

Terms and Conditions and Liability Waiver

Thank you for registering for TRANSACT (the “Event”) hosted by Electronic Transactions Association (“ETA”). By registering for this Event, you agree to the following:

The cancellation deadline for the event, including special events, is March 17, 2024, 11:59 pm, PST. Refunds will be subject to a \$100 processing fee plus \$50 for each special event registered for. No refunds will be issued after the cancellation deadline. No-shows are non-refundable

Golf Tournament Terms & Conditions: The deadline to register for the TRANSACT Golf Tournament is March 17, 2024. Entries are accepted on a first-come, first-served basis via this online registration form. All golfers must be registered attendees of TRANSACT. Dress code is casual with soft spikes required.

Golfers will be responsible for any additional charges such as club/shoe rental and merchandise purchases. Foursome requests cannot be honored if individuals are not registered for TRANSACT. If you have a foursome request, email it to: ETAReg@expotracker.net. Space is limited and based on availability. Golfers will be notified of their pairings on the day of the tournament. Golf cancellations made on or before March 17, 2024, will receive a full refund of fees paid less a \$50 processing fee.

Visa Celebration & ETA Star Awards: The deadline to register for the TRANSACT is April 3, 2024. All participants of the Visa President’s Celebration & ETA Star Awards must be registered attendees of TRANSACT. Space is limited and based on availability. Visa President’s Celebration & ETA Star Awards cancellations made on or before March 17, 2024, will receive a full refund of fees less a \$50 processing fee.

Compliance with ETA Policies and Procedures, Including Those Related to COVID-19: You understand that the Centers for Disease Control (“CDC”) has classified COVID-19 as a highly contagious disease that can be transmitted asymptotically and can lead to severe illness and death. You recognize that an inherent risk of exposure to COVID-19 and other infectious illnesses exists in any public place where people are present. You understand that your participation in the Event is completely voluntary on your part and permitted at ETA’s discretion, and you agree to abide by all policies and procedures as established by ETA at the Event, including, but not limited to, following CDC and state and county health department guidelines and orders, requiring proof of vaccination, wearing of masks, and other actions to reduce the likelihood of the spread of COVID-19 at the Event.

If you are unable or unwilling to comply with these requirements, ETA will provide a full refund less applicable processing fees provided you have notified ETA in writing on or before March 17, 2024. If your conduct does not meet reasonable standards of

behavior, including without limitation following the instructions provided by ETA or the Event facility, you understand that your participation in the Event may be revoked by ETA in its sole discretion without a refund.

Assumption of the Risk, Release, and Waiver of Liability: You also understand that ETA cannot eliminate the risk of your contracting COVID-19 or any other infectious illness in connection with your participation in the Event. By registering for and attending the Event, **YOU VOLUNTARILY ASSUME ALL KNOWN AND UNKNOWN RISKS RELATED TO EXPOSURE TO COVID-19 AND OTHER INFECTIOUS ILLNESSES** and all risk of personal injury, damage, and expense related to your participation in, and travel to and from, the Event.

In consideration of the opportunity to participate in the Event, you hereby **FOREVER RELEASE, WAIVE, AND HOLD HARMLESS** ETA and its officers, directors, employees, members, volunteers, contractors, representatives, and agents (collectively, the “ETA Parties”) from any and all liability, injury, damage, loss, or expense that may arise, directly or indirectly, now or in the future, regardless of whether caused by fault on the part of any ETA Party, in connection with your participation in the Event. **YOU PROMISE NOT TO SUE ANY OF THE ETA PARTIES** for any claims that you have released, waived, and discharged.

You agree that the law of the State of Nevada will apply to this release and waiver. You understand that this release and waiver is intended to be as broad and inclusive as is permitted by law, and that if any portion of this release and waiver is held invalid, the remainder will continue in full legal force and effect. This release and waiver shall extend to and be binding upon you and your estate, heirs, executors, administrators, and personal representatives.

Name Badges: All registrants will be provided a name badge for use during the event. For security purposes, you will be required to wear your name badge at all times in ETA’s meeting space. Individuals without a visible name badge will not be permitted into the meeting’s areas.

TRANSACT Photography Policy: By attending TRANSACT, you acknowledge that photographs and/or videos of you may be taken by our conference staff and/or photographers at any time. Furthermore, you grant the ETA permission to use photographs and/or video of your likeness in any type of media, including websites and print publications, without compensation or reward.

Americans with Disabilities Act and Special Dietary Needs: In accordance with the Americans with Disabilities Act, ETA uses only facilities that are in compliance. Attendees with special needs for facilities, visual or audio aids, or dietary



requirements are asked to email registration@electran.org so that appropriate arrangements can be made.

NO AUDIO OR VIDEO TAPING OF THE PROGRAM PERMITTED.

Terms and Conditions and Privacy Policy Specific to TRANSACT Mobile App: By registering for the TRANSACT mobile app, whether through a mobile device, mobile application or computer (collectively, the “Service”) you agree to be bound by these Terms of Use and the Privacy Statement that can be found here. ETA may collect Personal Information, including Sensitive Data, and other information. “Personal Information” means individually identifiable information that would allow us to determine the actual identity of, and contact, a specific living person. Sensitive Data includes information, comments or content (e.g. photographs, profile, work) that you optionally provide that may reveal your ethnic origin, nationality, and/or religion. By providing Sensitive Data to us, you consent to the collection, use and disclosure of Sensitive Data as permitted by applicable privacy laws. We may collect this information through a website, mobile application, or other online services. By registering for TRANSACT, you are authorizing us to gather, parse and retain data related to the provision of the Service. When you provide personal information through our Service, the information may be sent to servers located in the United States and countries around the world.

ETA is committed to data privacy and protecting your personal information. Information on how ETA collects, processes, and uses your data is included in the ETA policy that can in its Privacy Statement (in link above) which is hereby incorporated into these Terms & Conditions. Additionally, by submitting your email address during the event registration process, you agree that ETA and its event partners may send you event-related information. A valid email address is required for all registrations.

Information collected automatically. We automatically collect information from your browser or device when you visit the TRANSACT mobile app. This information could include your IP address, device ID and type, your browser type and language, the operating system used by your device, access times, your mobile device’s geographic location while our application is actively running, and the referring website address.

Cookies and use of cookie and similar data. When you visit the TRANSACT mobile app, we may assign your device one or more cookies or other technologies that facilitate personalization to facilitate access to our service and to personalize your experience. Through the use of a cookie, we also may automatically collect information about your activity on our service, such as the pages you visit, the time and date of your visits and the links you click.



Information Shared with Other Users. When you register as a user of the TRANSACT mobile app, your profile will be viewable by other registrants of TRANSACT. Other registrants will be able to view information you have provided to us directly or through your TRANSACT registration, such as a photo, any additional photos or other information you upload, your name, your work title and description, and your company information.

Personal information. We do not share your personal information with others except as indicated in this Privacy Policy or when we inform you and give you an opportunity to opt out of having your personal information shared. We may share personal information with:

Service providers. We may share information, including personal and financial information, with third parties that perform certain services on our behalf. These services may include fulfilling orders, providing customer service and marketing assistance, performing business and sales analysis, ad tracking and analytics, member screenings, supporting our Service functionality, surveys and other features offered through our Service. These service providers may have access to personal information needed to perform their functions but are not permitted to share or use such information for any other purposes.

ETA uses the personal data you provide in this registration for administering your participation in this event. This may include information about the event's content, event logistics, payment, updates, and additional information related to the event.

ETA may disclose your personal data to third party service providers engaged by ETA to assist in the conduct of the event (e.g. housing bureau, mobile application provider). Information you provide when registering for or participating in an event managed or co-sponsored by parties other than or in addition to ETA may be shared with those parties, and the treatment of such information is further subject to the privacy policies of those parties. Except as described herein, ETA will not disclose your personal data to any other third party without your consent except where required to do so by law.

Other Situations. We may disclose your information, including personal information: In response to a subpoena or similar investigative demand, a court order, or a request for cooperation from a law enforcement or other government agency; to establish or exercise our legal rights; to defend against legal claims; or as otherwise required by law. In such cases, we may raise or waive any legal objection or right available to us.

When we believe disclosure is appropriate in connection with efforts to investigate, prevent, or take other action regarding illegal activity, suspected fraud or other wrongdoing; to protect and defend the rights, property or safety of ETA, other

TRANSACT registrants, our employees, or others; to comply with applicable law or cooperate with law enforcement; or to enforce our Terms of Use or other agreements or policies.

In connection with a substantial corporate transaction, such as the sale of our business, a divestiture, merger, consolidation, or asset sale, or in the unlikely event of bankruptcy.

Data Retention

We keep your information only as long as we need it for legitimate business purposes and as permitted by applicable legal requirements. If you close your account, we will retain certain data for analytical purposes and recordkeeping integrity, as well as to prevent fraud, enforce our Terms of Use, take actions we deem necessary to protect the integrity of our Service or our users, or take other actions otherwise permitted by law. In addition, if certain information has already been provided to third parties as described in this Privacy Policy, retention of that information will be subject to those third parties' policies.

Information You Provide About Yourself While Using Our Service

The TRANSACT mobile app provide areas where you can post information about yourself and communicate with others by creating calendar appointments. Such postings are governed by our Terms of Use. Also, whenever you voluntarily disclose personal information on internally-viewable pages, that information will be available to other registrants and can be collected and used by others. For example, if you post your email address, you may receive unsolicited messages.

