

#WIBECREATE 2022 Annual Conference AGREEMENT TERMS & CONDITIONS

This #WIBECREATE 2022 Annual Conference Agreement & Terms & Conditions (“Agreement”) is between Women in Business Education, a Limited Liability Company based in Fairfax, VA (“Planner”), and the registered conference participant (“Participant”).

This Agreement is a legally binding contract for the services provided by WiBE, it outlines the details of the upcoming #WIBECREATE Annual Conference (“Conference”) and defines the parties relationship and responsibilities to each other.

For good and valuable consideration, the Participant acknowledges and agrees that he/she has read and understood this Agreement, agrees to be legally bound by it and agrees to purchase a Conference registration. In exchange, Planner agrees to coordinate a Conference on the terms and conditions set forth with details as outlined below.

CONFERENCE DETAILS.

Conference Registration includes the following:

- a. Three days of sessions held on the George Washington University Campus
- B. Welcome Reception on Thursday, June 2, 2022
- c. Networking Lunch on Friday, June 3, 2022
- d. Pre-conference and post-conference workshops
- e. Swag bag

Conference Registration does not include the following:

- a. Hotel, Travel, Transportation, Visa fees
- B. Breakfast and Dinner will be the responsibility of the participant

REGISTRATION AND FEES.

To register for the #WIBECREATE conference, the Participant must agree to the terms of the *Conference Participant Agreement*, and also signature a *Conference Liability Waiver* after paying registration fees.

Participant agrees to make full payment via credit card, invoice or wire transfer.

A registration ticket may be fully refunded, minus processing fees, up to 90 days prior to the event start date.

After 90 days prior to the event start date, if you are no longer able to attend, the amount of your ticket minus processing fees may be used towards a future event for WiBE.

If you are unable to travel for documented sickness, positive COVID 19 test, or are exhibiting COVID 19 related symptoms, a full refund will be made, minus the processing fees, among producing documentation of the illness.

You may elect to transfer your conference registration to someone else by sending an email to membership@wibenetwork.com.

All hotel, travel and other expenses related to the cancellation will be the responsibility of the participant.

PASSPORTS AND VISAS.

International Participants must carry a valid passport and have obtained all of the appropriate visas, and permits for prior to arriving in the United States. Participant's passport must be valid for 6 months after the final day of the Conference. Participant acknowledges and agrees that Planner is in no way responsible if Participant is denied entry or exit into/from a country due to the lack of valid travel documentation.

WiBE will send a Visa letter upon request to membership@wibenetwork.com. Participant must provide the following details to Planner ninety (90) days prior to Conference start date: full name as printed on passport, date of birth, nationality, passport number, place of passport issue and expiration date.

TRAVEL INSURANCE.

Planner recommends the purchase of travel insurance for the Conference. It is solely Participant's responsibility to purchase such insurance and it must provide coverage against personal accident, death, medical expenses, medical emergency costs and personal liability. Such travel insurance should also provide coverage for cancellation, curtailment, and all other expenses that might arise as a result of loss, damage, injury, delay or illness that may affect the Conference.

CANCELLATION BY PARTICIPANT.

If Participant wishes to cancel all or any part of the booking, written notification of the cancellation must be emailed to Planner at membership@wibenetwork.com.

If Participant leaves the Conference for any reason after it has commenced, there will be no refunds for unused services. No refunds will be given for any accommodation, travel, transport, meals, or services not used by Participant. If Participant elects not to participate in any of the services provided, Planner is in no way responsible to provide an alternate activity and Participant is not entitled to a refund.

Planner recommends travel insurance which may protect Participant with a full or partial reimbursement for cancellation or early departure under certain circumstances.

CANCELLATION BY PLANNER.

Planner reserves the right to cancel the Conference prior to the start date in the event that an insufficient number of customers are confirmed for the Conference, due to governmental travel advice, global pandemic, or for any other commercial reason in Planner's sole discretion. In such event, Participant will receive a full refund for all funds paid to date. Participant acknowledges and agree that Planner will in no way be responsible for any additional amounts, including but not limited to airfare, travel documents, travel preparation costs or other losses or damages.

CHANGES BY PARTICIPANT.

Participant may transfer the Conference booking to another customer up until two weeks prior to the Conference start

date. Notifications of any transfer requests must be given in writing to Planner, including the full name and contact details of the new customer, and will be subject to approval by Planner. If the transfer is not approved, cancellation charges as defined in this Agreement will apply. There is no administration fee per change.

Participant acknowledges and agrees that if he/she must deviate from the Conference itinerary for any reason, including but not limited to illness, injury, missing a departure airplane, train or other mode of transportation, etc., Participant will be responsible, in his/her own discretion to be solely responsible for all related expenses.

CHANGES BY PLANNER.

Planner reserves the right, in its sole discretion, to make changes to any and all details of the Conference and the agenda, including but not limited to changes to the format of the Conference from an in-person format to a virtual format, changes to the Conference itinerary including dates and times, services and activities offered during the Conference. Participant acknowledges and agrees that the details of the Conference or to the agenda are subject to alteration at any time. Such changes may be made even after the Conference start date, without prior notice, for any reason deemed commercially necessary by Planner, including but not limited to, safety, weather, acts or omissions by third party service providers, transport failure, or other circumstances which are beyond Planner's control and cannot be foreseen.

In the event of non-material changes, Participant acknowledges and agrees, there will be no right to claim compensation and no refund will be due.

Planner will make best efforts to minimize the disruption of any such occurrences and will do its best to substitute with an equitable alternative. Participant acknowledges and agrees that making such changes is not a breach of Planner's obligations under this Agreement and Planner is in no way responsible for Participant's loss of enjoyment, delays or compensation due to such changes.

EXTRA COSTS.

Extra costs incurred during the Conference, including but not limited to additional meals, parking, hotel charges, dinner arrangements will be paid for directly by Participant to the party owed. Participant acknowledges and agrees to be solely responsible to pay those extra costs and Planner is in no way responsible for such expenses.

COVID-19 SAFETY PRECAUTIONS

Participants will follow George Washington University institutional COVID-19 Safety Precaution guidelines for their campus.

Participants will be required to be fully vaccinated for Covid-19 two weeks prior to participating, and proof of vaccination must be emailed to create@wibenetwork.com.

Participants will be required to show proof of a negative COVID-19 test within 72 hours prior to their visit to campus, and will need to complete a COVID-19 symptom screening form. Information on local testing centers will be shared prior to travel.

Note that these safety guidelines may change between now and our conference date in June. Any changes will be communicated by participants via email prior to and during the event.

SAFETY.

If Planner determines that a Participant's health, safety or well-being is at risk, or observes that Participant has a health condition that renders him/her unsafe to continue participation in the Conference, Planner may, in her sole discretion terminate this Agreement immediately, with no refund due and no liability on Planner.

Participant acknowledges and agrees not to engage in any illegal act, cause danger or damage to other people or property. A violation of this provision, will result in Participant being removed from the Conference, with no refund due and no liability on Planner.

Participant will review and signature the separate *Conference Liability Waiver*, attesting that he/she is fit to participate fully in the Conference, with no limitations due to health or physical fitness.

Participant acknowledges and agrees that he/she has obtained the necessary immunizations.

Participant acknowledges and agrees that hospital facilities, qualified medical care and emergency medical evacuation may be limited at times during the Conference and Participant acknowledges and agrees to be solely responsible for any such costs that arise.

PRIVACY

Planner will collect personal information from Participant in order to complete the booking, and will collect and process that data in compliance with Planner's posted Privacy Policy located at <https://wibenetwork.com/privacy-policy/>, which is incorporated here by reference.

By agreeing to this Agreement, Participant consents to an exception to Planner's posted Privacy Policy as follows: Participant agrees to allow Planner to share Participant's personal information including name, email, title, institution with the conference participants in the conference app and with the Conference Sponsors for the purpose of engaging in the conference app and being listed in the attendee roster. Participant may elect to not participate by checking the GDPR compliant check or emailing membership@wibenetwork.com and asking to be removed. Planner expressly agrees that none of Participant's financial information will be shared with the Conference Sponsors.

NO WARRANTIES

The Conference Event is provided "as is," and, except for the express warranties in this Agreement, is offered with no warranties of any kind, whether express or implied, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, merchantability, expectation of course of performance and non-infringement. Participant's booking of the Conference is voluntary and Participant agrees not to hold Planner responsible if he/she becomes dissatisfied with the Event.

FORCE MAJEURE

Women in Business Education shall not be liable for any costs or damages due to delay or nonperformance of this Live Event/Conference Participation Agreement due to a Force Majeure, including acts of God, acts of people, government imposed restrictions and safety measures, quarantines, travel suspensions, and any other event beyond Women in Business Education's control, whether foreseen or unforeseen.

ASSUMPTION OF RISK, LIMITED LIABILITY, INDEMNIFICATION.

Participant has reviewed and signed the separate *Conference Liability Waiver* including detailed provisions on assumption of risk, limitations of liability and indemnification, which is incorporated here by reference.

DISPUTE RESOLUTION, GOVERNANCE, LITIGATION EXPENSES.

Should any dispute arise between Participant and Planner, it would be preferable to work it out amicably, but if that is not possible, then Participant agrees that the dispute will be resolved by Arbitration, by the American Arbitration Association, in Fairfax County, Virginia. Participant agrees to participate in the arbitration process in good faith, and further agrees that the decision made by the Arbitrator is binding, not subject to appeal, and enforceable in any court of competent jurisdiction as a judgment of law. Participant understands that any claim must be commenced within one year of the date of the grievance, or forfeited forever.

Participant understands that the only remedy that can be awarded through Arbitration is a refund of payments made to Planner. NO AWARD OF ANY CONSEQUENTIAL, PUNITIVE, SPECIAL OR ADDITIONAL DAMAGES MAY BE AWARDED TO PARTICIPANT.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Virginia as applied to contracts that are executed and performed entirely in Virginia, regardless of Participant's location. The exclusive venue for any legal proceeding based on or arising out of this Participant Agreement shall be Fairfax County, Virginia.

If any legal action is brought because of an alleged dispute regarding this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in pursuing that action, in addition to any other relief to which they are entitled.

ENTIRE AGREEMENT, WAIVER, MODIFICATIONS, SEVERABILITY, ASSIGNMENT.

Participant and Planner agree that this Agreement constitutes the entire agreement between them and supersedes any and all prior agreements, discussions, correspondence, understandings or proposals. Participant understands that any expectation regarding the Package, which is not specifically included in this Agreement is not included in the Package.

Participant agrees that no waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision of this Agreement, nor shall any waiver constitute a continuing waiver. Participant agrees that this Participant Agreement is not to be altered, amended, extended or considered waived in any way, except in writing, with an additional Addendum, signed by both Participant and Planner, or by an authorized signatory for either party. If any term of this Agreement is found to be invalid, void, or unenforceable under applicable law, the other provisions shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.