

American Bankers Association

CONFERENCE/SCHOOL REGISTRATION AND ATTENDANCE

TERMS AND CONDITIONS

Revised as of December 7, 2020

Please review the following **CONFERENCE/SCHOOL REGISTRATION AND ATTENDANCE TERMS AND CONDITIONS** (“Agreement”) for the American Bankers Association’s (“ABA”) Conferences and Schools, which shall include but are not limited to the following, and may be altered or amended at any time at ABA’s sole discretion:

- ABA Annual Convention;
- ABA-Wharton CEO Leadership Lab;
- ABA/ABA Financial Crimes Enforcement Conference;
- ABA/VBA DEI Summit;
- Agricultural Bankers Conference;
- American Mortgage Conference;
- Bank Marketing Conference;
- Bank Marketing School;
- CFO Exchange;
- Commercial Lending School;
- Compliance School;
- Conference for Community Bankers;
- Data Analytics School;
- Insurance Risk Management Forum;
- Regulatory Compliance Conference;
- Risk Management Conference;
- Stonier Graduate School of Banking;
- Washington Summit;
- Wealth and Trust School;
- Wealth Management and Trust Conference;
- Virtual hosted Events and Webinars in lieu of any of the foregoing or combination thereof;
- All ABA committee meetings; and
- Any other conference, school, or meeting as determined by the ABA in its sole discretion, including but not limited to ABA’s subsidiaries and affiliates (collectively, “ABA Events”).

1. CONSENT TO AGREEMENT

This Agreement is a legal agreement between ABA and registered participants, attendees, exhibitors, sponsors, speakers, and guests (“Registrant” or “You”) regarding the ABA Event. By affirmatively selecting your acceptance with the terms and conditions, you confirm that Registrant shall comply with all terms and conditions set forth in this Agreement.

The types of Registrants are defined as follows:

- a. Attendee/Participant – shall mean the eligible, as defined in Section 5 below, individual.
- b. Exhibitor/Sponsor – shall mean the company representative that will be in attendance at the ABA Event in the capacity of exhibiting or sponsorship based on the contractual relationship with their employer and ABA.
- c. Guest – shall mean a spouse, child, significant other or friend who is not employed in a financial services occupation. A coworker (even a spouse co-worker) or an associate within the financial services industry may not be considered a guest.
- d. Speaker/Faculty/Instructor - shall mean an individual presenting content at an ABA Event and will be required to execute a separate written release regarding their participation.

2. CONSENT TO USE PHOTOGRAPHS AND VIDEOS

By attending the ABA Events, you acknowledge and agree that photographs, video, and/or audio recordings may be taken of you and you grant ABA the right to use and distribute, in perpetuity, your name, voice and likeness (“Image”) in any electronic or print distribution, or by other means hereinafter created, both now and in the future, for any lawful purpose as determined by the ABA. For any questions

or concerns, please contact Member Services at support@aba.com.

3. **PRIVACY POLICY AND PERSONAL DATA**

Nothing contained herein shall contradict ABA's Privacy Policy and in the event of conflict between that policy and these terms, the Privacy Policy shall supersede and control. ABA values and respects the privacy of its Registrants and the security of your personal data. By your affirmative consent to provide, or authorization to consent on behalf of all Registrants, during registration for the ABA Event you hereby agree to the following: (i) comply with the ABA's Privacy Policy available on www.aba.com; and (ii) that ABA may collect user data for purposes of marketing, event administration and virtual hosting, and research, including collected data in aggregated form (i.e. surveys and evaluation forms) to assist in market evaluation and for any other purposes as reasonably determined by ABA. In the event that Registrant has consented to the sharing of personal data, then ABA may be able to provide your registered name, title, company name, email address and mailing address to (i) ABA, its subsidiaries, affiliates, and service providers for the Event (i.e. Hotels and Registration Housing Bureaus); and/or (ii) third party sponsors and exhibitors related to the ABA Events. *Notwithstanding the foregoing, it is ABA's intention to not share email addresses with the Exhibitors and Sponsors. ABA will not disclose personal data associated with Registrant to any third parties if Registrant has not provided affirmative consent or if third party is not affiliated with ABA or otherwise providing services for your attendance at the ABA Event.*

PLEASE NOTE: We understand that it may be necessary to provide ABA with sensitive health information, such as a special accommodation in order to attend the ABA Event. If you need to provide such information, please DO NOT PROVIDE such sensitive information on the registration form, but rather call 1-800-BANKERS to speak to a representative.

4. **NON-DISCRIMINATION POLICY**

The ABA reaffirms its standing policy of non-discrimination in employment and in all programs and activities with respect to race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation or political affiliation. In addition, the ABA Events are operated on the basic principle of respectful treatment for all persons and, accordingly, are firmly committed to ensuring a harassment-free, positive learning environment for all its students.

5. **ELIGIBILITY**

ABA provides professional development opportunities for employees of membership-eligible institutions. These include community, regional and money center banks and holding companies as well as savings associations, trust companies, savings banks and service members. Government agency employees also qualify.

6. **DISCLAIMER**

The ABA Event and its content is provided AS IS and without warranty. Neither ABA nor its content providers, faculty, or speakers warrant or guarantee that the foregoing will satisfy the intended use by Registrant or make any representations about the suitability of the ABA Event or its content for the Registrant's requirements or about any content or information made accessible by the ABA Event for any purpose. ABA does not warrant, guarantee, or make any representations regarding the accuracy, completeness, timeliness, merchantability, or fitness for a particular purpose of the content contained within ABA Event. Reference therein to any specific product, process or service does not constitute or imply an endorsement, recommendation or favoring by the ABA, unless explicitly expressed. ABA is not responsible for, and expressly disclaims all liability for, damages or any kind arising out of the use, reference to or reliance on or performance of such content from the ABA Events.

7. **REGISTRANT'S CODE OF CONDUCT**

ABA's expectation is that ABA Registrants share ABA's commitment to human rights, diversity, and equal opportunity in the workplace. Registrants shall without limitation: (i) cooperate and support ABA's commitment to a workforce and workplace based on respect and free of harassment and unlawful discrimination; (ii) recognize that ABA embraces and encourages differences and other characteristics that make our employees, Registrants, customers, members, participants, vendors and their representatives unique. ABA will not tolerate discrimination or harassment as enumerated in Section 4 above; and (iii) not engage in abuse whether physical or verbal or other forms of harassment or intimidation. You warrant that

your behavior and attendance at the ABA Event shall (i) be in a manner consistent with all applicable laws and regulations, in accordance with the terms and conditions, including the code of conduct set forth in this Agreement, and (ii) not include any libelous, slanderous, or defamatory materials or statements or infringement of the copyright or other intellectual property rights of any third person, business, or corporation. Except for authorized sponsors, exhibitors, and faculty, you further warrant you will not post or distribute any unsolicited or unauthorized advertising or promotional materials. Registrant further warrants abiding by its own institutions' rules regarding professional behavior and acknowledges that this code of conduct is in addition to and not in replacement of their employer's policy. It is the Registrant's responsibility to ensure that it understands and complies with this section and to inform the ABA contact on site if any situation develops in violation of this section. Upon notification to ABA of a possible violation of this section, then the ABA contact on site will conduct an inquiry and provide a determination of consequences. Such determination shall be at the discretion of the ABA contact on site and on a case-by-case basis. Registrant further agrees and acknowledges that violations of this section may result in ABA taking action, at its sole discretion on a case-by-case determination, including but not limited to, demand for a verbal apology, issuing a written reprimand, removal from an ABA Event immediately and without refund, disqualification from further business with ABA, and/or reporting of the violation to the employer, security and law enforcement. Alternatively, any violations may be reported to the ABA Hotline at 800-732-6190.

8. TERM AND TERMINATION

The term of this Agreement shall be from the submission of the registration until the end of the ABA Event (the "Term"). The ABA reserves the right to terminate this Agreement without notice prior to the expiration of the Term if, in its sole judgment, ABA determines that you have violated the terms of this Agreement and no refund shall be offered.

9. REGISTRATION AND CANCELLATION

Registration for the ABA Event may be limited and subject to availability and will be considered on a first-come, first-served basis. If the ABA Event is cancelled by ABA, then Registrant is entitled to the refund of the paid registration or tuition fee and this shall be the extent of ABA's sole liability. The cancellation policy for all in-person ABA Events by the Registrant is as follows:

- a. If you cancel more than thirty (30) days prior to the ABA Event start date, you may be entitled to receive a full refund of the total fee paid less a processing fee, which amount is determined at ABA's discretion and subject to change.
- b. If you cancel less than thirty (30) days before the ABA Event start date, you may be entitled to receive a refund of fifty percent (50%) of the total fee paid less a processing fee, which amount is determined at ABA's discretion and subject to change.
- c. If you cancel after the ABA Event start date, the fee paid is non-refundable.
- d. For all cancellations there shall be no transfers or substitutions, except in the case of an application for the ABA Stonier Graduate School of Banking, which may be deferred up to a three (3) year period for completion requirement. Please contact the Stonier program manager with any questions.
- e. Cancellations must be made in writing and sent to reghousing@aba.com. Please contact 1-800-BANKERS (800-226-5377) with any questions or concerns regarding this policy.

Please note that this policy governs the cancellation for the ABA Event only and any Hotel reservations will need to be cancelled separate and apart from the above either directly through the Hotel or the applicable registration housing vendor.

10. HOTEL/ROOM RESERVATIONS

ABA does not endorse booking hotel reservations by any sources other than SPARGO, ABA's contracted registration housing services, or with the conference hotel directly as indicated for the ABA Event. ABA researches the hotel property extensively to ensure that Registrants are adequately accommodated, rooms meet ABA's high standards, and discount pricing is provided. ABA has received several reports that unaffiliated representatives, travel agents and wholesalers are soliciting ABA Registrants with hotel packages for ABA Events and offering to sell ABA's attendee lists. ABA does not share its attendee lists with third parties, so any offer suggesting the contrary has not been authorized by ABA. ABA utilizes SPARGO as its housing vendor select ABA Events. Please check the specific www.aba.com registration page for a listing on booking hotel accommodations in order to make your housing reservations directly with the meeting hotel or with SPARGO for the ABA Events as applicable. Securing your reservations through an ABA authorized vendor will allow ABA to provide assistance if complications arise. Please contact the ABA Member Services department at 1-800-BANKERS (800-226-5377)

or support@aba.com with any questions or concerns.

11. RELEASE

During the ABA Event, Registrant may choose to participate in an optional physical activity that may pose some inherent risk to person or property (“Activity”) and acknowledges that Registrant may need to execute additional releases or documents prior to participation. Registrant warrants and represents the acknowledgement and assumption that there is risk involved to my person, property, or to others by participating in such Activity. Therefore, Registrant agrees, on behalf of Registrant, their employer and its direct or indirect parents, subsidiaries, affiliates, divisions, successors, predecessors and assigns (the “Releasors”), to completely and irrevocably releases and forever discharges ABA, and their direct or indirect parents, subsidiaries, affiliates, divisions, directors, officers, employees, representatives, attorneys, agents, successors, predecessors and assigns from all actions, causes of action, suits, claims, demands, or any action of similar nature whatsoever, in law or equity which Releasors ever had, now have or hereafter can, shall or may have ever existed that is related to the Activity. Registrant agree to indemnify, defend, and hold the ABA harmless from all actions, causes of action, suits, claims, demands, or any action of similar nature whatsoever, in law or equity, which the Releasors ever had, now have or hereafter can, shall or may have ever existed that is related to or arose from the Activity. Registrant warrants and represents to ABA that you have not sold, transferred, assigned, mortgaged, or otherwise alienated any of the claims released herein related to the Activity; that no person other than the Releasors granting such release has an interest in any such claim; and that the Releasors granting such release has full power and authority to do so.

12. GENERAL

This is the entire Agreement between the ABA and Registrant as to registration and attendance of the ABA Event and supersedes all other agreements, express or implied, written or oral, between the parties regarding such registration and attendance. No modification of, or amendment to, this Agreement shall be binding unless in writing and agreed to by both parties. Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement. Neither failure nor delay on the part of any party to exercise any right, remedy, power, or privilege hereunder nor course of dealing between the parties shall operate as a waiver thereof, or of the exercise of any other right, remedy, power, or privilege. Notwithstanding any of the above, ABA may change any of the terms in this Agreement at any time and Registrant shall be bound by such modified terms unless ABA receives written notification of its objection to the same. When/if ABA modifies the online terms and conditions, the date at the top of the Agreement will be updated and reposted. Registrant shall fully comply with all local, state, and federal laws, ordinances, mandates, rules and regulations, including but not limited to requirements of the host facility, virtual Platform, or public health and safety organizations, which are applicable to the ABA Event.

13. GOVERNING LAW

This Agreement, and any disputes or disagreements concerning the ABA Events shall be governed by and construed according to the laws of the District of Columbia, without regard to its choice of law rules. Any lawsuit filed regarding this Agreement must be filed in the United States District Court located in the District of Columbia, United States of America. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

14. CONTACT INFORMATION

For any questions about these terms and conditions, please send your inquires to the attention of the Office of General Counsel, American Bankers Association 1120 Connecticut Ave, NW, Washington, DC 20036 or contact 1-800-BANKERS (800-226-5377) or support@aba.com to be directed to the appropriate contact.

15. FORCE MAJEURE

ABA shall not be liable or responsible to the Registrant for any loss or damage for any delays or failure to perform due to causes beyond its reasonable control and/or causes making it illegal, impossible, or commercially impractical to perform including, but not limited to: acts of God, strikes, work stoppage, labor dispute, health epidemics or the outbreak of disease in the host city, war, riots, flood, fire, sabotage, terrorist activity or a threat thereof, cancellation or restriction of commercial air travel or other curtailment of transportation preventing at least twenty five percent (25%) of attendees from traveling to the host city, order

or restriction by any governmental authority, or any other circumstances of like character. This Agreement may be terminated or performance excused immediately by ABA without penalty or liability for any one or more of such reasons. For any cancellation due to Force Majeure by ABA, ABA may offer Registrant the following options: (i) transfer the registration, at no cost, to another Event; or (ii) if available and being offered, select an alternative method of attendance (teleconference, video conference, webinar). The availability and delivery method of this option is at ABA's sole discretion; or (iii) select to receive a full refund of your registration fees. For exhibitor and sponsors, the refund will be pro-rata on any rental fee paid, less any legitimate expenses incurred by ABA for advertising, administration and related costs. Cancellations under these circumstances must be made in writing and sent to reghousing@aba.com for attendees and kdonlon@aba.com for exhibitors and sponsors prior to the start of the ABA Event. Please note that this policy governs the cancellation for the ABA Event only and any Hotel reservations or supplemental costs (i.e. shipping) will need to be cancelled separate and apart from the above either directly through the Hotel, the applicable registration housing vendor, or third-party vendor. If your company has announced a ban on all non-essential corporate travel, ABA shall make case-by-case determinations regarding cancellation/refund options for registered attendees. For all exhibitors and sponsors, if your company has announced a ban on all non-essential corporate travel, we would like to offer you the ability to participate in an alternative method of delivery, if available, or allow you to transfer the credit to another ABA Event. ABA reserves the right at its sole discretion to suspend, cancel or alter this policy at any time. Please contact 1-800-BANKERS (800-226-5377) with any questions or concerns regarding this policy.

16. VIRTUAL EVENTS

ABA Events that are conducted online ("Virtual Events") are subject to the following additional terms:

- a. **Program:** For all Virtual Events, ABA shall utilize a third party virtual conference platform ("Platform"). Registrant shall purchase through www.aba.com and will receive a link to the Platform for use.
- b. **Third Party Terms:** Platform providers may present Registrants with additional terms including Terms of Use and Privacy Policies in order to gain access to the Virtual Event. Registrants acknowledge that they have reviewed such provisions and their participation in the Virtual Event constitutes acceptance of those terms. For Virtual Events conducted on the Intrado platform, Registrants acknowledge that personal information will be processed in accordance with the West Privacy Policy located at <https://www.west.com/legal-privacy/#digital-communications>.
- c. **Violations:** Any violations to the Platform Terms of Use or Privacy Policies, Third Party Platform Terms of Use or Privacy Policies, or the Code of Conduct in Section 7 may result in ABA taking action, at its sole discretion on a case-by-case determination, including but not limited to, your immediate expulsion from the Platform at the moderators/host's sole discretion without refund, demand for a verbal apology, issuing a written reprimand, disqualification from further business with ABA, and/or reporting of the violation to the employer, security and law enforcement.
- d. **Cancellation:** Either party may terminate this Agreement with thirty (30) days prior written notice to the other party upon the occurrence of a material breach or default by the other of any of the terms, obligations or warranties under this Agreement not waived in writing by the non-defaulting party. In the event of a material breach, the non-defaulting Party shall notify the other of such alleged breach or default and the other Party shall have one thirty (30) day period to cure the same. However, ABA may immediately terminate this Agreement upon written notice to Registrant in the following circumstances: (i) Registrant fails to follow ABA's licensed uses or restrictions or violates any of the terms of this Agreement; (ii) Registrant becomes insolvent, files bankruptcy or is placed in receivership; (iii) Registrant, without the written consent of ABA, directly or indirectly violates, reproduces, assigns, transfers, sublicenses or encumbers any of its rights under this Agreement, including the Platform; or (iv) Registrant fails to pay the amounts due at the time of registration. Registrant acknowledges that termination by Registrant for any reason other than an uncured material breach by ABA does not obligate ABA to rebate any fees paid and this failure will not relieve the Registrant of its obligation to pay any outstanding amounts in full.
- e. **Disclaimer:** Any virtually hosted ABA Event is provided AS IS and without warranty. Neither ABA nor its content providers, Exhibitors, Sponsors, faculty, or speakers warrant or guarantee that the foregoing will satisfy the needs of Registrant or make any representations about any content or

information made accessible by the Virtual Event for any purpose. ABA does not warrant, guarantee, or make any representations regarding the accuracy, completeness, timeliness, merchantability, or fitness for a particular purpose of the content contained within the Virtual Event or the Platform hosting the Virtual Event. Reference therein to any specific product, process, Platform, or service does not constitute or imply an endorsement, recommendation or favoring by the ABA, unless explicitly expressed. ABA is not responsible for, and expressly disclaims all liability for, damages or any kind arising out of the use, reference to or reliance on or performance of the Virtual Events.