

TECTONIC

Tectonic 2025 Terms and Conditions of Attendance and Participation

These are the terms (the “**Agreement**”) governing your attendance at and participation in Tectonic 2025 (the “**Summit**”). By registering for the Summit, you agree to these terms, which form a binding legal contract between Tectonic, Inc. (along with its affiliates, “**Tectonic**”) and the registered attendee or participant (“**Attendee**” or “**you**”). You may only register on behalf of another individual if you have legal authority to do so, and it is your responsibility to ensure the Attendee is aware of these terms and accepts them.

1. Attendee Requirements.

1.1. Admittance. Your registration entitles you to admittance to the Summit based on your particular registration tier. Any and all other costs associated with your attendance (including, without limitation, travel and accommodation expenses) shall be borne solely by you, and Tectonic shall have no liability for such costs.

1.2. Registration Requirements. Once you have completed your registration, you will receive your registration confirmation by email. Please ensure that your valid email address is entered correctly on the registration form. Be sure to check your junk email box in case any of your Tectonic email(s) are caught by spam filters. You will receive essential information for registered Attendees electronically at the email address you provide on the registration form.

1.3. Use of Likeness. By attending the Summit, you acknowledge and agree to grant Tectonic the right at the Summit to record, film, photograph, or capture your likeness in any media now available or hereafter developed, and to distribute, broadcast, use, or otherwise globally to disseminate, in perpetuity, such media without any further approval from you or any payment to you. This grant to Tectonic includes, but is not limited to, the right to edit such media, the right to use the media alone or together with other information, and the right to allow others to use or disseminate the media.

1.4. Summit Content. You acknowledge and agree that Tectonic, in its sole discretion, reserves the right to change any and all aspects of the Summit, including but not limited to, the Summit name, themes, content, program, speakers, performers, hosts, moderators, venue, and time.

1.5. Age Requirements. No one under the age of 21 will be served alcohol during the Summit.

1.6. Photo Identification. All Attendees must be prepared to provide a government-issued photo ID, if attending in affiliation with a business entity, valid documentation proving their affiliation with such entity name appearing on their registration (pay stub, business card, etc.).

1.7. Attendee Badge Usage. Attendee badges must be worn at all times in Summit areas, as designated.

1.8. Visa Requirements. It is the sole responsibility of the Attendee to take care of any government visa requirements. Attendees who require an entry visa should allow sufficient time for the application procedure. Attendees should contact the nearest embassy or consulate to determine the appropriate timing of their visa applications. Tectonic will not contact embassies and consulates on behalf of visa applicants. Attendees may contact events@arkaeamedia.com to obtain an invitation letter to the Summit after they have registered for the Summit. Failure to obtain a visa in advance of the Summit does not constitute a valid basis for obtaining a refund.

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2. Prohibited Conduct.

2.1. Limitations on Use. By registering for a Summit pass, you agree not to sell, trade, transfer, or share your badge. In the instance that Tectonic determines that you have violated this policy, Tectonic may cancel your badge(s), report you to law enforcement authorities, and ban you from future Tectonic events.

2.2. Disruptive Conduct. You acknowledge and agree that Tectonic reserves the right to remove you from the Summit if Tectonic, in its sole discretion, determines that your presence or behavior create a disruption, or hinder the Summit or the enjoyment of the Summit by other Attendees. All Tectonic badges are the property of Tectonic and must be returned to Tectonic upon request.

2.3. Badge Misuse. Attendees wearing badges from previous Tectonic Summits, or counterfeit or otherwise falsified badges and/or sharing or swapping badges, will be immediately removed from the Summit and banned from future Summits. Tectonic considers such conduct theft of service, trespassing, and fraud, and will report violators to law enforcement authorities, as necessary. If such conduct is discovered after any Summit, violators will be invoiced according to on-site registration pricing and will be required to pay their invoice(s) in full in order to avoid being reported to law enforcement authorities.

2.4. Suitcasing. "Suitcasing" refers to the practice of attending a trade show but "working the aisles" from a suitcase or briefcase, soliciting business from other attendees and exhibitors. For the good of the Summit and the exhibitors supporting the Summit, the only legitimate place to conduct business during show hours is within a contracted exhibit space on the show floor. Exhibiting companies are encouraged to protect their investment and report any violations to Tectonic management. Attendees observed soliciting business in the aisles or other public spaces, or in another company's booth, will be removed from the Summit and may be banned from future events in Tectonic's sole discretion. If you witness this practice during the Summit, please immediately report the offense to Summit management.

2.5. Photography, Recording, Live Streaming, and Videotaping. Attendees may not record, stream or otherwise broadcast audio or video of sessions at Tectonic events. Tectonic allows cameras on the exhibit floor. Attendees may take pictures within the exhibit floor for purposes of company or annual reports, company media pieces, marketing materials, etc. Attendees are responsible for compliance with all applicable intellectual property, privacy and publicity laws, rules, and regulations. Attendees observed recording sessions in any content room or area will be removed from the Summit and may be banned from future events at Tectonic's sole discretion.

2.6. Unethical/Non-Compliant Marketing. Tectonic reserves the right to deny admission to anyone who engages in or is reputed to engage in unethical or non-compliant marketing practices.

2.7. Exclusions. In addition to the requirements and prohibitions set forth in this Section 2, Tectonic may also exclude any prospective attendee from registering for or attending the Summit, in Tectonic's sole discretion. Furthermore, Tectonic reserves the right to cancel, in its sole discretion, any Attendee's registration upon refund of the admission fees paid to Tectonic, provided that Tectonic may retain all fees paid where an Attendee is rejected or ejected for violating any prohibition or requirement set forth in this Section 2.

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3. Fees.

3.1. Payment. The payment of the applicable fees for the Summit is due upon registration. If such payment is insufficient or declined for any reason, Tectonic may refuse to admit you to the Summit and shall have no liability in that regard.

3.2. Taxes. The fees may be subject to sales tax, value added tax, or other taxes and duties, which, if applicable, will be charged to you in addition to the fees.

4. Cancellation, Substitution, and Lost Badge Policy.

4.1. Cancellation Requests. Attendees may cancel their Summit registration due to events outside of their control, including, but not limited to, COVID-19-related issues, employer travel restrictions, health emergencies, and family emergencies. Refunds will be allowed for cancellations made up to 30 days prior to the event.

4.2. Badge Substitutions. Once you have received your badge onsite, it cannot be changed, substituted, or reissued to a different person.

4.3. Lost Badge Policy. If your badge is lost or misplaced, a replacement will be issued. Tectonic will not provide more than one replacement per Attendee.

5. Privacy Policy. Tectonic owns and operates Tectonic events and is committed to protecting the privacy of its attendees. Tectonic does not rent, share, or sell your contact information or other personal information to any third parties outside of Tectonic Events. Attendees who opt-in to have their contact information shared via the opt-in process during registration or onsite via manual or electronic means are willingly sharing their contact information with Summit sponsors. Attendees from the European Union and the State of California who opt-in to have their contact information shared with Summit attendees do so willingly and expressly agree to do so.

6. Intellectual Property.

6.1. Tectonic Rights. All intellectual property rights in and to the Summit, the Summit content, and all materials distributed at or in connection with the Summit are owned by Tectonic or the Summit sponsors in partnership with Tectonic, Inc. ("**Sponsors**") or speakers presenting at the Summit as designated by Tectonic, Inc. ("**Speakers**").

6.2. Attendee Restrictions. You may not use or reproduce or allow anyone to use or reproduce any trademarks (including without limitation to "Tectonic" and "Tectonic") or other trade names appearing at the Summit, in any Summit content or in any materials distributed at or in connection with the Summit for any reason without the prior written permission of Tectonic. For the avoidance of doubt, nothing in this Agreement shall be deemed to vest in you any legal or beneficial right in or to any trademarks or other intellectual property rights owned or used under license by Tectonic or any of its affiliates; nor does this Agreement grant to you any right or license to any other intellectual property rights of Tectonic or its affiliates, all of which shall at all times remain the exclusive property of Tectonic and its affiliates.

7. Indemnification. Attendees agree to indemnify, defend, and hold Tectonic harmless from any breach or violation of the requirements and prohibitions set forth in these Terms.

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8. Disclaimer of Warranties, Limitation of Liability

8.1. Disclaimers. EXCEPT TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, Tectonic DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, CONCERNING OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, USAGE OF TRADE, ACCURACY, TIMELINESS, OR CUSTOM OF DEALING. Tectonic gives no warranties in respect of any aspect of the Summit or any materials related thereto or offered at the Summit. Tectonic does not independently verify the truthfulness, accuracy, or completeness of any data or content presented or showcased at the Summit, and is not responsible for the fraud, misrepresentation, negligence, or misconduct of or by Sponsors, their agents, or related third parties; Speakers, their agents, or related third parties; other Attendees, their agents, or related parties; the Summit venue, its agents, or related third parties; or any other vendor or other third party. Tectonic is not responsible to any other party, including users of Tectonic, the Summit, events, or any related events or ticketing platform(s), for actions, omissions, diligence, or decisions of, by, or on behalf of Attendee or its agents.

8.2. Total Liability. Except as required by law, neither Tectonic nor its affiliates shall be liable for any direct, indirect, special, incidental, or consequential costs, damages or losses arising directly or indirectly from the Summit or other aspect related thereto or in connection with this Agreement. The maximum aggregate liability of Tectonic for any claim in any way connected with, or arising from, the Summit or this Agreement, whether in contract, tort, or otherwise (including any negligent act or omission), shall be limited to the amount paid by you to Tectonic under this Agreement.

9. Miscellaneous. Tectonic's failure to exercise any right provided for herein shall not be deemed a waiver of any further rights hereunder. Tectonic shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Tectonic's reasonable control. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by you except with Tectonic's prior written consent. This Agreement shall be governed by the laws of the State of New York and the parties shall submit to the exclusive jurisdiction of the courts sitting in New York County, New York. A party that substantially prevails in an action brought under this Agreement is entitled to recover from the other party its reasonable attorneys' fees and costs. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you acknowledge that you do not have any authority of any kind to bind Tectonic in any respect whatsoever.