

Cell Bio Virtual 2020 - An Online ASCB|EMBO Meeting

Exhibitor Rules and Regulations

as of September 29, 2020

1. Purpose

The objective of Cell Bio Virtual 2020 - An Online ASCB|EMBO Meeting is to further the American Society for Cell Biology's (ASCB) objectives by providing a forum through exhibits and technical panels. Exhibitors are limited to firms, organizations and agencies whose exhibits are in harmony with the purpose of this Exposition. Active selling or order taking is NOT permitted.

2. Location of Exhibits

Cell Bio Virtual 2020 will be held using the official virtual meeting platform, Pathable. The meeting dates are December 2-16, 2020. The Virtual Exhibit Hall will be open December 7-11, 2020.

3. Subleasing

Exhibitor may not sublet his virtual exhibit space, nor any part thereof, nor exhibit, offer for sale, or advertise articles not manufactured or sold by the exhibiting company, except where such articles are necessary for proper demonstration or operation of the exhibitor's display, in which case identification shall be limited to the manufacturer's normal regular nameplate. Exhibitor may not permit non-exhibiting company representatives to operate from his virtual booth. Rulings of ASCB shall, in all instances, be final regarding use of virtual exhibit space.

4. Occupancy Default

Any exhibitor failing to complete virtual platform information requirements shall not be relieved of the obligation of paying the full rental charge of such virtual space. If not completed by the time set for completion of the virtual booth, such space shall be taken by ASCB and re-allocated or reassigned for such purposes or use ASCB may see fit.

5. Eligibility

The purpose of the exhibit program is to further the education of scientists working in the field of cell biology. Exhibits must be of an educational character. They must emphasize instruments, products, or services for use in teaching or research, books or other publications in scientific fields of relevance to attendees, or directly convey scientific research findings in areas of science represented by members of the ASCB. The character of the exhibits is subject to approval by the Society. ASCB reserves the right, even after a contract is received, to refuse contracts not meeting standards required or expected, as well as the right to curtail or to close exhibits or parts of exhibits that reflect unfavorably on the character of the meeting. This applies to displays, literature, advertising, novelties, souvenirs, conduct of persons, etc.

ASCB has the sole right to determine the eligibility of any company or product for inclusion in the Exposition.

6. Contract for Virtual Space

Exhibitors agree to accept and comply with the policies, rules, and regulations contained in the Exhibitor Rules and Regulations and on the Society's website, and all policies, rules, and regulations adopted after publication of the Exhibitor Rules and Regulations. The acceptance of a contract by the Society and the payment for rental charges constitute a contract.

7. Cancellation or Change of Exposition

In the event that the premises in which the Exposition is conducted should become unfit for occupancy or substantially interfered with due to any cause or causes not reasonably within the control of ASCB or its agents, the Exposition may be canceled or moved to another appropriate location, at the sole discretion of ASCB. ASCB shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of ASCB. Causes for such

action beyond the control of ASCB shall include, but are not limited to: fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, act of a public enemy, riot or civil disturbance, impairment or lack of adequate transportation, inability to secure sufficient labor, technical or other personnel, labor union disputes, loss of lease or other termination by the Pathable, power or internet outages or technology disruptions, state or federal laws, or act of God. Should ASCB terminate this agreement pursuant to the provisions of this section, the exhibitor waives claims for damage arising therefrom. Refunds of "Paid Virtual Exhibit Space Fees" in the event of event termination or cancellation shall be made to exhibitors at the sole discretion of ASCB and in any case, will not exceed the amount of each exhibitor's paid virtual exhibit space fee less any pro rata adjustments based on non-reimbursable direct and/or indirect event costs or financial obligations incurred by ASCB through the date of exhibitors' notification of event termination or cancellation or through the completion of event termination or cancellation processes, whichever is later.

8. Payments, Cancellations, and Refunds

Notification of an exhibitor's decision to cancel or reduce exhibit space must be submitted in writing to:

ASCB Exposition Management
c/o SPARGO, Inc.
11208 Waples Mill Road, Suite 106
Fairfax, VA 22030
ascbexhibits@spargo.com

The date the written notice is received is considered the official cancellation date. It is the responsibility of the exhibitor to confirm that the cancellation has been received by the ASCB Exposition Management.

All virtual exhibit space, support opportunities, advertising and marketing opportunities, exhibitor directory listings, Tech Talks, and mailing list rentals must be paid in full prior to move-in. Exhibitors with outstanding balances will not be permitted to access to the virtual exhibit space or begin the completion of their virtual exhibits. Registrations will also be withheld until full payment has been received.

Payment Policy:

- All applicants must be accompanied by payment in full.

ASCB requires payment in full with application. Failure to make payments does not release the contracted or financial obligation of exhibitor.

Cancellation Penalties:

- 100% of amount due; no refunds. All sales final.

9. Limitation of Liability and License of Intellectual Property

Exhibitor agrees to make no claim for any reason whatsoever against ASCB, its employees, agents, or representatives for loss or theft; nor for any damage of any nature, including damage to his business for failure to provide a virtual presence; nor for failure to hold the virtual exposition as scheduled; nor for any action or omission of ASCB. The exhibitor is solely responsible for his own virtual content within the confines of the virtual platform. ASCB and the Virtual Exhibitor are each the sole owner of all right, title, and interest to ASCB's and the Exhibitor's respective information, including such party's logo, trademarks, trade names, and copyrighted information, unless otherwise provided (collectively, "Intellectual Property"). ASCB and the Exhibitor hereby each grant to the other a limited, non-exclusive license to use certain of the granting party's Intellectual Property, including names, trademarks, and copyrights, in connection with promotion of the Virtual Exhibit Program.

10. Indemnification

Neither ASCB, SPARGO, Inc. nor its other agents or representatives, or their shareholders, officers, directors, employees or contractors shall be responsible for any injury, loss or damage that may occur to exhibitor or to exhibitor's agents, employees, affiliated personnel, officers, directors, shareholders, contractors or representatives or any of their property, businesses or other activities from any cause whatsoever, prior to, during or after the conference or exposition event. By signing this Agreement, exhibitor expressly and voluntarily and knowing assumes all such risk and expressly agrees, and hereby does indemnify, defend and hold harmless ASCB, SPARGO, Inc. and other agents and representatives, and their shareholders, officers, directors, employees and contractors, from and against all claims and liabilities arising out of, or in any way related to, the acts omissions or negligence of exhibitor, exhibitor's agents, invitees, employees or representatives.

11. Exhibitor Appointed Contractors

Exhibitors using any company to provide development or design services for their virtual booth are responsible for ensuring that provider is furnished with and complies with the rules and regulations. EAC's must also abide by all federal regulations. ASCB may review the virtual exhibits at any time. ASCB may deny an exhibitor access to, or expel an exhibitor from the event without refund of any fees if, as determined solely by ASCB, such exhibitor has not complied in all material respects with policies, legal requirements, and terms and conditions of the exhibitor agreement.

12. Dispute Resolution

Any controversy or claim arising out of or relating to this contract, or breach thereof, shall first be discussed informally for an amicable settlement between the parties and should that not succeed the parties shall attempt to resolve the matter by mediation. Should that not resolve the matter, it shall be settled by arbitration in the State of Maryland in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

13. Giveaways/Raffle/Contests

Giveaways will be limited to those items relevant to the professional interests of the registrants. Exhibitors may conduct contests, lotteries, and raffles virtually. The winner must be announced after the meeting.

Requests for approval of giveaways, except for literature, must be submitted to ASCB Exposition Management. Please contact Sharon Boutin ASCB Exposition Operations Management, at 571-279-0028 or sharon.boutin@spargoinc.com with any questions.

14. Lotteries or Contests

The operation of games of chance or lottery devices, or the actual or simulated pursuit of any recreational past time is permitted only on written approval from ASCB Exposition Management. Please contact Sharon Boutin ASCB Exposition Operations Management, at 571-279-0028 or sharon.boutin@spargoinc.com with any questions.

15. Photography/Recordings/Broadcasts

No pictorial, visual or audio recording, or broadcasting of any virtual content shall be made without the prior written approval of ASCB Exposition Management. Downloading another exhibitor's content is strictly prohibited.

16. Photograph and Video Release

By attending/exhibiting at Cell Bio Virtual 2020 by ASCB & EMBO or its associated events, you hereby understand that you may be photographed, videotaped, or digitally recorded, as may be your voice, and hereby waive any objection, condition, limit, or right you may have to the photographs or recordings. Furthermore, you hereby authorize ASCB to use any such photographs, videotapes, or other recordings of

yourself and your guests for any promotional purposes and to license other relevant people/organizations to use them. You hereby indemnify and hold the Society harmless for any such licensed or unlicensed use.

17. Attendance

Admission policies shall remain, always, the prerogative of ASCB, and may be revised or amended to suit unforeseen conditions.

18. Display

ASCB shall have full authority for approval or arrangement and appearance of items displayed on the virtual meeting platform. ASCB may, at its discretion, require replacement, rearrangement, or redecoration of any virtual booth, and no liability shall attach to ASCB for the costs that may evolve upon exhibitor thereby.

19. Pathable Rules and Regulations

Exhibitor compliance with [Pathable Rules and Regulations](#) is mandatory.

Exhibitor agrees that all current and subsequent ASCB conditions and regulations and the conditions and regulations of Pathable, and any other facilities used for the Cell Bio Virtual 2020 are made a part of this Agreement and are incorporated by any reference. The ASCB and, in its discretion, its designees shall have the full and exclusive power in matters of interpretation, amendment, and enforcement of all such conditions and regulations, and any amendments when made and brought to the notice of said exhibitor will be as though duly incorporated herein and subject to the terms and conditions of this Agreement. If a dispute or disagreement arises between the parties concerning the allotment of or permitted use of exhibition space or concerning interpretation of any of the conditions or regulations, the decision and interpretation of ASCB is final. The exhibitor agrees to abide by the interpretation that, if requested, shall be in writing.

If ASCB is forced to close an exhibitor's virtual booth or take other remedial action to address a violation of ASCB rules and regulations, the exhibitor will not receive a refund or other compensation from ASCB.

20. Exhibitor Representative's Responsibility

Neither the meeting/exhibition sponsor, nor its show management company or other agents or representatives, or their shareholders, officers, directors, employees or contractors shall be responsible for any injury, loss, or damage that may occur to exhibitor or to exhibitor's agents, employees, affiliated personnel, officers, directors, shareholders, contractors or representatives or any of their property, businesses, or other activities from any cause whatsoever, prior to, during or subsequent to the meeting or exposition event. By signing this Agreement, exhibitor expressly and voluntarily and knowingly assumes all such risk and expressly agrees, and hereby does, indemnify, defend and hold harmless the meeting/exhibition sponsor, its show management company and other agents and representatives, and their shareholders, officers, directors, employees and contractors, from and against all claims and liabilities arising out of, or in any way related to, the acts or negligence of exhibitor, exhibitor's agents, employees or representatives.

21. Waiver of Rights

Any rights of ASCB under this contract shall not be deemed waived in any manner except as specifically waived in writing and signed by an authorized officer of ASCB.

22. Americans with Disabilities Act

Exhibitors shall be responsible for compliance with the Americans with Disabilities Act of 1992 regarding their exhibit space, including, but not limited to wheelchair access. Further information regarding ADA compliance is available via phone at 800-514-0301 or at www.usdoj.gov/crt/ada/infoline.htm.

23. Amendment and Addition Rules

Any matters not specifically covered by the preceding rules shall be subject solely to the decision of ASCB. ASCB may, at any time, amend or add further rules to these rules, and all amendments made shall be binding on exhibitor equally with the foregoing rules and regulations.

24. Agreement to Rules

Exhibitor, for himself or itself, his or its personnel, employees, agents or representatives, agrees to abide by the foregoing rules and those provided and contained in the Exhibitor Service Manual, and by any amendments and additional rules that may be put into effect by ASCB.

Violation of any of these regulations on the part of the exhibitor, his/her/its employees or agents, shall annul the right to occupy the contracted booth space and such exhibit will forfeit to ASCB all monies, which may have been paid. ASCB will neither refund the booth fee(s) paid nor pay for exhibitor losses of any kind.

In the event of a violation, ASCB Exposition Management may shut down and take possession of the space occupied by the exhibitor, and may remove all persons and goods at the exhibitor's risk. The exhibitor shall pay all expenses and damages, which ASCB may incur in the process. ASCB reserves the right to remove any exhibit or exclude from future exhibition participation if, in ASCB's opinion, the exhibitor disregards or refuses to observe ASCB policies or instructions.