

EVOLVE: The AxisCare User Conference Registration Terms & Conditions

These EVOLVE: The AxisCare User Conference Registration Terms and Conditions (the “Terms & Conditions”), set out the terms and conditions between Centex AxisCare, LLC (“AxisCare”, “Organizer”) and you (“Attendee”) when Attendee registers for any event or conference organized by Organizer (the “Event”). By registering for the Event, or by attending and/or participating in the Event, Attendee agrees to comply with these Terms & Conditions, which form a legal contract between Attendee and Organizer.

Registration

By submitting a registration for the Event, Attendee acknowledges and accepts the Terms & Conditions contained herein. If Attendee does not wish to accept the Terms & Conditions, Attendee must not register. Attendee warrants that they are age 18 or above at the time they submit registration. Attendee warrants they have provided a valid email address upon registration. Attendee agrees to inform Organizer of any changes to the registration information. Organizer reserves the right, in its sole discretion and at any time, to deny any registration request and/or cancel any registration. Following Organizer’s cancellation of Attendee’s registration for reasons other than Attendee’s breach of these Terms & Conditions or Organizer’s reasonable belief that Attendee will not abide by these Terms & Conditions, Attendee shall receive a refund of the Registration Fees less any expenses Organizer incurred that are attributable to Attendee.

Attendee Requirements

At time of the Event check-in, and any time during the Event upon Organizer’s request, Attendee must provide a valid form of photo identification that matches Attendee’s name on the registration. If applicable, Attendee must wear Organizer provided badge at all times in the Event areas. Attendee agrees not to share, sell or trade their badge onsite, or at any time.

Fees

Applicable fees are due upon registration (“Registration Fees”). If payment is insufficient or declined for any reason, Organizer may refuse to admit Attendee and shall have no resulting liability. Registration Fees may be subject to sales tax, value tax or other taxes and duties, which, if applicable, will be charged to Attendee in addition to the fees. Any and all other costs associated with attendance (including without limitation travel and/or accommodation expenses) shall be born solely by Attendee and Organizer shall have no liability for such costs.

Substitution and Cancellation Policy

All Registration Fees paid are non-cancelable and non-refundable except that, in the event Organizer postpones, cancels or relocates the Event, Attendee shall receive a credit towards or substitute registration for the rescheduled Event. If the Event is not rescheduled, Attendee shall receive a refund of the Registration Fees less any expenses Organizer incurred that are attributable to Attendee.

Event Changes and Cancellation

Attendee acknowledges and agrees that Organizer may, in its sole and unfettered discretion and at any time, without liability to Attendee, (i) change any and all aspects of the Event, including but not limited to (a) the Event name, themes, content, program, speakers, performers, hosts, moderators, conference sessions, exhibits or exhibitors; (b) the layout of the Event, the venue and/or location of the Event, and the date and time of the Event; and (ii) cancel the Event, in whole or in part, due to an event of force majeure, or for other good cause.

Prohibited Conduct

Attendee is expected to behave responsibly and treat community with respect. Organizer reserves the right, without providing a refund, to revoke the credentials of Attendee if their conduct and/or presence, in Organizer's sole discretion, is deemed inappropriate, disorderly or offensive, or hinders the enjoyment of the Event by other attendees or participants. Attendee will comply with Organizer's non-discrimination and anti-harassment policies and any additional policies as provided to Attendee or posted at the Event, including but limited to Event venue policies. Attendee will promptly report any behavior inconsistent with Organizer's non-discrimination or anti-harassment policies to Event staff. Event staff will be happy to help Attendee contact venue security or local law enforcement, provide escorts, or otherwise assist those experiencing discrimination and/or harassment. Attendee may also contact Organizer directly to report non-urgent concerns at evolve@axiscare.com.

Non-Discrimination and Anti-Harassment Policies

Organizer prohibits discrimination, harassment, and bullying against any person for any reason—including but not limited to, because of age, ancestry, color, disability or handicap, national origin, race, religion, gender, sexual or affectional orientation, gender identity, appearance, matriculation, political affiliation, marital status, veteran status, or any other characteristic protected by law. Organizer has no tolerance for discrimination, harassment, or bullying in any form at Organizer-related events. All participants are expected to adhere to these principles and respect the rights of others.

Data Privacy and Privacy Policy

Organizer is committed to data privacy and protecting Attendee's personal information. Information on how Organizer collects, processes, and uses Attendee's data is included in the AxisCare [Privacy Policy](https://axiscare.com/privacy-policy/) available at <https://axiscare.com/privacy-policy/> which is hereby incorporated into these Terms & Conditions. Attendee agrees that by submitting their email address during the Event registration process, Organizer and its event partners and/or sponsors may send Attendee event-related information and Organizer may send Attendee information regarding other Organizer events. Organizer uses the personal data Attendee provides during registration for administering Attendee's participation in the Event.

Organizer may disclose Attendee's personal data to third party service providers engaged by Organizer to assist in the conduct of the Event. Information Attendee provides when registering for or participating in an event managed or co-sponsored by parties other than or in addition to Organizer, 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, Organizer will not

disclose Attendee's personal data to any other third party without Attendee's consent except where required to do so by law.

Intellectual Property

All intellectual property rights in and to the Event, the Event content, and all materials distributed at or in connection with the Event are owned by Organizer, or the Event sponsors, exhibitors or speakers presenting at the Event. Attendee may not use or reproduce or allow anyone to use or reproduce any trademarks or other trade names appearing at the Event, any Event content or any materials distributed at or in connection with the Event, for any reason without the prior written permission of Organizer.

For the avoidance of doubt, nothing in these Terms & Conditions shall be deemed to vest in Attendee any legal or beneficial right in or to any trademarks or other intellectual property rights owned or used under license by Organizer or any of its affiliates; nor do these Terms & Conditions grant to Attendee any right or license to any other intellectual property rights of Organizer or its affiliates, all of which shall at all times remain the exclusive property of Organizer and its affiliates.

Indemnification

Attendee shall indemnify, defend, and hold harmless Organizer, its affiliates and their respective officers, directors, employees, and agents, from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees resulting from any third party action arising out of (i) any act or omission, or the negligence or willful misconduct of, Attendee or its officers, agents, employees, contractors, or other representatives; (ii) or any breach of any representation, warranty, covenant, or obligation of Attendee under these Terms & Conditions.

Disclaimer of Warranties

ATTENDEE ACKNOWLEDGES AND AGREES THAT ORGANIZER PROVIDES THE EVENT ON AN "AS-IS" BASIS. NEITHER ORGANIZER, NOR ANY OTHER PERSON ON ORGANIZER'S BEHALF, HAVE MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND ATTENDEE ACKNOWLEDGES THAT THEY HAVE NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY ORGANIZER, OR ANY OTHER PERSON ON ORGANIZER'S BEHALF.

The views, opinions, and positions expressed by the speakers, attendees, or sponsors at the Event are theirs alone and do not necessarily reflect the views, opinions, or positions of Organizer or any employee thereof. Organizer makes no representations as to accuracy, completeness, timeliness, suitability, or validity of any information presented by speakers, attendees, or sponsors at an Organizer Event and will not be liable for any errors, omissions, or delays in this information or any losses, injuries, or damages arising from its display or use.

Organizer does not endorse, and expressly disclaims all liability relating to, any of the products or services provided by speakers, attendees, or sponsors.

Limitation of Liability

EXCEPT AS REQUIRED BY LAW, IN NO EVENT SHALL ORGANIZER, ITS AFFILIATES, OR ANY OF ITS REPRESENTATIVES BE LIABLE TO ATTENDEE OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THE EVENT OR OTHER ASPECT RELATED TO OR IN CONNECTION WITH THE EVENT OR THESE TERMS & CONDITIONS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT ORGANIZER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

IN NO EVENT SHALL ORGANIZER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE EVENT AND THESE TERMS & CONDITIONS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNT PAID BY ATTENDEE TO THE ORGANIZER PURSUANT TO THESE TERMS & CONDITIONS IN THE SIX-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Liability Waiver & Release

Attendee hereby fully and forever releases and discharges the Organizer from, and expressly waives, any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, that may arise from Attendee's participation in or connection with the Event. Attendee agrees not to make or bring any such claim or demand against the Organizer, and fully and forever release and discharge the Organizer from liability under such claims or demands.

ATTENDEE UNDERSTANDS THAT THIS RELEASE DISCHARGES THE ORGANIZER FROM ANY LIABILITY OR CLAIM THAT ATTENDEE MAY HAVE AGAINST THE ORGANIZER WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, OR PROPERTY LOSS THAT MAY RESULT FROM THE EVENT, WHETHER CAUSED BY THE NEGLIGENCE OF THE ORGANIZATION OR OTHERWISE.

Attendee understands that any of Attendee's personal property present at the Event is there at Attendee's own expense and risk. Organizer does not take any responsibility for the security or insurance of Attendee's property.

Invited Speakers

If Attendee agrees to speak at an Organizer sponsored event, Attendee grants Organizer permission to share Attendee's contact information, biographical information, and photograph with event attendees. Organizer may post on the respective Event website, information such as Attendee's name, employer, physical work address, work email address, as well as a link to Attendee's company website and/or professional websites available to the public. This is so that

visitors to the Event website, including event attendees and speakers, can contact Attendee with questions and requests for more information, and to provide feedback if needed. Additionally, speakers agree, upon Organizer's request, to complete and execute a release agreement or copyright form prior to speakers' presentation.

Sharing Information with Third Parties

Event co-sponsors, exhibitors, and other third parties may directly request Attendee's personal information. It is at Attendee's discretion and option to provide information to them, and Attendee should review their privacy policies to address Attendee's particular needs and concerns about how they will treat Attendee's personal information.

If during the Event Attendee attends a session or program hosted by an exhibitor other than Organizer, Attendee understands and agrees that if they present their badge for scanning or when they provide personal data, that information will go to a non-Organizer entity and Organizer takes no responsibility for how third parties use Attendee's personal information.

Use of Photographs and Video

To comply with applicable data privacy laws, Organizer imposes certain restrictions on the use of multimedia at its events. Attendee is permitted to use hand-held cameras and/or smart phones to take photographs and capture digital images for personal, non-commercial use, provided the photography is not disruptive. Photographs may not be published, sold, reproduced, transmitted, distributed or otherwise commercially exploited in any manner whatsoever.

During the Event, Organizer and its event partners may take photos and video recordings. By attending the Event, Attendee acknowledges and agrees to grant Organizer and its event partners the right to record, film, photograph or capture Attendee's likeness in any media now available and hereafter developed and to distribute, broadcast, exploit, use or otherwise globally to disseminate, in perpetuity, such media without any further approval from Attendee or any payment to Attendee. This grant to Organizer and its event partners 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 and/or disseminate the media.

Organizer may hire professional service providers to document and display the Event experience in film, photography, audio recording and other mediums. Organizer may also use social media to: (i) post real-time photos and videos to its social media feeds; and (ii) display select submissions from those feeds on monitors throughout the event venue. Attendees and sponsors are encouraged to capture their event experiences and post their own social content from the event (text, photos, audio, video, streaming), provided it does not infringe upon the rights of any attendee, sponsor, third party, or Organizer. Such infringement would include, but is not limited to, defamation or infringement of intellectual property rights. In the event an attendee requires a release or permission to protect the rights of a third party, obtaining such a release or permission shall be the sole responsibility of the Attendee.

By attending the Event, Attendee acknowledges and agrees as follows: (a) Organizer may edit and use footage it captures at the event for marketing and promotional activities and for any other lawful purpose in the ordinary course of its business; and (b) due to the prevalence of mobile recording devices in today's world, Organizer disclaims all liability for the capture of Attendee's image in any multimedia format by other attendees at the event.

Changes to These Terms & Conditions

Organizer reserves the right to change, amend, add or remove any of the above Terms & Conditions in its sole discretion and without prior notice. Attendee understands and agrees that if Attendee attends the Event after the date on which these Terms & Conditions have changed, Attendee's attendance will be acceptance of the updated Terms & Conditions.

General

Organizer's failure to exercise any right provided for herein shall not be deemed a waiver of any further rights hereunder. Organizer shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Organizer's reasonable control. If any provision of these Terms & Conditions is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms & Conditions shall otherwise remain in full force and effect and enforceable. The Terms & Conditions are not assignable, transferable or sub-licensable by Attendee except with Organizer's prior written consent. Subject to the provisions regarding assignment, these Terms & Conditions are binding on and inures to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, and permitted successors and assigns. These Terms & Conditions shall be governed by the laws of the State of Texas and the parties shall submit to the exclusive jurisdiction of the Texas courts. A party that substantially prevails in an action brought under these Terms & Conditions is entitled to recover from the other party its reasonable attorneys' fees and costs. Both parties agree that these Terms & Conditions are 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 these Terms & Conditions, 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 these Terms & Conditions and Attendee acknowledges that they do not have any authority of any kind to bind Organizer in any respect whatsoever.