEERS, PARTNERS, ADVERTISERS, LICENSORS OR SUPPLIERS BE LIABLE TO ANY PURCHASER, PARTICIPANT OR ANY RELATED PARTY FOR ANY DAMAGES ARISING FROM OR IN CONNECTION WITH THE PURCHASE OF CREDENTIALS, A PARTICIPANT'S ATTENDANCE OR NON-ATTENDANCE AT THE EVENT, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF REPUTATION, BODILY INJURY OR DAMAGES CAUSED BY OTHER PARTICIPANTS, WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE, AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE).

10. **DISCLAIMER OF WARRANTIES.** THE EVENT AND ALL RELATED PRODUCTS AND SERVICES ARE PROVIDED “AS IS, WHERE IS” AND AT THE USER’S RISK AND PERIL, WITHOUT WARRANTY, CONDITION OR REPRESENTATION OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY, CONDITION OR REPRESENTATION OF TITLE, AVAILABILITY, MERCHANTABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, THE COMPANY MAKES NO WARRANTY THAT (i) EVENTS AND RELATED GOODS AND SERVICES WILL MEET YOUR REQUIREMENTS; (ii) EVENTS AND RELATED GOODS AND SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ALWAYS AVAILABLE OR ERROR-FREE; AND (iii) THE RESULTS THAT MAY BE OBTAINED FROM ATTENDANCE AT THE EVENT WILL BE COST-EFFECTIVE, ACCURATE OR RELIABLE.
11. **Indemnification.** Each Purchaser agrees to indemnify, defend and hold the Company and its employees, volunteers, officers, directors, agents, licensees, partners, advertisers and sponsors harmless from and against any and all claims, demands and all other liabilities, including, but not limited to, costs and attorneys’ fees, made by any third party arising out of or related to any of Purchaser’s Participant’s attendance at the Event, use of the Badge or Credentials, or any violation of the Terms or Participant Code of Conduct.
12. **Termination and Survival.** The Company may terminate these Terms for any of the reasons given herein for revocation of a Participant’s Registration, Badge and/or Credentials. Additionally, the Company may terminate these Terms if Purchaser is in material breach of any provision of these Terms, or if one of Purchaser’s Participants violates the Participant Terms and Conditions, including any non-trivial violation of the Participant Code of Conduct. Clauses 1-4, 7-12 , and all clauses in Part 5 survive termination of these Terms, regardless of the reason therefor.

Part 2: PARTICIPANT TERMS

For all provisions listed in Part 2, the word “**Terms**” refers only to the provisions contained in Part 2, in Part 3 and/or Part 4, as applicable, and relevant provisions of Part 5. Any party who participates to any or both of the Events is a “**Participant**”, also referred to as “**you**” in this Part 2. The Terms apply to any Participant’s registration, attendance, participation, enrollment and/or application for involvement in any of the Event, including, without limitation, each Participant’s purchase and/or possession of any Event credentials, whether physical or digital, such as badges for the Event (the “**Badges**”), tickets, access codes, account, passes, and others (collectively, the “**Credentials**”).

1. **Authority to Bind Organization.** If you are attending the Event on behalf of your employer or another organization, you represent and warrant that you have authority to bind your employer or that organization to these Terms.
2. **Transfer of Credentials Prohibited.** You must only use your own Credentials, and you must not give, share or lend any of your Credentials to any other person, whether or not this person is part of your organization. Use of Credentials by anyone other than the originally-authorized individual will result in revocation of the Credentials without a refund.
3. **Participant Code of Conduct.** Event Participants agree to abide by the following Participant Code of Conduct at all times while attending the Event, and to obey directions from the Company staff, including security staff. The Company reserves the right, without

refund, to revoke the Credentials of Participants whose conduct violates the Participant Code of Conduct. Participants are entirely responsible for their own actions and their representative's actions during the Events. The Company will enforce this Participant Code of Conduct throughout the Events' entirety. You shall promptly alert the Company or the Company staff if you notice a dangerous situation, someone in distress or any violation (including any attempt) of this Code of Conduct (i.e. this Section 15), even if they seem inconsequential.

3.1 Event. Our goal is to create an environment where everyone feels welcome to participate, speak up, ask questions, and engage in conversation. We value the participation of each participant and want all participants to have an enjoyable and fulfilling experience. This requires a harassment free and inclusive environment that recognizes the inherent worth of every participant. Accordingly, any and all participants are expected to show respect and courtesy to other participants throughout the Event.

When attending the Event (in person or virtually, as applicable), you and your representatives shall:

- a. Exercise consideration and respect in your speech and actions.
- b. Attempt collaboration before conflict.
- c. Be kind to others, by using welcoming and inclusive language.
- d. Be respectful of differing viewpoints and experiences.
- e. Be mindful of your surroundings and of your fellow participants.
- f. Obey any instructions of the Company staff.

In addition, when attending the Event (in person or virtually, as applicable) you and your representatives shall refrain from:

- g. Permitting other individuals to attend (in person or virtually) the Event without a valid Registration to their name.
- h. Using demeaning, discriminatory, sexualized, trolling, insulting or harassing behavior and speech (even in a joking or ironic manner).
- i. Engaging in harassment in any form.
- j. Disrupting any session or engaging in harm or threats of harm of any kind.
- k. Making audio or visual recordings of the Event, in any medium (including through the Platform for virtual attendance to the Event)—and distributing audio or visual recordings of the Event (via social media or any other means).
- l. Recording or otherwise capturing any image, photo, video or other media of speakers, seminars, conferences and other organized events related to the Event, and reproducing or transmitting any such illicit recording.
- m. Wearing clothing in video or photos that is not suitable for a professional work environment, that is provocative, inappropriate or otherwise potentially offensive.
- n. Being intoxicated, as determined by the Company.
- o. Showcasing or promoting any illegal substance in conversation, chat, photo, video or text.
- p. Assembling for the purpose of, or resulting in, disturbing the peace, or committing any unlawful act or engaging in any offensive behavior.
- q. Conducting any other illegal activity or omission not already covered above.

3.2 **Platform.** In addition to the other restrictions provided for herein, the use of the Platform shall be restricted as follows, and you shall comply with the following restrictions while using the Platform or the Company's systems in the context of the Event :

- a. Your Credentials shall not be shared with any other individual.
 - b. You shall not (i) permit direct or indirect access to or use of the Platform in a way that circumvents a contractual usage limit, (ii) attempt to gain unauthorized access to the Platform or its related systems or networks, (iii) use the Platform to access or use any third party's intellectual property, except as permitted under these Terms, (iv) copy a service or any part, feature, function or user interface thereof, (v) frame or mirror any part of the Platform, (vi) access the Platform in order to build a competitive product or service, or (vii) reverse engineer any Platform component (to the extent such restriction is permitted by law).
 - c. You shall not use the Platform or any of its components in a way which threaten the security, integrity or availability of the Platform. You shall, in particular, not use the Platform or any of its components to (i) store or transmit infringing, libelous, or otherwise unlawful or tortious material, (ii) store or transmit material in violation of third-party privacy rights (such as by data scraping), (iii) store or transmit any data or material directly or indirectly connected to local, national or international politics, including but not limited to elections of any kind, supporters, caucuses, political actions, etc., (iv) store or transmit malicious code, or (v) interfere with or disrupt the integrity or performance of the Platform or third-party data contained therein.
 - d. You shall not post, publish, link to, upload, download, send, distribute, use or re-use any information or material through the Platform which: (i) is offensive, threatening, abusive, indecent, defamatory or obscene, (ii) is unlawful, (iii) constitutes unsolicited advertising or promotional material of any type, or (iv) constitutes or contains a virus or other harmful component or malware.
4. **Image Release and Waiver.** You agree that the Company may capture and/or broadcast and/or transmit audio, visual or video recordings of Participants at the Event (via TV, Satellite, Cable, Internet and any other means of distribution), whether they participate online or in person. You agree that these recordings may be used by the Company and its affiliates, licensees, partners, sponsors and agents worldwide, in perpetuity, and without payment of royalties for any purpose, including promotional purposes. By attending any Event, you agree to be filmed, photographed and recorded during such Event. By giving a statement or reaction to the Company or media personnel, you agree that this statement may be captured, broadcast, transmitted or otherwise used in accordance with this clause. To the extent necessary, you waive any right to image, likeness, name, personality or publicity in order to give effect to this clause.
5. **Third Party Services.** The Company relies on certain third-party service providers in order to offer the Event, including the Platform and other various technological services related to Badges and Credentials. Participants may be required to agree to third-party terms and conditions in order to access those services. Participant agrees that the Company is not responsible for any act or omission of third-party service providers that are not inherent to the Event, and if such act or omission causes damage to Participant or Participant's organization, then Participant's or Participant's organization's only recourse is against the third-party service provider, pursuant to the contractual relationship between Participant and the third-party service provider.

6. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL THE COMPANY, ITS SUBSIDIARIES, AFFILIATES, AGENTS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, VOLUNTEERS, PARTNERS, ADVERTISERS, LICENSORS OR SUPPLIERS BE LIABLE TO YOU, YOUR EMPLOYER/ORGANIZATION OR ANY RELATED PARTY FOR ANY DAMAGES ARISING FROM OR IN CONNECTION WITH YOUR ATTENDANCE OR NON-ATTENDANCE AT THE EVENT, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF REPUTATION, BODILY INJURY, OR DAMAGES CAUSED BY OTHER PARTICIPANTS, WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE, AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE).
7. **DISCLAIMER OF WARRANTIES.** THE EVENT, AND ALL RELATED PRODUCTS AND SERVICES, ARE PROVIDED “AS IS, WHERE IS” AND AT THE USER’S RISK AND PERIL, WITHOUT WARRANTY, CONDITION OR REPRESENTATION OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY, CONDITION OR REPRESENTATION OF TITLE, AVAILABILITY, MERCHANTABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, THE COMPANY MAKES NO WARRANTY THAT (i) EVENT AND RELATED GOODS AND SERVICES WILL MEET YOUR REQUIREMENTS; (ii) EVENT AND RELATED GOODS AND SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ALWAYS AVAILABLE OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM ATTENDANCE AT ANY EVENT WILL BE COST-EFFECTIVE, ACCURATE OR RELIABLE.
8. **Indemnification.** Participant agrees to indemnify, defend and hold the Company and its employees, volunteers, officers, directors, agents, licensees, partners, advertisers and sponsors harmless from and against any and all claims, demands and all other liabilities, including, but not limited to, costs and attorneys’ fees, made by any third party arising out of or in relation to the Participant’s attendance at the Event, use of the Badge or Credentials, or any violation of these Terms or the Participant Code of Conduct.
9. **Termination and Survival.** The Company may terminate these Terms for any of the reasons given above for revocation of a Participant’s Badge and/or Credentials. Additionally, the Company may terminate these Terms if Participant violates any material provision of these Terms, including any non-trivial violation of the Participant Code of Conduct. Clauses 3 to 5 of part 2, 7 and 8 of part 3, and all clauses in Part 5 survive termination of these Terms regardless of the reason therefor.
10. **Exclusion of Certain Articles.** For greater certainty, the parties agree that the following articles of the *Civil Code of Quebec* are hereby excluded: 1468, 1469, 1473, 1694, 2125 and 2129.

Part 3: ADDITIONAL TERMS FOR ONLINE PARTICIPANTS

For all provisions listed in Part 3, the word “**Terms**” refers only to the provisions contained in Part 2, Part 3 and relevant provisions of Part 5. The Terms apply to any Online Participant’s (also referred to as “**you**” in this Part 3) virtual online attendance, participation, enrollment, and/or application for virtual online involvement in any or both of the Event, including, without limitation, each Online Participant’s purchase and/or possession of any Platform and Event access digital credentials (collectively, the “**Credentials**”).

1. **Platform.** The Event is provided through a third-party platform provided by Fanslab, as well as applications and mobile apps designed to enable virtual attendance to the Event (collectively, the “**Platform**”). You shall set up a single sign-on account on the Platform in order to access such Platform. Access to the Platform is required to virtually attend Events. In addition to those Terms, virtual attendance to the Event is subject to other terms applicable to the other apps as the case may be. In case of conflict with these Terms, the latter shall prevail.
2. **Credentials.** Online Participants who register on the Platform shall be given Credentials. You must enter your Credentials to access the Platform and, consequently, to virtually attend any Event. You are responsible for all access to any Event, the Platform and/or use of any content by any other person or anyone else using your Credentials and for preventing unauthorized use of any such Credentials. If you believe there has been any breach of security (such as the disclosure, theft or unauthorized use of any Credential), you must promptly notify the Company by email.
3. **Interactive Areas.** The Event may include discussion groups, virtual meeting rooms and other forums (“**Interactive Areas**”) enabling interaction between you and other Participants. We do not control and are not responsible for information and/or materials posted to Interactive Areas by Participants (“**User-Generated Content**”) and cannot guarantee the veracity or accuracy of any such User-Generated Content. All use of the Interactive Areas is at your risk and you should not rely on User-Generated Content in any way. Please refer to the Participant Code of Conduct to know what restrictions apply to what you can share in the context of the Event and what you can do with such content.
4. **License to User-Generated Content.** You hereby grant the Company a non-exclusive, perpetual, royalty-free license to use, reproduce, modify and/or sub-license all or any part of the User-Generated Content posted or submitted by you or any of your representatives. The Company may, without notice to you or any third party, delete, move or edit any such User-Generated Content or part of it. To the extent permitted under applicable law, you hereby waive all moral rights or rights of a similar nature in any jurisdiction in any User-Generated Content.
5. **User-Generated Content.** You are responsible for the content of the User-Generated Content which you contribute and must comply with the restrictions set out below when publishing it. We are under no obligation to monitor User-Generated Content.
6. **License to Use Feedback.** You hereby grant the Company a worldwide, perpetual, irrevocable, sublicensable, royalty-free license to use and incorporate into the concerned services any suggestion, enhancement request, recommendation, correction or other feedback provided by you relating to the Event or to the Platform.
7. **Proprietary Rights.** The Event is owned and operated by the Company. The Platform, visual interfaces, graphics, design, compilation, information, computer code, products, software, services, and all other elements to which participants may have access while attending the Event, but expressly excluding User-Generated Content and Personal Data, are protected by intellectual property and other applicable laws. Except for any technology licensed by the Company, which is owned by and provided by our third-party licensors, and for some other content and ideas presented during the Event, which are owned by speakers, all materials contained in and provided in connection with the Event, including without limitation the intellectual property rights therein and thereto, are the property of the

Company. All trademarks, service marks, and trade names are proprietary to the Company or its affiliates and/or third-party licensors. Except as expressly provided herein, nothing in these Terms shall be deemed to create a license in or under any such materials or the intellectual property rights therein or thereto, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of such materials.

8. **Exclusion from the Event.** You may be excluded or expelled from the Event if you violate the Terms, including without limitation the Participant Code of Conduct, or as the Company in its discretion judges necessary to maintain security, efficiency, and an agreeable environment for other attendees, participants and any other users of the Platform in the context of the Event.
9. **Support.** Subject to Sections 32 and 33, the Company will provide you support and technical assistance with regards to your use of the Platform and your virtual attendance to the Event.
10. **Equipment.** You are responsible for procuring the necessary equipment and the payment of any charges necessary to access and attend any Event. The Company shall not be liable for the reliability or continued availability or speed or quality of the internet connection and/or equipment that you use to access the Platform and/or virtually attend any Event. The Company shall not be liable or responsible for any delay, disruption or disturbance in the operation of the internet or problems caused by your internet service provider or for any telecommunications failures which are beyond our control.
11. **Systems compatibility.** It is your responsibility to ensure that your systems are compatible with our technology or the technology of our Platform prior to registering for any Event. The Company shall not be liable or responsible for any technical issues which may arise as a result of your failure to ensure compatibility of our technology and Platform with your systems. Access to the Event may not be available as a result of downtime for repairs, maintenance and/or repairs to any component of the Platform.

Part 4: ADDITIONAL TERMS FOR OFFLINE PARTICIPANTS

For all provisions listed in this Part 4, the word “**Terms**” refers only to the provisions contained in Part 2, in Part 4 and relevant provisions of Part 5. The Terms apply to any Offline Participant’s (also referred to as “**you**” in this Part 4) physical attendance, participation, enrollment, and/or application for physical involvement in the Event, including, without limitation, each Offline Participant’s purchase and/or possession of the Event entry credentials whether physical or digital, such as badges (the “**Badges**”), tickets, passes, and others (collectively, the “**Credentials**”).

1. **Badges.** For security reasons, and to allow entry into the Event, each Offline Participant may be required to wear their physical Credential as follows: Badges must be on the Company-issued lanyard around Offline Participant’s neck while participating in the Event. No other laminates may be worn on the Company lanyard for the Badge to be valid. If a physical Credential is not worn correctly by an Offline Participant, the Company reserves the right to deny that Offline Participant’s entry into the Event. You must display your Badge at all times, and the Company reserves the right to check the Badge of any Participant at any time. Failure to display your Badge may result in your exclusion or expulsion from the Event.

2. **No Circumvention or Tampering with Credentials.** You agree that you will not decompile, attempt to discover the source code of, or otherwise reverse engineer the software or hardware of the Credentials. Furthermore, you agree not to disassemble the Credentials or bend, puncture, break, take apart, or otherwise affect the integrity of the Credentials. If your Badge includes any stickers, you may not remove these stickers or cover them up or add new stickers (including stickers transferred from someone else's Badge).
3. **Lost or Damaged Badges.** Participant acknowledges and agrees to notify the Company as soon as possible upon discovering loss of the Credentials and Participant shall be liable for all transactions, losses, expenses and other costs (including without limitation reasonable attorney's fees) until such time as the Participant notifies the Company in writing of the loss of the Credentials
4. **Access to the Event.** Subject to terms and conditions hereof, your Badge provides you with access to the Event, but cannot guarantee admission to every section and/or activity of the Event. Your access to the Event is conditional on your compliance with these Terms, the Participant Code of Conduct, and all applicable laws and regulations, including public health orders and other requirements, which may require the provision of proof of adequate immunization against COVID-19. Event admission is subject to venue capacity and age restrictions in compliance with federal, provincial and local laws and regulations. Age restrictions and capacity are specific to each space within the Event venue. The spaces within the Event venue may each have their own restrictions limiting entry with certain food, beverages, or other items such as chairs.
5. **COVID-19; Acknowledgement of Risk and Waiver of Liability.** You hereby (i) acknowledge that there is an inherent risk of exposure to COVID-19 in any public place where other people are present; (ii) voluntarily assume all risks associated with exposure to COVID-19 during your participation to the Event; (iii) waive your right to hold the Company, its partners, employees, administrators, representatives and all volunteers involved in the organization and holding of the Event, which you have voluntarily chosen to attend in person; and (iv) acknowledge and agree to be liable for any injury or illness caused during the Event.
6. **Exclusion from Event.** You may be excluded or expelled from the Event if you lose your Badge or refuse to display it, if the Event or any particular venue has reached capacity (under the applicable fire code or otherwise), if you violate the Participant Code of Conduct, or as the Company in its discretion judges necessary to maintain security, efficiency, and an agreeable environment for other attendees and participants to the Event.
7. **Badge Payment Tools.** You may be able to choose to attach your credit card information to the RFID chip in order to use your Badge as a means of payment at the Event. If you choose to do so, you understand that the Company, is not liable for any loss that results from any unauthorized use of your Badge for payment purposes, including, without limitation, if your Badge is lost or stolen or as a result of malicious actors, software or attacks, including due to interceptions on public wifi.
8. **Wifi Access.** Wireless Internet may be provided at the Event. If it is provided, then it is subject to the Company's right to manage traffic on the network, including the right to restrict or prohibit certain types of activity, or to remove users who use their Wifi access or endanger the network. Any network provided at the Event will be a public network, and so all Participants must take appropriate security measures.

9. **Lost and Found Items.** The Company is not responsible for loss or damage to any items which Participants may bring to the Event. Lost and Found will be located at Registration during the Event. Participants can drop off found items at the Registration Help Desks during the Event. Participants can also email a description of an item and the location it was lost/found to info@c2.biz. After ninety (90) days following the end of the Event, unclaimed lost and found items may be disposed of at the Company's discretion.

Part 5: GENERAL

In this Part 5, the word "**Terms**" refers to the entire contract between the Company and a given Purchaser and/or Participant (as the case may be), which may include [Parts 1 and 5](#); [Parts 2, 3 and 5](#); [Parts 2, 4 and 5](#); [Parts 2, 3, 4 and 5](#); or all of [Parts 1, 2, 3, 4 and 5](#).

1. **Eligibility to be a Purchaser or Participant.** The Event is intended for a professional audience only. Participants may only attend the Event if they do so in a professional and commercial capacity. The Event is not intended for consumer audiences. By agreeing to these Terms as a Purchaser, you represent and warrant that you are doing so in a commercial and professional capacity. By registering a Participant, you represent and warrant that you will attend the concerned Event in your professional, commercial capacity, rather than in any personal, consumer or household capacity. The Participant must be eighteen (18) or older to participate to any of the Events. Participants must agree to the Participant Terms and Conditions, including the Participant Code of Conduct.
2. **Waiver, Exceptions, and Forbearance.** The Company may forbear or delay to enforce its rights under these Terms without thereby waiving those rights. It may also in its sole discretion apply an exception to the strict application of these Terms to a given case. Notwithstanding that an exception is applied to one Purchaser or Participant in a certain case, this does not create any right for a different Purchaser or Participant to benefit from the same exception, nor any right for that same Purchaser or Participant to benefit from the same exception a second time.
3. **Force Majeure.** Notwithstanding anything to the contrary in these Terms, the Company shall not be liable for any failure or delay in the performance of its obligations (including Participant's inability to attend the Event) under these Terms or any related contract to the extent that this failure or delay or inability to attend the Event results from a Force Majeure Event (as defined hereinafter). For the purpose of these Terms, a "**Force Majeure Event**" means any circumstance whatsoever not within the reasonable control of the Company, including without limitation:
 - a. Nuclear, chemical or biological contamination.
 - b. Acts of God, flood, drought, earthquake or other natural disaster.
 - c. Online attacks and Internet connection unavailability.
 - d. Epidemic or pandemic, such as the COVID-19 pandemic.
 - e. Riot, crime (including cybercrime), strikes (legal or illegal, third-party or otherwise), terrorism, or threat of any of the foregoing.
 - f. War, civil war, embargo, sanctions.
 - g. Power outage, water outage, telecommunications or network failure, or any other utility failure.
 - h. Any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or travel prohibition,

injunction (mandatory or prohibitive), or the failure to grant a necessary licence, visa, or consent (whether to Participant, the Company, or otherwise).

- i. Any non-performance by suppliers or subcontractors of the Company.
 - j. Any other circumstance beyond the Company's reasonable control.
4. **Assignment.** Your rights and obligations under these Terms are personal and unassignable, as are any rights, claims, or *créances* arising out of these Terms or their enforcement.
 5. **Intellectual Property.** You acknowledge that C2MTL, C2Dive, and C2Spark are registered trademarks of the Company, used under licence by C2 International Inc. You further acknowledge that C2, C2 MONTREAL, C2 Agora and the C2 broken stencil logo are all trademarks of the Company.
 6. **Applicable Law.** These Terms are governed by the law of Québec. The *UN Convention on Contracts for the International Sale of Goods* is totally excluded.
 7. **Choice of Forum.** Subject to Sections 8 and 9 of this part 5, any dispute arising from or related to these Terms or the Participant's attendance or non-attendance at the Event shall be submitted the exclusive jurisdiction of the Courts of Quebec sitting in the judicial district of Montreal.
 8. **Mediation.** Any dispute between the parties to these Terms arising from the application or interpretation of the Terms that is not resolved within thirty (30) days from a written notice of dispute being given by one party to the other party shall be referred to mandatory mediation. The parties must participate in good faith in at least one (1) mediation session by delegating a person in authority to participate. The mediator shall be selected jointly by the parties acting reasonably. The mediation shall be conducted in French or English in the City of Montreal, Province of Quebec, or through electronic means as agreed upon between the parties. The parties shall be responsible for their own costs relating to the mediation and shall share equally the other costs associated with the mediation, such as professional fees. If the parties settle the dispute through mediation, they shall jointly draft a document setting out the terms of such settlement. This document, once signed, will be irrevocably binding on the parties, and may be subject to homologation by a competent court in Montreal, Quebec, Canada.
 9. **Arbitration.** Subject to the mediation provisions set out above, if any dispute, controversy or claim arising out of or relating to these Terms, including any question regarding its existence, interpretation, validity, breach or termination or the business relationship created by it shall be referred to and finally resolved by arbitration under the Canadian Arbitration Association Arbitration Rules. The place of arbitration shall be Montreal, Québec, Canada (unless agreed otherwise in writing between the parties). The language of the arbitration shall be French or English, at the parties' choice. There shall be a sole arbitrator selected jointly between the parties, or if the parties cannot agree, by a judge of the Superior Court of Québec, in Montreal, Quebec, Canada. The arbitrator must select its award from one of the final offers made by each of the Parties, in its entirety and without modification. The arbitrator must provide detailed reasons for its award. An oral hearing need not be held, and the parties may submit their observations in writing. There will be no appeal from the decision of the arbitrator on questions of fact, law or mixed fact and law. The decision arrived at by the arbitrator shall be final and binding and no appeal shall lie therefrom. The costs of the arbitration shall be divided equally between the parties, and each party shall bear its own costs of representation. Judgement upon the award rendered by the arbitrator

may be entered in any court having jurisdiction. The arbitration proceedings and awards shall be considered strictly confidential information.

10. **Third Party Beneficiaries.** The following parties are third-party beneficiaries of the limitations of liability, disclaimers of warranty, and indemnity provisions contained in these Terms: the Company's employees, volunteers, officers, directors, agents, licensees, partners, advertisers, and sponsors. For greater certainty, this includes any event-production company and its staff who might be engaged by the Company to produce or run the Events, which currently means C2 International Inc.
 11. **Entire Agreement; Precedence.** Purchasers and Participant may also agree to the Platform terms as well as terms and conditions of third-party service providers, in which case this clause does not apply to those third-party contracts. In the event of a conflict between these Terms and any other contract between Purchase/Participant and the Company, including third-party service provider contracts, these Terms prevail. In the event of a conflict between Part 1 and Parts 2, 3 or 4 of these Terms, Parts 2, 3 or 4 prevails (as applicable). In the event of a conflict between Part 2 and Parts 3 or 4 of these Terms, Parts 3 or 4 prevail (as applicable).
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