

These terms and conditions ("**T&Cs**") apply to attendee registrations for all events and conferences, whether in person or virtual, (each an "**Event**") organized by Society of Cable Telecommunications Engineers, Inc. ("**SCTE**"). Please read them carefully as they contain important information. By submitting a registration, the registrant ("**you**" or "**your**") agrees to be bound by these T&Cs as well as the terms set forth in your registration and the web portal for submitting the Event registration request (collectively "**Web Portal Terms**"). These T&Cs, together with the Web Portal Terms, constitute the "**Agreement**" between the you and SCTE (each a "**Party**" and collectively "**Parties**"). If there is a conflict between a provision of the Web Portal Terms and a provision of these T&Cs, the Web Portal Terms will control.

Definitions. The following terms have the following meanings:

- "**Host Facility**" means, collectively, one or more facilities in which SCTE arranges to present an in-person Event.
- "**Hotel**" means, collectively, one or more hotels or other facilities with which SCTE arranges lodgings, meeting rooms, banquet rooms or similar facilities to be available to exhibitors and other participants of an in-person Event.
- "**Landlord**" means, collectively, the owner and operator of each Host Facility and Hotel.
- "**Force Majeure**" means, with respect to a Party, any act of God or other event including but not limited to fire; public enemy; strike; epidemic or public health emergency; act of war or terrorism; or any newly enacted law, regulation or order of public authority, or any other unforeseeable reason outside of such Party's control which makes it impossible or impractical for such Party to perform any obligation.

1. Registration Confirmation.

1.1 Your registration request (whether submitted directly by you or on your behalf with your consent) constitutes an offer by you to SCTE to attend an Event. If a third party registers you on your behalf, that third party is responsible for properly obtaining your consent to the provisions of the Agreement (including, without limitation, the provisions regarding the use, processing and sharing of your personal information and likeness) prior to submitting the registration. All registration requests are subject to acceptance by SCTE, which will be confirmed in writing to you (by email or otherwise). The Agreement between you and SCTE for the attendance of an Event will be formed when this confirmation is sent to you (whether or not it is received); provided, however, that if rejection is not sent within 14 days of us receiving your registration request, your registration request will then be deemed accepted and the Agreement between you and SCTE will be formed at that time. SCTE reserves the right to reject any registration request. You represent that all entries, including but not limited to a valid email address, are entered correctly on the registration form or will be promptly corrected by written notice to SCTE at register@scte.org. You will receive essential information for the Event attendance electronically at the email address provided through the registration form. Accordingly, you will regularly check your email regarding the Event (including checking the spam folder of your email box for any Event email(s) caught by spam filters).

1.2 Your confirmed registration entitles you to access the Event. The Event may include in-person and/or virtual components. You must visibly wear a badge at all times while attending an in-person portion of the Event. Your registration, together with any Event access badge and log-in credentials, are personal to you and must not be shared with any other individual, unless approved by SCTE in accordance with Section 3.5. You must not share your badge during an in-person event (e.g., do not allow another individual to use your badge during any in-person portion of the Event you are not attending). You must not share your log-in credentials (e.g., do not allow another individual to use your log-in credentials during any virtual portion of the Event you are not attending). You are responsible for any actions by third parties using your badge or log-in credentials. You may not purchase registrations as agent for any third party or sell or otherwise transfer your registration to others or exploit the registration commercially or non-commercially in any way. You agree not to sell, trade, transfer, or share your access credentials, including but not limited to logins or passwords, or such of any other attendees, unless such transfer is approved in writing by SCTE. You shall use all reasonable efforts to keep such access credentials confidential. If SCTE determines that you have breached a provision of this paragraph, SCTE may terminate the Agreement in accordance with Section 3.1 and ban you from future Events.

2. Fees and payments.

- 2.1 Payment of the fee ("**Event Fee**") to attend the Event is due in full when submitting the registration request. SCTE accepts payment by credit card (Discover, Visa, MasterCard, or American Express).
- 2.2 SCTE may agree to Event attendance fee discounts with an employer, trade association or other group (collectively "**Group**"). If you register with a Group discount, and Group breaches its agreement with SCTE, SCTE may revoke such discounts, in which case SCTE will cancel your registration and refund your Event Fee (and you may choose to re-register for the Event and pay the then-current full Event Fee).
- 2.3 SCTE reserves the right to change the Event attendance fees at any time, but changes will not affect registrations that have already been submitted to SCTE.

3. Cancellation and Termination.

- 3.1 You may cancel your Event attendance, subject to Section 3.2, by giving written notice to SCTE at register@scte.org ("**Cancellation**"), in which case the Agreement will immediately terminate upon such notice of cancellation. SCTE may terminate the Agreement immediately if you breach the Agreement. The Agreement will terminate immediately at the end of the Event if you fail to attend the Event.
- 3.2 If the Agreement terminates in accordance with Section 3.1, you will remain liable for a either Partial Cancellation Fee or a Full Cancellation Fee (each a "**Cancellation Fee**") as follows:
- 3.2.1 If for any reason (including Force Majeure) you cancel your Event attendance more than 31 days before the start date of the Event, SCTE will be entitled to payment of a cancellation fee ("**Partial Cancellation Fee**") in amount equal to 50% of the Event Fee and SCTE will retain an amount from your Event Fee equal to the Partial Cancellation Fee and will refund the balance to you.

- 3.2.2 If for any reason (including Force Majeure) you fail to attend the Event or cancels its Event attendance 30 or fewer days before the start date of the Event, SCTE will be entitled to payment of a cancellation fee ("**Full Cancellation Fee**") in amount equal to 100% of the Event Fee and SCTE will retain an amount from your Event Fee equal to the Full Cancellation Fee.
- 3.3 The Cancellation Fee is payable immediately upon Cancellation or termination of the Agreement. The Parties stipulate and agree that: (i) the Cancellation Fee and SCTE retention of Event Fee payment pursuant to Section 3.2 constitute liquidated damages that are compensation and not a penalty; (ii) SCTE damages in the event of a Cancellation or termination of the Agreement would be impossible or very difficult to estimate, that the Parties are accordingly agreeing to liquidated damages as set forth herein, and that the Cancellation Fee and SCTE retention of Event Fee payment pursuant to Section 3.2 are a reasonable forecast of SCTE's probable damages in the event of a Cancellation or termination of the Agreement; (iii) the Cancellation Fee and SCTE retention of Event Fee payment pursuant to Section 3.2 are compensation for the cost of SCTE having reserved the attendance opportunity for you until the date of Cancellation or termination, thereby losing or deferring the opportunity to provide the attendance opportunity to others, as well as incurring other performance and administrative costs; and (iv) payment of the Event Fee and Cancellation Fee may not be applied to any other SCTE activity, service, or product.
- 3.4 The Agreement will terminate upon the conclusion of the Event, if not terminated sooner. Upon any termination of the Agreement, the following provisions of these T&Cs, as well as any other provision of the Agreement intended by its nature to survive termination of the Agreement, will survive: Sections 1.2, 4.3, 4.4, 5.1, 6, 7.5, 8.1, 10.1, 10.4, 11.2 and 11.5.
- 3.5 Substitutions of employees from your employer may be requested at any time, subject to this paragraph. You can request a substitution by giving written notice to SCTE at register@scte.org. The substitute registrant must agree to the then-current form of agreement for Event registrants, whereupon all Event Fees paid with respect to you will be applied to the account of the substitute registrant and the Agreement will terminate with no refund to you. Each substitution requested less than 30 days before the start of the Event or onsite will be subject to an administrative fee of \$75.
- 4. Change or Cancellation of Event.**
- 4.1 SCTE reserves the right at any time to change any and all aspects of the Event, including but not limited to, the name, themes, format, program, speakers, participants, content, venue, geographic location and timing or any other aspect of the Event for any reason in each case without liability to you.
- 4.2 SCTE reserves the right at any time to cancel or reschedule the Event for any reason in each case without liability to you; provided that if SCTE cancels the Event, or if SCTE reschedules the Event and you no longer wish to attend the Event when it has been rescheduled, you will receive a refund of your Event Fee and the Agreement will terminate.
- 4.3 Neither Party hereto will be liable for defaults or delays under the Agreement (except for payment obligations) by reason of Force Majeure. If SCTE cancels or reschedules the Event due to Force Majeure, SCTE will either, at the sole discretion of SCTE: (i) provide you with a pro rata credit toward an upcoming substantially similar SCTE event, and retain the Event Fee paid by

you as a deposit towards that subsequent event; or (ii) issue a pro rata refund of the Event Fee paid by you and the Agreement will thereupon be deemed terminated with no further liability to SCTE. In calculating the pro rata credit or refund of Event Fee, the applicable ratio will be determined by dividing the amount of Event-related costs that SCTE can recover from third parties by the total amount of Event-related costs that SCTE has spent or is obligated to spend with third parties. You acknowledge and agree that the foregoing provides your sole and exclusive remedy if SCTE cancels or reschedules the Event due to Force Majeure.

- 4.4 To the fullest extent permitted by law, SCTE shall not be liable to you for any loss, delay, damage or other liability incurred resulting from or arising in connection with the cancellation or rescheduling of the Event howsoever arising (including, without limitation, costs of travel or lodging). You acknowledge and agree that Sections 4.2 and 4.3 set forth your sole remedy in the event of cancellation or rescheduling of the Event by SCTE and all other liability of SCTE is hereby expressly excluded.
- 4.5 SCTE reserves the right in its sole discretion and without liability to terminate the Agreement and refuse admission to you, or to eject you from the Event, if you fail to comply with the Agreement or, in the opinion of SCTE, represent a security risk, nuisance, or annoyance to SCTE, Landlord or other attendees at the Event. You hereby agree to comply with all reasonable instructions issued by SCTE and the Landlord in connection with the Event.

5. Consent to Official Photography and/or Recording at Event.

- 5.1 You hereby grant: (i) to SCTE during the Event the right to record, film, live stream, photograph, or otherwise capture the Event (collectively "**Recording**") which may include your likeness in any media now available or hereafter developed; and (ii) to SCTE and any third parties designated by SCTE (each a "**Transferee**") the right to distribute, broadcast, use, or otherwise globally to disseminate, or to create derivative works from, in perpetuity, such Recording without any further approval from you or any payment to you. This grant of rights to SCTE and Transferees includes, but is not limited to, the right to edit such Recording, the right to use the Recording alone or together with other information, and the right to allow others to use or disseminate the Recording.
- 5.2 Unless authorized in writing by SCTE, any Recording, or transmittal thereof, by you is prohibited.

6. Personal Data.

- 6.1 By registering for the Event, even if you subsequently cancel or do not attend or if the Agreement is subsequently terminated, you acknowledge that: (i) your personal data (e-mail address, name, employer, job title, phone number, and geographical location) may be shared with Landlord and Event vendors for purposes of facilitating access and lodging and services for the Event; and (ii) your job title and the name of your employer may be shared with Event sponsors and exhibitors.
- 6.2 By presenting your Event badge (or other similar credentials) for scanning at any Event booth or other scan-activated Event activity, you acknowledge that your personal data (e-mail address, name, employer, job title, phone number, and geographical location) may be shared with the exhibitor or sponsor of that booth or activity.

- 6.3 By presenting your on-line credentials to access any virtual Event activity sponsored by a third party, you acknowledge that your personal data (e-mail address, name, employer, job title, phone number, and geographical location) may be shared with the sponsor of that activity.
- 6.4 Unless otherwise set forth herein, all of your personal information will be processed by SCTE in accordance with the SCTE [Privacy Policy \(https://www.scte.org/information-page-index/privacy-policy/\)](https://www.scte.org/information-page-index/privacy-policy/). If there is a conflict between the Agreement and the SCTE Privacy Policy, the Agreement will control. SCTE makes no representations regarding the handling of your personal information by Event sponsors and exhibitors that receive your personal information in accordance with Section 6.1; you may contact such entities directly regarding their management of your personal information.
- 7. Access to Virtual Event Platform.** This Section 7 applies to the extent any part of the Event is provided in a virtual format.
- 7.1 You are responsible for any technical requirements needed to enable you to access the Event website, app and/or other platform made available by SCTE (collectively “**Event Platform**”).
- 7.2 SCTE does not guarantee that the Event Platform will operate without any interruptions or malfunctions. SCTE gives no assurances or guarantees about the availability, quality, operation, or support services for data traffic on the networks or lines of any internet provider. SCTE has no liability or responsibility if the Event Platform is interrupted, partially restricted or otherwise inaccessible in whole or in part.
- 7.3 You must not attempt to interfere with the proper working of the Event Platform, such as by circumventing security, or tampering with, hacking into otherwise disrupting any computer system, server, website, router or any other internet connected device.
- 7.4 You agree to comply with any terms of use applicable to any part of the Event Platform.
- 7.5 Any posts, messages or other materials, information, or data (collectively “**Posted Materials**”) you supply or upload to the Event Platform will be considered non-confidential and non-proprietary, and SCTE will have the right to use, copy distribute and disclose to third parties any such Posted Materials for any purpose. SCTE reserves the right to edit or remove postings to any part of the Event Platform and delete or block any materials at the sole discretion of SCTE.
- 8. Complimentary Internet Access at In-Person Event.**
- 8.1 SCTE or a third party may provide wireless internet access points (collectively “**Wireless Network**”) at no charge in selected areas for attendees with portable computers or devices capable of receiving wireless signals. You may access the Wireless Network from your wireless device when within range of such an access point. As a condition of using the Wireless Network, you agree that your personal data (e-mail address, name, company, job title, phone number, and geographical location) may be shared with third-party service providers of the Wireless Network (each a “**Wireless Provider**”). SCTE makes no representations regarding the handling of your personal information by any Wireless Provider that receives your personal information in accordance with Section 8.1; you may contact such entities directly regarding their management of your personal information.
- 8.2 You may not use the Wireless Network to download files in excess of 50MB.

8.3 You acknowledge that you have no expectation of privacy when using the Wireless Network. SCTE may use any means at its disposal to monitor and intercept electronic communications on the Wireless Network, whether created for business or personal purposes, at any time for quality control purposes, to detect abuse of the Wireless Network and to detect or prevent breaches of the Agreement. Furthermore, the Wireless Network is not secure and any information sent or received over the Wireless Network could potentially be intercepted by another wireless user. You will not transmit credit card information, passwords or any other sensitive personal information while using the Wireless Network. To the extent permitted by law, you assume all risks of using the Wireless Network and hereby release SCTE and each Wireless Provider from liability for any harm or claim arising from using the Wireless Network, including without limitation any harm or claim arising breach of data, security issues or consequences caused by viruses or hacking. SCTE does not warrant the Wireless Network to be uninterrupted or error-free.

9. **Forbidden Activities on Event Platform or Wireless Network.** When accessing or using an Event Platform or Wireless Network (each an “**Event System**”), you must not:

- i. download, store, reproduce, transmit, display, copy, distribute, exploit or use the Event System and/or any content thereon for your own commercial gain;
- ii. use the Event System and/or any content thereon in any manner other than in compliance with law and the Agreement;
- iii. copy, modify, reproduce, transmit, republish, distribute, or create derivatives of Event content or otherwise infringe the intellectual property rights of SCTE or any third party;
- iv. use the Event System to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation or to generate or disseminate chain letters or SPAM email;
- v. transmit, send or upload any data or content that contains viruses, Trojan horses, worms and/or any other code that has contaminating or destructive properties;
- vi. create a false user account or intentionally omit, delete, forge, or misrepresent transmission information, including headers, return mailing, and internet protocol addresses or use another individual’s user account or otherwise access the Event in an unauthorized manner;
- vii. launch any automated system, including, but not limited to, “robots,” “spiders,” or “offline readers,” which access the Event System;
- viii. use the Event System for commercial solicitation;
- ix. collect or harvest any personally identifiable information;
- x. make or submit any obscene, sexually explicit, racially, culturally or ethnically offensive, harmful, harassing, intimidating, threatening, hateful, discriminatory, or otherwise offensive or abusive statements, comments, material or content, or access or download material from or post messages to sites hosting such statements, comments, material or content;
- xi. impersonate any other person or entity or stalk or otherwise harass any other user;
- xii. submit content that features pornographic or sexually explicit content or that describes or encourages dangerous or illegal acts or graphic or gratuitously violent content;
- xiii. invade another user’s privacy or publish another user’s personally identifiable information without such user’s consent; or

- xiv. gain or attempt to gain unauthorized access to any computer system at the Event, SCTE or any other organization;

10. Limitations of Liability. To the extent permitted by law:

- 10.1 You agree that SCTE and Landlord will not, under any circumstances, be liable for loss or damage to your goods or property.
- 10.2 You attend the Event entirely at your own risk and SCTE and Landlord are not liable, whether in contract or in tort (including negligence), to you for claims or harms arising out of or in connection with the Event attendance and SCTE and Landlord are not responsible for the performance by any Event contractor in carrying out its obligations to you or for any other act or omission of any such contractor, whether or not the contractor has been appointed as the exclusive provider of any class of goods or services to Event attendees. You acknowledge that you are aware of the contagious nature of infectious diseases (such as COVID-19) and voluntarily assume the risk that you may be exposed to or infected by an infectious disease by attending an in-person event.
- 10.3 THE EVENT ATTENDANCE AND THE EVENT ARE PROVIDED “AS IS” WITHOUT ANY WARRANTY OF ANY KIND AND SCTE DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. You acknowledge that, in entering into the Agreement, you have not relied upon any representation made by or on behalf of SCTE not expressly made in the Agreement.
- 10.4 TO THE EXTENT PERMITTED BY LAW: (i) SCTE’S TOTAL LIABILITY TO YOU FOR ALL CLAIMS OR SUITS OF ANY KIND, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY, OR OTHERWISE, FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES OF ANY KIND WHATSOEVER ARISING OUT OF, RESULTING FROM, OR RELATED TO THE PERFORMANCE OR BREACH OF THE AGREEMENT WILL, UNDER NO CIRCUMSTANCES, EXCEED THE AMOUNT PAID BY YOU TO SCTE PURSUANT TO THE AGREEMENT; and (ii) SCTE SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSSES, DAMAGES, COSTS, OR EXPENSES WHATSOEVER. ANY ACTION BY OR AGAINST SCTE ARISING OUT OF, RESULTING FROM, OR RELATED TO THE PERFORMANCE OR BREACH OF THE AGREEMENT SHALL BE FILED NOT LATER THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

11. Miscellaneous.

- 11.1 The Agreement constitutes the sole and entire agreement between the Parties with respect to the matters set forth herein and related hereto and supersedes and incorporates any and all prior oral and/or written statements and representations on such matters by either of the Parties.
- 11.2 You may not assign, transfer, or delegate the Agreement without the prior written consent of SCTE. SCTE may freely assign the Agreement.
- 11.3 SCTE may revise or update these T&Cs from time to time as reasonably necessary to promote the best interests of the Event and Event attendees, without prior written notice to you. All amendments shall automatically be effective immediately when published on the SCTE

website or otherwise made available to you. You agree that it is your responsibility to consult the SCTE website to obtain the then-current T&Cs. Your continued use of Event-related services, or performance under the Agreement, constitutes your acceptance of the then current T&Cs.

11.4 Should a court or arbitration tribunal of competent jurisdiction declare any portion of the Agreement invalid or unenforceable, the remaining portions of the Agreement not invalidated shall govern and bind the Parties and be construed as if the invalidated portions were not originally included in the Agreement.

11.5 All disputes arising out of the Agreement that are not disposed of by agreement between the Parties hereto will be decided solely by arbitration proceedings under the Rules and Procedures of the American Arbitration Association and such arbitration shall be held in the State of Pennsylvania, to the fullest extent permitted under applicable law. The Parties agree that any decision rendered by the arbitrator as provided herein shall be binding on both Parties as though issued by a court that would otherwise have jurisdiction over such issues. The Parties agree that the Agreement shall be governed by and interpreted and construed in accordance with the internal substantive laws of the State of Pennsylvania without regard to its conflicts of laws rules or principles. THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO BRING ANY ACTION, LAWSUIT, OR PROCEEDING AS A CLASS OR COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR ANY OTHER PROCEEDING IN WHICH ANY PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY.

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