

## **KWRI EVENT PARTICIPANT GENERAL TERMS AND CONDITIONS**

Please read these Terms and Conditions (the Agreement) carefully. This Agreement is between you and Keller Williams Realty, Inc. ("KWRI" "we" or "us").

KWRI reserves the right to amend, alter, or modify the terms of this Agreement at any time. When you register for either a digital or in-person event (Event), by clicking, or tapping any button or box marked "accept," "agree" or "OK" (or a similar term), or purchasing a membership, you agree to be bound by the terms of this Agreement and any changes to it. References to "you" and "your" in this Agreement mean you and/or the organization you represent.

Your admission, attendance, and participation at the Event is subject to your compliance with the terms of this Agreement. If KWRI believes in its sole, unrestricted discretion that you have violated these terms, KWRI may terminate your admission and access to the Event without any refund or other liability of any kind.

**THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION THAT, AS DESCRIBED BELOW, REQUIRES USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN BY JURY TRIALS OR ANY OTHER COURT PROCEEDINGS, OR CLASS ACTIONS OR CLASS ARBITRATIONS.**

### **Use of Likeness, RFID, Browsing.**

I grant KWRI permission to interview me during the event and use my likeness in photographs or videos in any KWRI publications or media (including websites), whether now known or hereafter existing, in perpetuity. I will make no monetary or other claim against KWRI for such use. KWRI may use the photographs or videos with or without accompanying text identifying me by name. I waive the right to inspect or approve the finished product in which my interview or likeness appears.

KWRI may provide attendees with smart badges (containing RFID) for certain events. In these instances, this technology will monitor attendee activity in specified locations within the event venue. By attending the event and wearing a smart badge, each attendee is providing consent to RFID tracking or facial recognition services at the event.

To enhance and enrich digital events experience, I understand and agree that KWRI may monitor or record my on-line (web browsing) activity occurring on those web sites provided to me by KWRI (or KWRI's third-party provider) for such event. I agree that KWRI may use such information for the provision of the event, additional related content, and for analytics. Such information gathering is subject to KWRI's privacy policy found at <https://www.kw.com/kw/privacypolicy>.

### **Telecommunications Equipment.**

For digital Events, you must provide at your cost and expense, any necessary telecommunications, computing equipment, subscriptions, licenses, or services that may be required to participate in the Event (Telecommunications). If your Event registration information provides Telecommunications specifications, you will be required to provide such.

### **Limitation of Liability.**

In no event will KWRI be liable to you for any direct or indirect damages (including health related injury or loss of telecommunications (including internet)), lost profits, revenues, or indirect, special, incidental, consequential, cover or punitive damages. The limitations in this section apply regardless of whether

either party has advance notice of the possibility of such damages. The foregoing disclaimer will not apply to the extent prohibited by law.

**Indemnification.**

Each Party shall defend, indemnify, and hold harmless the other party and its affiliates and their officers, directors, employees, agents, successors, and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses or whatever kind (including reasonable attorneys' fees) arising out of or resulting from a third-party claim for (a) infringement or misappropriation of any third party intellectual property or other proprietary rights in the use of the services provided under this agreement; (b) physical bodily injury, death of any person, or damage to real or tangible, personal property resulting from the party's act or omission; or (c) the party's breach of any representation, warranty, or obligation under this agreement. Indemnification claims are deemed to be direct damages for the purposes of this agreement and not subject to the Limitation of Liability provision above.

**Intellectual Property.**

You may not use intellectual property of KWRI, including but not limited to logos, data, pictures, trademarks, copyrights, or other property belonging to KWRI, which may appear on live-streamed events or other KWRI websites. You agree that you will not infringe, misappropriate, or otherwise violate any copyright, patent, trade secret, or other intellectual property right of KWRI during the Event or hereafter. Without limiting the foregoing in any way, you may not video, film, photograph, record, screenshot, or otherwise capture any part of any Event without the prior written consent of KWRI and all people whose image or voice is captured.

**Anti-Harassment.**

Harassing anyone at any Event, whether digital or in-person, is strictly prohibited. Harassment includes, but is not limited to:

- Violence, threats, and any form of inappropriate physical contact.
- Making offensive statements regarding race, religion, gender, age, sexual orientation, or physical appearance.
- Conduct perceived as intimidating or stalking.
- Unwelcome sexual attention or the display of sexually explicit content.

If you experience or witness any act of harassment, please report it to KWRI staff immediately.

**Acceptable Use and Content Standards.**

KWRI may provide you access to platforms, websites, or other services that allow you to attend Events digitally (collectively the "Platform"). Your access to the Platform is subject to your acceptance of, and compliance with, these Acceptable Use and Content Standards.

You agree not to use the Platform:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm, minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material which violates the rights of any individual or entity established in any jurisdiction (including intellectual property rights, and the rights of publicity and privacy).
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To transmit or introduce any viruses, trojan horses, worms, logic bombs, or other software or material which is malicious or technologically harmful.
- To attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Network or any server, computer, database, or other resource or element connected to the Network.
- To impersonate or attempt to impersonate KWRI, a KWRI employee, another user, or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Platform, or which, as determined by us, may harm the Company, its networks, or users of the Platform or expose them to liability.

You agree not to use the Platform to send, knowingly receive, upload, download, use, or re-use any material which:

- Contains any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promotes sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Is likely to deceive any person.
- Promotes any illegal activity, or advocates, promotes, or assists any unlawful act.
- Causes annoyance, inconvenience, or needless anxiety or is likely to upset, embarrass, alarm, or annoy any other person.
- Involves commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Gives the impression that they come from or are endorsed by us or any other person or entity, without KWRI's express written consent.

Without limiting the foregoing in any way, KWRI may remove any content you post or submit through the Platform for any reason in KWRI's unlimited discretion.

**Governing Law; Arbitration; Class Action Waiver.**

This Agreement and your activities under it, are governed solely by and shall be construed solely in

accordance with the laws of the United States and the State of Texas, U.S.A., without regard to its principles of conflicts of law regardless of your location. The parties agree that venue for any dispute lies exclusively in Travis County, Texas, provided that either party may seek to enforce a judgment in whatever jurisdiction the other party may be found.

Except for disputes that qualify for small claims court, any controversy or claim arising out of or related to this Agreement will be resolved through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury. You agree that any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. You agree that we and you are each waiving the right to trial by a jury, and you are agreeing to give up any legal right you may have to participate in a class arbitration or class action. **If you do not want to be bound by this arbitration provision, you may opt out without prejudice or penalty.** In order to opt out of this arbitration provision, you must notify us in writing that you do not want to resolve disputes with us by arbitration, and such notice should be delivered by e-mail to [legal@kw.com](mailto:legal@kw.com) or by mail to 1221 S. Mopac Expressway, Suite 110, Austin, Texas 78746, Attn: Legal Department, within thirty (30) days of the earlier of: (a) the date you attend the event; or (b) the date you click or tap any button or box marked “accept,” “agree” or “ok” (or a similar term) in connection with this Agreement (including registering your account).

Arbitrations conducted pursuant to this Agreement will be administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules and Mediation Procedures (Commercial Rules) in Travis County Texas. In the event the Commercial Rules conflict with any provision of this Agreement, the terms of this Agreement will control. A Party will initiate an arbitration under this Agreement by providing notice and a demand for arbitration to the other party according to the Commercial Rules. The parties will work together to agree on the appointment of an arbitrator within twenty (20) days of the initiation of the arbitration. If the parties cannot agree on an arbitrator, one will be appointed according to the Commercial Rules.

For arbitrations outside of California, the arbitrator shall have the authority to award attorney's fees and costs to the prevailing party if such an award is allowed under applicable law. For arbitrations within California, the arbitrator shall not have the authority to award attorney's fees and costs to a claimant who does not prevail against.

**Force Majeure.**

KWRI shall not be liable or responsible to you, nor be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any part of these Terms, when and to the extent such failure or delay is caused by or results from the follow force majeure events (“Force Majeure Events”): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of these Terms; (f) action by any governmental authority; (g) national or regional emergency including pandemics or health related events; (h) telecommunications (including internet) or (i) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the “Impacted Party”). The Impacted Party shall give notice within three (3) business days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party’s failure or delay remains uncured for a period of ten (10)

calendar days following written notice of the Force Majeure Event, the other party may thereafter terminate these Terms.

**Severability.**

If any part of these Terms shall be held or declared to be invalid, illegal or unenforceable for any reason, such provision shall be ineffective but shall not affect any other part of these Terms, and the remaining Terms will be construed as if the ineffective provision had never been included.

**Waiver.**

Failure to insist upon strict compliance with any of the provisions of these Terms shall not be deemed a waiver of any such provisions, nor shall any waiver or relinquishment of any right or power within these Terms, at any one or more times, be deemed a waiver or relinquishment of such right or power at any other time or times.

**Cancellations.**

Any digital event cancellation made one (1) day or more prior to the event start date is refundable, less a twenty percent (20%) cancellation fee. Such fee is also applicable to any registration add-ons, including but not limited to reserved seats or social passes. Any cancellations made the day of or after the Event start date are non-refundable; however, they may (at KWRI's discretion) be transferrable to another individual, in the event you find someone to attend the original Event in your place.

Any in-person event cancellation made 30 days or more prior to the event start date is refundable, less at twenty percent (20%) cancellation fee. Such fee is also applicable to any registration add-ons, including but not limited to reserved seats or social passes. Any cancellation made to an in-person ticket after January 20, 2022 is non-refundable.

KWRI reserves the right to cancel any registration at any time without issuing a refund. In the event KWRI discovers information that raises concerns regarding any attendee or if KWRI determines that an attendee's actions are unacceptable or not in keeping with KWRI's public image, values and culture, then KWRI in its sole discretion may cancel the registration without issuing a refund.

**Registration Transfers.**

Unless specifically authorized by KWRI:

- Event registrations are nontransferable to future course offerings of the same, or any other, Event.
- Registrations for individual sessions of any Event are not transferrable.
- All financial transactions regarding registration transfers or modifications are your responsibility, and KWRI assumes no responsibility for any transfer payments.
- The transfer of any Event registration to a different individual is subject to the terms of this Agreement, and all attendees are required to accept these terms as a condition of KWRI allowing them to attend any Event.

**No-Shows.**

Should a registrant fail to attend the event (no-show) for any reason, then registrant will not receive a refund for fees associated with the event.

**Schedule Changes.**

Whether digital or in-person, Event speakers, session schedules, and performances are subject to change without notice. In the event of any such change, no refund will be given to any attendee. KWRI is not responsible for any costs incurred by registrants based on such changes.

**Miscellaneous.**

Bags, purses, backpacks and persons are subject the screening by security personnel at KWRI's sole discretion.

You may not distribute any flyers, pamphlets, notices, or brochures at the event location or during any event session without the prior written consent of KWRI. Inquiries regarding such marketing opportunities must be directed to [events@kw.com](mailto:events@kw.com).

With the exception of pre-approved, non-profit/charitable fund-raising activities aligned with Keller Williams culture, KWRI does not condone the practice of reselling Event registrations above face value. In the event of a sell-out, the last available purchase price will prevail. If we discover that your registration has been sold above the purchase price plus a transfer fee, you will be excluded from returning to the event for any future dates.

**ADDITIONAL TERMS AND CONDITIONS – MASTERY CLIENTS AND MAPS COACHES**

*MAPS Mastery Clients and MAPS Coaches please direct all inquiries to: [maps@kw.com](mailto:maps@kw.com)*

As MAPS Mastery Clients (Mastery Client) and MAPS Coaches (MAPS Coach), subject to KWRI's discretion, you may receive the following benefits as long as the registration period has not closed due to unavailability (please refer to your applicable Mastery Client or MAPS Coach agreement for further details and restrictions):

**MAPS Mastery Clients.**

Mastery Clients may register for the following complementary registrations: 1 ticket to Family Reunion, 1 ticket to Spring Masterminds, 1 ticket to Mega Camp, 1 ticket to Summer Masterminds, 1 ticket to Fall Masterminds, and 1 ticket to MAPS Models. Please refer to the Mastery Client Value Proposition for specific requirements and other Mastery Privileges.

**MAPS Coaches.**

MAPS Coaches may register for the following complementary registrations: 1 ticket to Family Reunion, 1 ticket to Spring Masterminds, 1 ticket to Mega Camp, 1 ticket to Summer Masterminds, 1 ticket to Fall Masterminds, and to MAPS Models. Please refer to the MAPS Coach Value Proposition for specific requirements and other privileges.

**Complementary Registration Limitations.**

If you cancel or downgrade a Mastery membership or terminate a MAPS Coaching agreement as applicable before or during the month of the event, you are no longer eligible for any complimentary registrations and any complementary registrations that have been awarded to you will be cancelled.

Mastery Client event registrations are transferrable for a specific event only and may not be used or transferred for a future occurrence of that event. This restriction does not apply to MAPS Models events; Mastery Clients can register or use their complementary admission for any 1 MAPS Models scheduled in a calendar year.

MAPS Coach complementary admissions are non-transferrable.

Mastery Client and MAPS Coach complementary registrations may not be sold.