

Linehaul News Regional Conference ("Event") - Terms and Conditions

1. Disclaimer, Waiver and Release

As an attendee, I agree to pay in full the registration fee that is applicable to my registration category. As a condition of my attendance and/or participation in this Event, I hereby waive any claim I may have against FLM Marketing Services, LLC, its officers, directors, employees, or agents and FLM Marketing Services, LLC's affiliates, their respective officers, directors, employees, and agents (including, without limitation, any agent acting on its behalf) or against the presenters or speakers (individually and collectively, the "Released Parties"), for reliance on any information presented, and release the Released Parties from and against any and all liability for damage or injury that may arise from my participation and/or attendance at the Event. I further understand and agree that all property rights in the material presented and the name "Linehaul News Regional Conference", including common-law copyright, are expressly reserved to the presenter, speaker, or to FLM Marketing Services, LLC. This Disclaimer, Waiver and Release is specifically binding upon my heirs and assigns and is knowingly given. I agree and acknowledge that I am undertaking participation in FLM Marketing Services, LLC's events and activities as my own free and intentional act and am fully aware of the risks involved in attending public gatherings, including possible exposure (through exposure to contaminated objects, as well as through personal contact) to contagious diseases or illness (including COVID19), or physical injury might occur to me because of my attendance and/or participation in these events. I give this acknowledgment freely and knowingly that I am, as a result, able to attend and participate in FLM Marketing Services, LLC's Convention events, and I do hereby assume responsibility for my own well-being and warrant that I am abiding by state/local laws regarding health and safety.

These terms and conditions extend and apply to all unknown, unforeseen, unanticipated, and unsuspected injuries, disease or illness, damages, loss, and liability, and the consequences of them, as well as those disclosed or known to exist. I expressly waive all provisions of any state, federal, local, or territorial law or statute providing that releases will not extend to claims, demands, injuries, or damages that are unknown or unsuspected to exist at the time to the person executing the release. I agree and acknowledge if an emergency or other incident occurs in which, in the sole judgment of the Released Parties or medical personnel, I require medical treatment or care, I hereby consent to such treatment. I understand and agree that any and all medical treatment rendered to me by, or at the request of, any Released Party is not an admission of obligation to provide, or continue to provide, any such medical treatment and also is not a waiver by any Released Party of any right under these terms and conditions.

This event will be photographed, videotaped, and live-streamed. By attending and/or participating in the Event and any associated events, I consent to photography, live streaming, and video recording (including but not limited to images, photographs, voice, or likeness) and its/their release, publication, exhibition, or reproduction to be used for promotion or any other purpose by FLM Marketing Services, LLC, its affiliates and representatives without compensation. By attending and/or participating in the Event or any related events, I release the

Released Parties from any liability connected with the taking, recording, digitizing, publication production, and use of photographs, computer images, and video recordings or live streaming. I waive all rights I may have to any claims for payment or royalties in connection with any use, exhibition, streaming, webcasting, televising, or other publication of these materials, regardless of the purpose of sponsoring, exhibiting, broadcasting, webcasting, or other publication irrespective of whether a fee of admission or sponsorship is charged. I also waive any right to inspect or approve any photo, video, live streaming, or audio recording taken by FLM Marketing Services, LLC or the person, agent, or entity designated to do so by FLM Marketing Services, LLC. All media becomes the property of FLM Marketing Services, LLC upon its creation. Media may be displayed, distributed, or used by FLM Marketing Services, LLC for any purpose. I understand that if I record (whether video, audio or any other format) any of the Event, in whole or in part, I do not have the right to use any such recording for any commercial purpose without the prior written consent of FLM Marketing Services, LLC. If I furnish photographs or videos of the Event or associated events to FLM Marketing Services, LLC, I agree that FLM Marketing Services, LLC has a nonexclusive, royalty-free, worldwide, perpetual license to use, reproduce, post, display, create derivative works based upon, self-license, or sub-license my photographs or videos in any form, manner, or media now known or later invented without limitation, for any commercial or noncommercial purposes.

I understand that by registering for the Event, I provide consent: (1) to receive updates about FLM Marketing Services, LLC's events and other FLM Marketing Services, LLC offerings; and (2) to be included on the FLM Marketing Services, LLC's Event attendee list that may be posted and separately distributed to FLM Marketing Services, LLC sponsors and exhibitors for marketing purposes. I understand by registering to attend, or allowing an exhibitor or sponsor to scan my badge during the Event I am opting-in to receiving communications from that entity. I will be subject to their communications and privacy policy and must opt out with them directly if I so elect. If another individual participates in my place per FLM Marketing Services, LLC's substitution policy, the new registrant agrees to this disclaimer and waiver by default of transfer.

2. General Terms & Conditions

A. Privacy Policy. Your data privacy and security are important to us. When you register for this Event, FLM Marketing Services, LLC will process and manage your data in accordance with our legitimate interests for hosting an industry event. Inquiries related to compliance with GDPR or our privacy policy may be directed to info@linehaulnews.com.

B. Payment Policy. Full payment is due at the time of registration. These fees are refundable until 90 days prior to the first day of the Event. The registration data is subject to audit. In case of error or incorrect self-selection of member types/pricing, the "Registration Center" reserves the right to correct the error and charge the appropriate fees. If there is a discrepancy, your registration and membership records will be updated accordingly. Should you owe any additional registration fees due to the audit, you will be notified via email, and within two business days, the credit card that is on file will be charged the difference. Please note that your registration will not be complete and you will not be able to receive your badge credentials and

event materials until your full payment is received. FLM Marketing Services, LLC reserves the right to cancel unpaid or underpaid registrations (and any affiliated hotel reservations) within 30 days of registration or no later than 20 days prior to the Event, depending on the date of registration.

D. Group Payment Policy(Exhibitors and Sponsors).

Group registrant(s) opting to pay for a group of registrations by wire transfer should have the full and correct payment submitted within 30 days of the time of registration. If there is a balance due and full payment is not received within the allotted 30 days, all registrations and housing reservations connected to these unpaid or underpaid invoices will automatically be canceled and will be subject to then-current registration rates should you wish to re-register for the Event. Any bundled membership will not be processed/activated until full payment is received. For information on where to send wire, electronic funds transfers, ACH, or other payment options, please contact info@linehaulnews.com. FLM Marketing Services, LLC does not allow payment via purchase order.

E. Badge Sharing and Reprint Policy

Badge sharing, splitting, or reprints made outside of the official FLM Marketing Services, LLC registration system are strictly prohibited. Any attendee found in violation of this policy will be removed from the Event, and all related badges (including any group registrant badges) may be revoked.

F. Hotel Cancellations

Canceling your registration will not automatically cancel your housing reservation. FLM Marketing Services, LLC is not responsible for the cancellation of your hotel reservation; you must cancel any hotel reservations directly with the hotel.

G. Event Cancellation Policy

Event registration refunds are only provided under extenuating circumstances. All cancellations requests must be submitted in writing to info@linehaulnews.com before 3/31/23 and will be considered within 5 business days of receipt of request.

H. Event Substitution Policy

Substitutions are permitted. Instructions for substitutions will be sent to the proposed substitute. The substitute must register as a new attendee by completing a new registration and secure housing. In some cases, the original registrant's registration category may differ from the substitute's registration category and may result in a price difference. No full or partial refunds will be issued on registration transfers. To initiate an Event substitution or request a transfer of funds, please contact FLM Marketing Services, LLC Registration Customer Service at info@linehaulsummit.com with the following information: Registrant's name, Registrant's email address, Registrant's confirmation number, and the name, email address, and phone number of the substitute.

I. Postponement

FLM Marketing Services, LLC reserves the exclusive right to modify, postpone/reschedule or cancel programs for any reason, including but not limited to emergency, inclement weather, or other "acts of God." If there is an event cancellation, every attempt will be made to reschedule, and FLM Marketing Services, LLC has the right to transfer registration fees to the rescheduled event date. FLM Marketing Services, LLC will not be responsible for reimbursement of any participant's expenses related to an event's cancellation or postponement. If a canceled event cannot be rescheduled, FLM Marketing Services, LLC has the right to determine an equitable basis for the refund of a portion or all of the registration fees after cancellation due to consideration of circumstances and expenditures.

J. Suitcasing Policy

"Suitcasing"/soliciting is prohibited. Suitcasing is the act of soliciting business in the aisles of the exposition center, ball room, , public spaces in, around, and outside the meeting spaces, in another company's booth/table, within indoor or outdoor public spaces in any event hotel, including the hotel lobbies, foyers, or walkways to the meeting space (excluding the use of approved hospitality suites and business lounges) ("Event Spaces"). Suitcasing may also take the form of commercial activity conducted from a hotel guest room or hospitality suite, a restaurant, club, or any other public place of assembly. For the purposes of this policy, suitcasing violations may occur at venues other than the exhibitor's booth and at other events. Violations of this provision by an exhibitor, sponsor, non-exhibitor, attendee, or group will constitute a breach of contract. The violating attendee, exhibitor, sponsor, non-exhibitor, or group will immediately cease and desist unauthorized activities. Attendee will remove any equipment or materials contained in Event spaces and forfeit all payments to FLM Marketing Services, LLC pursuant to this contract. Additional fees will be charged to the violator for each violation, and the violator may be prohibited from attending any future events organized by FLM Marketing Services, LLC. Additionally, the violator will be responsible for any damages to FLM Marketing Services, LLC.

K. Intellectual Property Permissions

Speakers or companies that submit artwork, upload, or link any material (including but not limited to images, text, documents, and/or video files) to the Event website are solely responsible for the content of such material and for gaining required permissions under copyright, trademark, trade secret or other applicable law for the use of such material. By submitting any such material, the submitting speaker or company represents and agrees that it has obtained the necessary permissions referenced above.

L. Travel and Hotel Reservations

Attendees are responsible for securing their own travel, hotel accommodations and making payment for such arrangements. Cancellation of hotel reservations and/or any travel expenses incurred are the sole responsibility of each individual attendee.

M. Errors and Omissions

Neither FLM Marketing Services, LLC nor any Released Parties is responsible for errors or omissions. Schedules, speakers, and Event program content are subject to change without any prior notice.

N. . Nondiscrimination

FLM Marketing Services, LLC prohibits discrimination, harassment, and bullying against any person for any reason—for example, because of age, ancestry, color, disability or handicap, national origin, race, religion, gender, sexual or affectional orientation, gender identity, appearance, matriculation, political affiliation, marital status, veteran status, or any other characteristic protected by law.

O. Event Conduct and Safety

FLM Marketing Services, LLC is committed to providing a safe, productive, and welcoming environment to all attendees, staff, sponsors, and vendors. FLM Marketing Services, LLC has no tolerance for discrimination, harassment, or bullying in any form. Attendees, sponsors and vendors are expected to adhere to these principles and respect the rights of others. What To Do If You Witness or are Subjected to Unacceptable Behavior: Attendees, sponsors and vendors should report any behavior inconsistent with these principles to onsite Event staff. Event staff will be happy to help participants contact venue security or local law enforcement, provide escorts, or otherwise assist those experiencing harassment to feel safe for the duration of the Event. We value your attendance.

P. Acceptance

I acknowledge that I have read the above terms and conditions. By registering for and attending FLM Marketing Services, LLC's Event, I hereby agree that I accept the terms stated herein and indemnify and hold harmless the Released Parties from and against any and all claims, damages, obligations, losses, liabilities, costs or debt and expenses (including reasonable attorneys' fees) resulting from attendance and/or participation at FLM Marketing Services, LLC's Event.

Q Privacy Notice

As the majority of the costs and expenses of this Event are being paid for by sponsors, all attendees should understand that by registering to attend the Event, they are consenting to the collection and use of their contact information by FLM Marketing Services, LLC for distribution to sponsors for sales and marketing purposes. By registering, all registrants are expressing their interest and giving their consent to receive marketing materials from sponsors. If you do not want your information shared with Event sponsors, do not register for or attend the Event.