

**Inland Marine Expo Virtual Exhibit Contract, Conditions, Rules and Regulations:**

On behalf of \_\_\_\_\_ (“Exhibitor”), I agree to abide by all rules and regulations outlined in the below agreement. I understand that the Exhibitor Service Kit and direct email updates will be provided to exhibitors containing the information necessary to participate at Inland Marine Expo. The Exhibitor is responsible for the information and deadlines contained in the Exhibitor Service Kit and therefore required to meet all deadlines or may miss specific marketing or logistic opportunities. This contract is executed by Exhibitor for the benefit of The Waterways Journal, Inc. and Inland Marine Expo (hereinafter collectively “Show Management”) and hereby applies to the invoice for exhibit space in Inland Marine Expo to be held on September 29 to October 1, 2020 (hereinafter “Exposition”). The signing of this contract indicates agreement by the Exhibitor to comply with the Exposition regulations, instructions and conditions of the contract published below.

**Exposition Site and Time**

The Exposition will be held using a virtual event platform. Show Management reserves the right to make changes in the exhibit hours and dates; however, any such changes will be made known as far in advance of the Exposition as reasonably possible and exhibitors will be notified accordingly.

**Contract for Space**

Show Management has the right to approve or reject all solution and product demonstrations, virtual exhibits, or promotions to be presented at Inland Marine Expo. The Exhibit Transfer/Sales Application shall be considered a binding contract between the two parties and subject to the rules and regulations as set forth in this contract when it is submitted with full payment and accepted by Show Management. By submitting an Exhibit Booth Transfer/Sales Application, the Exhibitor releases Show Management from any and all claims or liabilities to Exhibitor, its agents, licensees, or employees that may arise or be asserted as a result of submission of an application or of participation in this Exposition.

**Set-Up and Tradeshow Hours**

Exhibitors will have reasonable time to upload images, logos, and document and video components to the virtual tradeshow platform. If an exhibitor has not uploaded any content by 5:00 p.m. on Tuesday, September 22, 2020, Show Management reserves the right to remove Exhibitor from the virtual tradeshow. No refund will be made to the original contracting Exhibitor. Show Management reserves the right to modify hours in which case all Exhibitors will be notified.

**Tradeshow Hours\***

Tuesday, September 29, 2020  
11:00 a.m. – 4:00 p.m.

Wednesday, September 30, 2020  
10:00 a.m. – 4:00 p.m.

Thursday, October 1, 2020  
10:00 a.m. – 4:00 p.m.

\* These hours are subject to change by Show Management.

**Compliance with Schedule**

Exhibit staff must be available to respond to appointment requests and chat functions during the hours when the tradeshow is open.

**Exhibitor Booth Staff**

Exhibitor is required to assign personnel to maintain booth communication during tradeshow hours. Exhibitors are provided three (3) personnel registrations per 100 sq. ft. of booth space.

**Cancellation or Reduction in Size of Exhibit Space**

In the event any Exhibitor must cancel all or part of the virtual exhibit space contracted for herein, the Exhibitor must do so in writing via certified mail, return receipt requested to Show Management. Cancellation results in no refund. This also applies to reduction in space.

**Arrangement of Exhibits**

The space provided will be as shown on the floor plan to the extent possible, but Show Management reserves the right in its sole discretion to make changes in the location, size and display limits of any booth.

**Subletting of Exhibit Space**

Exhibitors may not sublet, assign or apportion any part of the space allotted, nor represent, advertise or distribute literature for the product or services of any other firm or individual except as approved in writing by Show Management.

**Restrictions**

Show Management reserves the right to restrict or prohibit exhibits which, because of method of operation or any other reason, are objectionable or otherwise detract from or are out of keeping with the character of the Exposition as a whole. Show Management may request removal or discontinuance of any exhibitor or promotion which, if continued, departs substantially from exhibitor’s pre-approved description. In the event of such restrictions, prohibitions or removal, Show Management may, where it deems appropriate in its sole discretion, refund the Exhibitor Space Rental Fee. In no event shall Show Management be liable to the Exhibitor as a result of any restrictions, prohibitions or removal of any exhibit or promotion of Exhibitor.

## Marketing and Communications

Exhibitors and sponsors are not authorized to send email blasts to attendees without prior written approval from Show Management team. Unauthorized usage of any provided attendee list will result in removal from the virtual tradeshow without refund.

## Terms of Service and Privacy Policy

Exhibitor agrees to accept the Terms of Service and Privacy Policy of Show Management as indicated below.

### A. Terms of Service:

#### 1. Terms

The Inland Marine Expo (IMX) website (<https://inlandmarineexpo.com>) is owned and operated by The Waterways Journal, Inc. By accessing the website at <https://inlandmarineexpo.com/>, you are agreeing to be bound by these terms of service, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in this website are protected by applicable copyright and trademark law.

#### 2. Use License

Permission is granted to temporarily download one copy of the materials (information or software) on The Waterways Journal, Inc.'s website for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license, you may not:

- modify or copy the materials;
- use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
- attempt to decompile or reverse engineer any software contained on The Waterways Journal, Inc.'s website;
- remove any copyright or other proprietary notations from the materials; or
- transfer the materials to another person or "mirror" the materials on any other server.
- This license shall automatically terminate if you violate any of these restrictions and may be terminated by The Waterways Journal, Inc. at any time. Upon terminating your viewing of these materials or upon the termination of this
- license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

#### 3. Disclaimer

The materials on The Waterways Journal, Inc.'s website are provided on an 'as is' basis. The Waterways Journal, Inc. makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights.

Further, The Waterways Journal, Inc. does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its website or otherwise relating to such materials or on any sites linked to this site.

#### 4. Limitations

In no event shall The Waterways Journal, Inc. or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the materials on The Waterways Journal, Inc.'s website, even if The Waterways Journal, Inc. or a The Waterways Journal, Inc. authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

#### 5. Accuracy of materials

The materials appearing on The Waterways Journal, Inc.'s website could include technical, typographical, or photographic errors. The Waterways Journal, Inc. does not warrant that any of the materials on its website are accurate, complete or current. The Waterways Journal, Inc. may make changes to the materials contained on its website at any time without notice. However The Waterways Journal, Inc. does not make any commitment to update the materials.

#### 6. Links

The Waterways Journal, Inc. has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by The Waterways Journal, Inc. of the site. Use of any such linked website is at the user's own risk.

#### 7. Modifications

The Waterways Journal, Inc. may revise these terms of service for its website at any time without notice. By using this website you are agreeing to be bound by the then current version of these terms of service.

#### 8. Governing Law

These terms and conditions are governed by and construed in accordance with the laws of Saint Louis, Missouri and you irrevocably submit to the exclusive jurisdiction of the courts in that State or location.

### B. Privacy Policy

The Waterways Journal, Inc. owns and operates the Inland Marine Expo (IMX) website (<https://inlandmarineexpo.com>).

The Waterways Journal, Inc. ("Waterways Journal," "we," or "us") is committed to bringing you information tailored to your individual needs. This Privacy Policy describes how we collect, use, and disclose information through the websites, mobile applications, and other online services and products that link to or post this Privacy Policy, and when you access our Subscriptions (whether through our Services or third party services) (collectively, the "Services")

Please read the entire Privacy Policy before using our Services. By using the Services, you consent to the terms of this Privacy Policy and our Terms of Service.

#### Personal Information We Collect Information You Provide.

We may collect information you provide directly via the Services. We may ask you for some or all of the following types of information when you register with our Services, access various content or features, create or renew a subscription, submit comments and other content, order products ("Order Information."), or directly contact us with questions or feedback:

Contact information, such as

- name, e-mail address, postal address, and telephone number;
- User name, display name, and password;
- Demographic information, such as age information and gender;
- Payment information, such as credit card number and expiration date;
- Communications preferences;
- Search queries;
- Stories, comments, photos, and other information posted in our interactive online features;
- Correspondence and other information that you send to us; and

• Additional information as otherwise described to you at the point of collection or pursuant to your consent. The information you provide may include Personal Information. "Personal Information" is information that identifies you personally (whether alone or in combination). Personal Information once "de-identified" is not subject to this Privacy Policy and we may treat it as non-Personal Information and use it without obligation to you except as prohibited by applicable law.

#### Information Automatically Collected.

When you visit The Waterways Journal, Inc. ("Site"), we automatically collect certain information about your device, including information about your web browser, IP address, time zone, and some of the cookies that are installed on your device. Additionally, as you browse the Site, we collect information about the individual web pages or products that you view, what websites or search terms referred you to the Site, and information about how you interact with the Site. We refer to this automatically-collected information as "Device Information."

We collect Device Information using the following technologies:

"Cookies" are data files that are placed on your device or computer and often include an anonymous unique identifier. For more information about cookies, and how to disable cookies, visit <http://www.allaboutcookies.org>.

"Log files" track actions occurring on the Site, and collect data including your IP address, browser type, Internet service provider, referring/exit pages, and date/time stamps.

"Web beacons," "tags," and "pixels" are electronic files used to record information about how you browse the

Site.

Except to the extent required by applicable law, The Waterways Journal, Inc., does not consider Device Information to be Personal Information. However, Device Information may be combined with your Personal Information. To the extent that we combine Device Information with your Personal Information, we will treat the combined information as Personal Information under this Privacy Policy.

We may obtain information about you from other sources, including service providers and third party services, and combine such information with information we have collected about you. To the extent we combine such third party sourced information with Personal Information we have collected about you on the services, we will treat the combined information as Personal Information under this Privacy Policy. We are not responsible for the accuracy of any information provided by third parties or third party policies or practices.

#### How Do We Use Your Personal Information?

We use the Order Information that we collect generally to fulfill any subscription orders or store orders placed through the Site (including processing your payment information, arranging for shipping, and providing you with invoices and/or order confirmations). Additionally, we use this Order Information to:

- Communicate with you;
- Provide you with the products, promotions, services, newsletters, and information you request and respond to correspondence that we receive from you;
- Screen our orders and subscription requests for potential risk or fraud;
- Customize and personalize your use of the Services;
- Contact you via email and otherwise about products, services, and events that we think might be of interest to you;
- Contact you with surveys, legal notices, and other information that may be relevant to your use of the Services;
- Maintain or administer the Services, perform business analyses, or for other internal purposes to improve the quality of our business, the Services, and other products and services we offer;
- Publish stories, comments, and other information posted in our interactive online features;
- Process employment applications and inquiries;
- Create articles and other content;
- Detect, investigate, and prevent activities that may violate our policies or may be fraudulent or illegal;
- Deliver advertising, including interest-based advertising, to show you relevant ads both on our Services and elsewhere, and measure the effectiveness and reach of ads; and
- As otherwise described to you at the point of collection or pursuant to your consent.

We use the Device Information that we collect to help us screen for potential risk and fraud (in particular, your IP address), and more generally to improve and optimize our Site (for example, by generating analytics about how our customers browse and interact with the Site, and to assess the success of our marketing and advertising campaigns).

#### Sharing Your Personal Information

We may share select Personal Information with some affiliates related to the virtual event.

We use Google Analytics to help us understand how our customers use the Site—you can read more about how Google uses your Personal Information here:

<https://www.google.com/intl/en/policies/privacy/>. You

can also opt-out of Google Analytics here:

<https://tools.google.com/dlpage/gaoptout>.

Finally, we may also share your Personal Information to comply with applicable laws and regulations, to respond to a subpoena, search warrant or other lawful request for information we receive, or to otherwise protect our rights. Personal Information may be used for marketing or remarketing purposes in accordance with the terms set forth in this privacy policy and our terms of service along with your Privacy Policy choices.

#### Behavioral Advertising

As described above, we use your Personal Information to provide you with targeted advertisements or marketing communications we believe may be of interest to you. For more information about how targeted advertising works, you can visit the Network Advertising Initiative's ("NAI") educational page at

<http://www.networkadvertising.org/understanding-online-advertising/how-does-it-work>.

You can opt out of targeted advertising by:

Facebook: <https://www.facebook.com/settings/?tab=ads>  
Google:

<https://www.google.com/settings/ads/anonymous>

Bing: <https://advertise.bingads.microsoft.com/en-us/resources/policies/personalized-ads>

HubSpot: <https://legal.hubspot.com/privacy-policy>

Additionally, you can opt out of some of these services by visiting the Digital Advertising Alliance's opt-out portal at: <http://optout.aboutads.info/>.

#### Do Not Track

Please note that we do not alter our Site's data collection and use practices when we see a Do Not Track signal from your browser.

#### Your E.U. Rights

If you are a European resident, you have the right to access personal information we hold about you and to ask that your personal information be corrected, updated, or deleted. If you would like to exercise this right, please contact us through the contact information below.

Additionally, if you are a European resident we note that we are processing your information in order to fulfill contracts we might have with you (for example if you make an order through the Site), or otherwise to pursue our legitimate business interests listed above. Additionally, please note that your information will be transferred

outside of Europe, including to Canada and the United States.

#### Data Retention

When you place an order through the Site, we will maintain your Order Information for our records unless and until you ask us to delete this information.

#### Minors

The Site is not intended for individuals under the age of 13.

#### Changes

We may update this privacy policy from time to time in order to reflect, for example, changes to our practices or for other operational, legal or regulatory reasons.

Your continued use of the site after any modification to the Privacy Policy will constitute your acceptance of the new terms and conditions.

#### Contact Us

For more information about our privacy practices, if you have questions, or if you would like to make a complaint, please contact us by e-mail at [info@wjinc.net](mailto:info@wjinc.net) or by mail using the details provided below:

The Waterways Journal, Inc.

Attn: Privacy Representative

319 N. 4th St., Suite 650

St. Louis, MO 63102

(314) 241-7354

[info@wjinc.net](mailto:info@wjinc.net)

#### Raffles/Drawings

Drawings, game of chance and raffles may be allowed in the exhibit hall. Exhibitors must abide by all Missouri State Statutes regarding various drawings, games of chance and raffles.

#### ADA

All Exhibitors shall be responsible for compliance with the Americans with Disabilities Act. The Exhibitor shall hold Show Management and its directors, officers, employees, subcontractors, agents and representatives harmless from any consequences of Exhibitor's failure in this regard. For more information on the Americans with Disabilities Act and how to make your exhibit accessible to persons with disabilities, please contact:

U.S. Department of Justice

ADA, Civil Rights Division

Disability Rights Section – NYAV950

Pennsylvania Avenue, NW

Washington, D.C. 20530

Phone: 800.514.0301 (voice) / 800.514.0383 (TTY)

Web site: [www.usdoj.gov/crt/ada/adahom1.htm](http://www.usdoj.gov/crt/ada/adahom1.htm)

#### Performance of Music and Licenses

Exhibitors and vendors are responsible for individual ASCAP/BMI music licensing fees if applicable. Vendors and exhibitors hereby represent that they have, or shall have by the time of the event, obtained all required licenses for the live or recorded performance of music. Exhibitors

and/or vendors shall indemnify and hold harmless Show Management, its directors, officers, employees, subcontractors, agents and representatives from and against all claims, costs (including reasonable attorney's fees), expenses and liabilities arising from breach of the foregoing representations.

**Conduct of Exhibitor's Employees**

Exhibitor's employees whether full, part-time or temporary personnel hired by the exhibitor, shall conduct themselves in an ethical manner at all times. Solicitation of employment to any of the attendees or any exhibitor personnel is strictly prohibited and considered unethical and shall result in serious penalties and/or loss of privilege to exhibit in or attend future events. Show Management may also ask any persons deemed, in Show Management's opinion, to be acting in an obstructive manner to leave the virtual tradeshow.

**No Recruiting**

Advertising for employees or written recruiting literature is not allowed. Recruiting in any form is strictly prohibited. Anyone who violates this policy will not be allowed to participate in Inland Marine Expo the following year. Any company or individual found recruiting will be expelled from the event immediately and will lose any future opportunities to attend and exhibit at Inland Marine Expo.

\_\_\_\_\_  
Authorized Exhibit Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date