

OMDC Terms and Conditions

By registering for or by attending the Event, receiving the Event materials ("Event Materials"), or hearing speaker comments, and in consideration for the privilege of participating in the Event, the delegate ("Delegate") and delegate's employer ("Employer") agree to be bound by these Terms and Conditions (the "Agreement"). This Agreement may not be modified except by express written agreement signed by the parties. This Agreement is in addition to any written agreement between the parties governing subscription to IHS Markit's services or products.

EVENT PARTICIPATION; CANCELLATION; REFUNDS; SUBSTITUTION: Delegate participation in the Event is at the sole discretion of IHS Markit. IHS Markit reserves the right to terminate this Agreement or to vary, postpone, or cancel the Event at any time and for any reason. Speakers and/or topics were confirmed at the time of publishing, however, circumstances beyond the control of the organizers may necessitate substitutions, alterations or cancellations of the speakers and/or topics. As such, IHS Markit reserves the right to alter or modify the advertised speakers or topics. IHS Markit may terminate this Agreement for cause if a Delegate or Employer breaches these terms and conditions. If IHS Markit terminates this Agreement (except for cause) or cancels the Event, Delegate or Employer will be entitled to receive a letter of credit for a future IHS Markit OMDC event to be used within one calendar year of the Event. IHS Markit accepts no other liability for the Event not taking place and is not liable for any costs, losses or expenses as a result of the cancellation, change in date, or modification of the Event.

Provided that IHS Markit has not cancelled the Event, no refunds will be provided for Delegates who cannot, or do not, attend the Event. Event seats may be transferred to a substitute colleague within Employer's organization, provided that IHS Markit is notified of, and approves in writing, the substitution forty eight (48) hours prior to the start of the Event. IHS Markit reserves the right to refuse attendance to the Event to substitutions who have not been expressly authorized by IHS Markit. Delegate and Employer agree that no badge swapping is allowed, and only the Delegate may have access to the Event and must provide proof of identity if requested.

PAYMENTS; TAXES: Delegate and Employer shall be jointly and severally liable for (i) payment of all fees due to IHS Markit: (a) within 30 days from the date of the invoice, or (b) if invoiced within thirty (30) days of the Event, immediately, (ii) interest on past due sums at the lesser of the maximum legally chargeable interest rate or 18% per annum, and (iii) any and all applicable value-added or other taxes. If a Delegate requests permission to make registration payment via bank transfer, Delegate shall be liable to IHS Markit for any bank fees charged to IHS Markit for the bank transfer.

ACKNOWLEDGMENT; CONSENT TO USE NAME AND LIKENESS: IHS Markit reserves the right to acknowledge Delegate and Employer at the Event. Delegates who participate in the Event shall, as a condition of and in consideration for participation, be deemed to consent to IHS Markit ownership of all rights in and to his or her appearance or other involvement therein, including being listed in the public delegate list for the Event. IHS Markit shall have the right, and may permit a third parties who is providing services to IHS Markit, to reproduce and otherwise use any such person's name, voice, likeness, photograph, and other pictures or video of the Event, including but not limited to live streaming and video made available after the Event.

COMPLIANCE; NO UNAUTHORIZED EVENTS: Delegate and Employer agree to comply with all applicable conventions, laws, rules, and regulations incident to any or all of the activities contemplated by this Agreement, including without limitation anti-corruption, anti-bribery, anti-boycott, antitrust, and export control laws and regulations. Delegate and Employer further agree to comply with and be bound by all rules and regulations applicable to the premises on which the Event is held. Delegate and Employer agree not to distribute or display any marketing materials or logos, or host any unsanctioned hospitality suites, receptions, or similar private events without the prior written consent of IHS Markit.

EVENT MATERIALS: Delegate and Employer agree that the Event Materials and information conveyed during the Event are confidential, copyrighted, and proprietary to IHS Markit or a third party. Delegate and Employer shall not use the Event Materials or information conveyed during the Event except pursuant to a nonexclusive, nontransferable right and license hereby granted by IHS Markit solely for Employer's internal business purposes, and not for sale, sublicense, or other disclosure, distribution, or republication to or for a third party. Delegate and Employer agree not to remove any copyright, trademark, or other proprietary notices of IHS Markit or any third party contained in the Event Materials. Employer and Delegate assume all liability associated with any misuse of the Event Materials.

NO WARRANTIES; LIMITATION OF LIABILITY: ALL EVENT MATERIALS ARE PROVIDED "AS IS." IHS MARKIT DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. IN NO EVENT SHALL IHS MARKIT OR ITS REPRESENTATIVES, AGENTS, PRESENTERS, SPEAKERS OR CONTRACTORS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, LOSS OF PROFIT, LOSS OF ROYALTIES, LOSS OF DATA, PUNITIVE, OR OTHER CONSEQUENTIAL DAMAGES.

IHS Markit's total aggregate liability shall not exceed the fees paid by Delegate or Employer hereunder.

RELEASE; INDEMNIFICATION: Delegate and Employer hereby fully and forever release, discharge, hold harmless and defend IHS Markit and its employees, directors, officers, affiliates, representatives, and agents, and their respective successors and assigns (the "Released Parties"), from and against any and all liabilities, losses, claims, demands, litigation, damages and judgments, present or future, known or unknown, foreseen or unforeseen, valid or invalid, direct or consequential, together with reasonable costs and attorneys' fees, which result directly or indirectly from any injuries, illness, disability, death or other harm (the "Claims") to Delegate or Employer (including Employer's directors, officers, affiliates, representatives, agents) or their respective successors and assigns or their respective property, that any of such parties may, in any manner and from whatever, sustain in connection with the Event. Delegate and Employer further indemnify the Released Parties against any and all Claims brought by a third-party and related in any way to the acts or omissions of Delegate or Employer at, or in connection with, the Event.

FORCE MAJEURE: If the performance of any obligation under this Agreement, except the making of payments, is prevented or interfered with by a force majeure (i.e., any act or condition whatsoever beyond the reasonable control of and not occasioned by the fault or negligence of the affected party, including, without limitation, acts of God, acts of terrorism, acts of nature, acts of a government, fires, floods, wars, or other catastrophes, or labor disturbances), the party so affected shall be excused from such performance.

GOVERNING LAW: This Agreement shall be governed by and construed according to the laws of the State of New York, USA without regard to its choice of law provisions and each party shall submit to the exclusive jurisdiction of the New York Courts.

PRIVACY: IHS Markit may contact Delegate and Employer with details of programs and services that may be of interest, and such contact may involve sharing Delegate and Employer data with IHS Markit affiliates and subsidiaries. For more information related to how IHS Markit collects and processes personal information, please visit <http://www.ihs.com/pi-privacy-policy.aspx>. If you do not want to be listed in the public delegate list for the Event, receive details of programs or services, or want Delegate or Employer data shared with IHS Markit affiliates or subsidiaries, you may opt out of these services in whole or in part by emailing privacy@ihsmatkit.com. IHS Markit may share Delegate contact information with Event Sponsors and/or Partners who may contact Delegate with details of programs or events occurring during the Event that may be of interest or to schedule meetings. If you do not want Delegate or Employer contact information shared with Event Sponsors and/or Partners or do not want to be contacted by them you may opt out of these services in whole or part by emailing privacy@ihsmarkit.com.

MISCELLANEOUS: The parties are independent contractors and nothing in this Agreement will be construed to create a partnership, joint venture or employment relationship between the parties. If any provision of this Agreement is found invalid or unenforceable by an arbitrator or a court of competent jurisdiction, the remaining portions will remain in full force and effect. No failure or delay by either party to exercise any right hereunder at any time operates as a waiver of such right at any future time. No term of this Agreement is intended to confer a benefit on or to be enforceable by, any person who is not a party to this Agreement. This Agreement sets forth the entire agreement between the parties and supersedes any and all prior proposals, agreements, or communications, written or oral, with respect to the subject matter hereof. Nothing contained in any Employer-issued purchase order, terms and conditions, or invoice will in any way modify or add any additional terms and conditions to this Agreement.