



# TERMS AND CONDITIONS

15 January 2023

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## Summary

1.1 The following terms are the standard terms and conditions that shall apply between you, the Client (“the Client”, “you” and “your”) and TRACCS Transit and Rail Inc. (“TRACCS”) which govern the relationship associated with your participation in the TRACCS event for which you are participating (the “Event”) whether your participation includes any or all of attendance, sponsorship, exhibiting, or attending (the “Participation”).

1.2 These terms together with any documents referred to in them constitute the entire agreement between you and TRACCS and supersede all prior agreements, understandings, negotiations and representations made or alleged to have been made by TRACCS, its employees, officers, directors, associate directors, or board members. Any other terms and conditions included or referenced in any additional documents issued by you or your agent will be of no force or effect.

1.3 No variations to these terms are effective unless made in writing and signed by both you and TRACCS.

## Payment

2.1 The Client acknowledges and agrees that the Client’s Participation in the Event and TRACCS facilitation of the Client’s Participation in the Event represents good and valuable consideration, in exchange for which the Client shall pay the total fees specified on the booking form together with any applicable tax.

2.2 Payment must be received in full within the earlier of (a) 14 days from the date on the booking form and (b) the date of the Event.

2.3 In the event that Client fails to make payment in full within the timeframe set out above, TRACCS shall have the option to cancel the Client’s Participation in the Event and charge the Client a cancellation fee equal to 100% of the amount owed by the Client to TRACCS. Further, all unpaid amounts shall accrue interest at a rate of 1% per month, compounded monthly (an effective annual interest rate of 12.68%).

## Parameters of Participation

3.1 TRACCS reserves the right to determine the theme, scope and content of the Event including presentations, workshops, amenities, capacity limits, exhibition locations and sizes, and may vary the Event in its discretion, acting reasonably.

3.2 TRACCS shall have the right to set parameters regarding the Client’s Participation, including, but not limited to, reviewing and approving content associated with the Participation.



## Cancellation

4.1 TRACCS reserves the right to cancel, alter the location or re-schedule the Event, where necessary for reasons beyond TRACCS's control, or where TRACCS considers it reasonably prudent to do so, including for circumstances where TRACCS considers that there is insufficient interest and participation in the Event.

4.2 The Client may cancel its Participation by notifying TRACCS in writing, in which case, a cancellation fee shall be chargeable as follows:- (a) where written notice of cancellation is received more than six (6) months prior to the start of the Event - 100% of the total fees less an administrative fee of the greater of \$25 or 1% of the total fees; (b) where written notice of cancellation is received more than three (3) months but less than six (6) months prior to the start of the Event - 50% of the total fees; (c) where written notice of cancellation is received less than one (1) month prior to the start of the Event - 10% of the total fees.

4.3 In the event of a cancellation by the Client, any refund of amounts paid to TRACCS will be refunded to the Client, less the cancellation fee, within 30 days of receipt by TRACCS of the written notice of cancellation. Where Client has cancelled without having paid fees to TRACCS equal to or greater than the cancellation fee, the balance owing to TRACCS shall be paid within 30 days of the cancellation and any unpaid cancellation fee shall accrue interest at a rate of 1% per month, compounded monthly (an effective annual interest rate of 12.68%).

4.4 In the event that TRACCS cancels the Event for its own convenience and not for reasons contemplated by Section 4.5 below, the Client will be entitled to a refund equal to the amounts paid by the Client to TRACCS in respect of its Participation in the Event.

4.5. In the event that TRACCS cancels or postpones the Event, due to circumstances beyond our control, the Client will be offered the choice of: (a) postponing its Participation to the postponed Event date, or (b) accepting a credit for future opportunities offered by TRACCS. In both cases, the payment due date will remain unchanged.

4.6 TRACCS will make reasonable effort to accommodate any special requirements that have been notified to TRACCS by the Client. However where special requests relate to the venue itself, TRACCS's obligation shall be limited to informing the owner or operator of the venue of your special requirements but cannot guarantee that such special requirements will be accommodated. Where we are unable to accommodate reasonable accommodation requests made by the Client, TRACCS will make reasonable efforts to inform the Client you in advance of the Event and, the Client shall be entitled to cancel its Participation in accordance with the terms herein.



## General

5.1 The Client may not transfer or assign any of the rights or obligations under these terms (in whole or part), including the Client's Participation without TRACCS' prior written consent. Any attempt to resell, assign or transfer without TRACCS' prior written consent will result in a termination of this agreement, at TRACCS' option, and a forfeiture of all amounts paid or owing to TRACCS, and TRACCS shall have no liability to the Client as a result thereof.

5.2 The Client agrees that TRACCS' liability to the Client pursuant to this agreement and in respect of the Client's Participation in the Event shall exclude any costs, losses, or damages incurred by the Client as a result of or related to the Client entering into this agreement or the Client's Participation, including but not limited to any loss of profits, loss of revenue, loss of opportunity, loss of reputation, property damage, personal injury, or otherwise, save and except that TRACCS shall be liable for any personal injury or property damage caused by TRACCS negligence, gross negligence, or wilful misconduct or where otherwise covered by insurance maintained by TRACCS generally or in respect of the Event.

5.3 Each of these terms shall be separate and severable and should any court, competent tribunal or authority find any of these conditions unenforceable for any reason, the remaining provisions shall be enforceable.

5.4 TRACCS is subject to the Canadian Privacy Act ("the Act"), and any personal information supplied to us as part of the registration process and/or any other interaction with us will be collected, stored and used by TRACCS, its related companies and/or affiliates in accordance with the Act. After the Event we may use this information to inform you of further events and/or services which we consider may be of interest to you. If you do not want us to continue using this information, please notify us at [unsubscribe@tracccs.ca](mailto:unsubscribe@tracccs.ca).

5.5 This agreement shall be governed by the Laws of the Province of Ontario and the federal laws of Canada, as applicable, and any disputes arising out of or related to this agreement or the Event shall be subject to the exclusive jurisdiction of the Courts of Ontario, in Toronto. Event Privacy Policy Summary We are committed to safeguarding the privacy of our website visitors, email subscribers, event participants and other stakeholders. Please see the link below to read the full privacy policy. Full Privacy Policy TRACCS Transit and Rail is in the midst of updating its privacy policy. Please visit <https://www.tracccs.ca/privacy-policy/> to read the full privacy policy. Event Data Retention Policy Duration We seek to ensure that we retain only data necessary to effectively conduct our events and work. The need to retain data varies widely with the type of data and the purpose for which it was collected