



TERMS AND CONDITIONS

10 November 2023

1. 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 governs 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. Please see below for the full terms and conditions.

2. General

2.1 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.

2.2 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.

2.3 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.

2.4 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.

2.5 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.



3. Payment

1.1 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.

1.2 Payment must be received in full within the earlier of (a) 30 days from the date on the booking form and (b) the date of the Event.

1.3 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%).

4. Cancellation Policy and Fees

4.1 Cancellation by Client: The Client may cancel their Participation in the Event subject to the following terms:

- More than 6 months prior to the Event: If the Client provides written notice of cancellation more than six (6) months before the Event's scheduled start date, the Client will be entitled to a full refund less an administrative fee equivalent to the greater of \$100 or 5% of the total fees paid.
- Between 3 to 6 months prior to the Event: If cancellation notice is received more than three (3) months but less than six (6) months prior to the Event, the Client will be entitled to a 50% refund of the total fees paid.
- 1 to 3 months prior to the Event: If cancellation notice is received more than one (1) month but less than three (3) months prior to the Event, the Client will be entitled to a 25% refund of the total fees paid.
- Less than 1 month prior to the Event: No refunds will be available for cancellations less than one (1) month prior to the Event, due to the costs incurred by TRACCS in preparation for the Event.

4.2 Cancellation by TRACCS: In the event that TRACCS must cancel the Event for reasons not described in Section 4.5 (Force Majeure), the Client will be entitled to a full refund of all fees paid within 30 days of the cancellation notice. TRACCS will not be responsible for any indirect or consequential losses incurred due to the cancellation of the Event.

4.3 Rescheduling: If the Event is rescheduled:

- Client's Inability to Attend on New Date: Clients who are unable to attend on the rescheduled date may request a full refund of the fees paid or apply the amount to a future event within 12 months of the original Event date.
- Client's Ability to Attend on New Date: Clients who are able to attend on the rescheduled date will have their Participation and all associated fees transferred to the new date with no additional charge.

4.4 Notification: All cancellations must be made in writing and received by TRACCS through the designated communication channel specified in this Agreement.

4.5 Interest on Late Payments: In the event of late payments, a more modest interest rate of 0.5% per month, compounded monthly (which is equivalent to an annual rate of approximately 6.17%), will be applied to encourage timely settlements without being punitive.



5. Interest on Unpaid Amounts

5.1 Accrual of Interest: In the event that the Client fails to make payment of the Participation fees by the due date, interest will accrue on the outstanding balance.

5.2 Interest Rate: The interest rate applied to any unpaid amounts will be at a reduced rate of 0.5% per month, compounded monthly (equivalent to an annual rate of approximately 6.17%).

5.3 Payment of Interest: The accrued interest will be calculated from the date the payment was due until the date the payment is received by TRACCS.

6. Parameters of Participation

6.1 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.

6.2 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.

7. Intellectual Property

7.1 Ownership of Intellectual Property: All intellectual property rights associated with the Event, including but not limited to any content, materials, presentations, workshops, publications, branding, trademarks, and any other intellectual property created by or on behalf of TRACCS or provided to the Client during the Event, shall remain the sole and exclusive property of TRACCS.

7.2 Use of TRACCS Intellectual Property: The Client is granted a non-exclusive, non-transferable, revocable license to use TRACCS's intellectual property solely for the purposes of participating in the Event in accordance with the terms set forth herein. Any use of TRACCS's intellectual property beyond the scope of this license is prohibited without prior written consent from TRACCS.

7.3 Prohibition of Misuse: The Client agrees not to use TRACCS's intellectual property in a manner that would infringe upon TRACCS's rights or in a manner that is misleading or may cause confusion among consumers or attendees of the Event. The Client further agrees not to challenge, directly or indirectly, TRACCS's ownership or use of the intellectual property.

7.4 Attribution: TRACCS's ownership of its intellectual property must be acknowledged by the Client in any materials where such intellectual property is used, and proper attribution must be given in accordance with TRACCS's guidelines.

7.5 Post-Event Use: Upon the conclusion of the Event, the Client shall cease use of all TRACCS's intellectual property unless otherwise agreed in writing by TRACCS.

7.6 Intellectual Property Infringement: The Client shall notify TRACCS immediately upon becoming aware of any unauthorized use or infringement of TRACCS's intellectual property by third parties. TRACCS retains the right to take any and all action it deems necessary to enforce its intellectual property rights.

7.7 Client's Intellectual Property: Any intellectual property provided by the Client for use during the Event remains the property of the Client. However, by providing such intellectual property, the Client grants TRACCS a license to use, display, and reproduce the content for the purposes of conducting the Event.



8. Accessibility and Inclusivity

8.1 Commitment to Inclusivity: TRACCS is committed to fostering an inclusive environment where diversity is recognized, respected, and fully integrated into its events and activities. TRACCS believes that diversity among its attendees and participants adds value to the Event and enriches the experience of all participants.

8.2 Accessibility for All: TRACCS pledges to ensure accessibility for all participants, including those with disabilities. TRACCS is dedicated to providing a welcoming and supportive atmosphere that accommodates the varied requirements of attendees. This commitment extends to all aspects of the Event, including but not limited to the physical layout, programming, communication, and services.

8.3 Continuous Improvement: TRACCS is dedicated to the ongoing evaluation and improvement of its inclusivity and accessibility policies. This includes regular consultations with accessibility experts and community groups to identify barriers and implement effective solutions.

8.4 Training and Awareness: TRACCS ensures that its staff and volunteers receive training on inclusivity and accessibility to better serve all participants and address any issues that may arise proactively and with sensitivity.

8.5 Reasonable Accommodations: TRACCS will make reasonable accommodations for participants with specific needs to ensure their full participation in the Event. Participants are encouraged to contact TRACCS in advance of the Event to discuss any accommodations they require.

8.6 Feedback and Grievances: TRACCS values feedback on its inclusivity and accessibility practices and provides clear channels for participants to provide feedback or raise concerns. TRACCS is committed to addressing such feedback promptly and thoughtfully.

8.7 Clear Communication: All communications from TRACCS will be designed to be clear, concise, and available in multiple formats upon request to ensure accessibility for all, including those with visual, auditory, cognitive, or motor impairments.

8.8 Venue Accessibility: TRACCS selects event venues that comply with all local accessibility laws and regulations and that strive to exceed standard requirements to provide comfort and accessibility to all attendees.

9. Event Privacy Policy

9.1 Summary:

We are committed to safeguarding the privacy of our website visitors, email subscribers, event participants, and other stakeholders. TRACCS Rail Day 2024 is designed to foster community and industry connections. To further this goal, TRACCS holds the right to own and distribute ticket holder information (including paid or complimentary ticket holders) for TRACCS marketing purposes before and after the event. This may include sharing contact information of every participant with other attendees to encourage the development of industry relationships and partnerships. It is understood that by agreeing to these terms and conditions, ticket holders are providing a legal release for their information to be included in the list distributed post-event. TRACCS assures that this information will not be sold to any third parties and will only be used in accordance with our marketing strategies to promote community engagement and future events.

Upon registration, participants will have the opportunity to opt-out of having their information shared for networking purposes. However, opting out may limit the full experience of community and partnership development opportunities offered by TRACCS Rail Day 2024.

9.2 Full Privacy Policy:

For detailed information on how we handle and safeguard your personal data, and how you can exercise your privacy rights, please read our full privacy policy at [TRACCS Privacy Policy](#).



9.3 Release of Information:

By agreeing to the terms and conditions of the TRACCS Rail Day 2024 Exhibitors Agreement, you consent to the release of booth and ticket holder information, including your own, to other event participants post-event. This release is provided under the understanding that it will enable the fostering of industry connections and networking opportunities. This consent includes the collection, use, and disclosure of your information as detailed in the Event Privacy Policy.

10 Consent Statement

By booking a ticket or a booth, you consent to sharing your information with TRACCS Rail and Transit Inc. ("TRACCS") and with any sponsor or partner of TRACCS. You also consent to TRACCS Rail and Transit Inc contacting you about this event and their other services.

