

Terms and Conditions

This fees (the "Fees") for this Prophix event (the "Event") do not include VAT. Fees are per person and for in-person events, will include coffee, snacks, lunch and Event materials. Payment must be made at the time of registration and in any event, in advance by bank transfer to the account indicated on the invoice. If payment is not received within 5 business days of the Event, we will cancel your registration. Cancellations must be made in writing at least 5 business days before the Event date. After this date, the registration fee for the Event is non-refundable. If you are unable to attend the Event, another member of your organization may come in your place provided Prophix is notified in advance of the participant's contact details. We reserve the right to cancel the Event or modify the programming. If we cancel the Event or your registration, we will refund any pre-paid Fees for the Event. We are not responsible for any damages, direct or indirect, resulting from such cancellation. To the extent applicable, Materials will be provided electronically to you upon payment in full of the Fees. A certificate of attendance will be provided to you at the conclusion of the Event.

We will handle your personal data in accordance with our [Privacy Policy](#). You grant us and our affiliates the right to record, film, photograph, and capture your voice and image in any media at the Event (the "Recordings") and a royalty-free, perpetual, non-exclusive worldwide license to use such Recordings for purposes related to our business. The trademarks, logos, and other information and materials on the websites of Prophix, in online and offline media and featuring at the Event are the sole property of Prophix Software Inc. and our licensors (the "Materials"). Any Materials we provide to you related to the Event are proprietary to Prophix, our affiliates and our licensors and are provided on an "as is" basis, without any warranty, either expressed or implied. Any use, reproduction, distribution, modification, or public display of Prophix Materials without explicit permission from Prophix is strictly prohibited. Our Services may include content or links to third-party websites or Materials. We do not endorse, control, or assume any responsibility for third-party content or websites. Any use of such content or websites is at your own discretion and risk. You acknowledge and agree that your attendance and participation in the Event is voluntary, and you understand the nature of the Event. To the maximum extent permitted by law, you agree that you solely assume the risks associated with attending and participating in the Event. The laws of the Province of Ontario will apply to Events hosted in North America, the laws of England and Wales will apply to Events hosted in the United Kingdom and the laws of Belgium will apply to Events hosted in Europe/EEA, without reference to conflict of law rules, govern these Terms and Conditions and any dispute of any sort that might arise between the parties. The *United Nations Convention for the International Sale of Goods* does not apply to these Terms. WE AND OUR AFFILIATES AND LICENSORS WILL NOT BE LIABLE TO YOU UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR (A) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, OR (B) LOST PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, OR GOODWILL. IN ANY CASE, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THESE TERMS WILL NOT EXCEED USD \$100. THE LIMITATIONS IN THIS SECTION APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.