

# TERMS & CONDITIONS

General Website User and Attendee Terms & Conditions

[www.carolinasmbizexpo.com](http://www.carolinasmbizexpo.com)

SECTION 3.3 GOVERNS ALL COMMUNICATIONS YOU ARE CONSENTING TO WITH CSBE (AS DEFINED BELOW) AND ITS ADVERTISERS, EXHIBITORS AND SPONSORS BY REGISTERING FOR THE EVENT. BY REGISTERING, YOU AGREE THAT CSBE (AND ITS ADVERTISERS, EXHIBITORS AND SPONSORS) MAY COMMUNICATE WITH YOU AT THE PHONE NUMBERS THAT YOU PROVIDED IN YOUR REGISTRATION USING AN AUTOMATED TELEPHONE DIALING SYSTEM OR USING AN ARTIFICIAL OR PRERECORDED VOICE OR THROUGH TEXT MESSAGES TO YOUR MOBILE AND/OR LAND LINE DEVICE. YOU ALSO AGREE AND UNDERSTAND THAT CONSENT IS NOT A CONDITION OF PURCHASE. CSBE OFFERS A FREE TICKET OPTION WITH ALL EVENTS.

PLEASE CAREFULLY REVIEW THE BELOW. THESE GENERAL WEBSITE USER AND ATTENDEE TERMS AND CONDITIONS (THIS "AGREEMENT") LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN ARBITRATION RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU OR CSBE WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. THIS AGREEMENT ALSO GOVERNS THE RIGHTS OF CSBE (AS DEFINED BELOW) AND ITS EMPLOYEES, AGENTS, REPRESENTATIVES AND LICENSEES TO CALL, TEXT MESSAGE, AND EMAIL YOU ON BEHALF OF CSBE, CSBE'S ADVERTISERS AND OTHER THIRD PARTIES (See Section 3.3 below).

Welcome to [www.carolinasmbizexpo.com](http://www.carolinasmbizexpo.com) (the "Website"), operated by PrimeTime Consulting Group, INC, a North Carolina S-CORP company ("CSBE", "we", "our", or "us"). The Website enables anonymous visitors to the Website ("Visitors") to learn more about us and our Carolina Small BIZ Expo events (each, an "Event" and collectively, the "Events"), and Visitors

who affirmatively indicate their agreement to abide by this Agreement by means of a click-through consent (where made available) to register for an Event or Events as attendees (“Attendees”). The terms “you”, “your” and “yours” when used herein refers to either Attendees or Visitors or to both Attendees and Visitors collectively, as applicable from the context of the sentence, and in the case of doubt refers to both Attendees and Visitors. This Agreement sets forth the terms and conditions which govern your use of the Website and your attendance at each Event. For clarity, each “Event” as defined herein refers collectively to, and includes, all activities being promoted by CSBE in connection with any particular Event, including all pre-expo and post-expo activities and CSBE’s virtual webinars accessible at online platform, and applies to both Events held at Physical Venues (“Physical Events”) as well as to Events held at Virtual Venues (“Virtual Events”).

## 1. THIS AGREEMENT.

1.1 Acceptance. Please read this Agreement carefully before otherwise accessing the Website. In order to use the Website, you must first agree to the provisions of this Agreement. By accessing any web page of the Website (other than this Agreement), Visitors indicate that they have read and agree to be bound by the terms and conditions set forth in this Agreement. You are not authorized to register for our Event(s) or use our Website if you do not agree with this Agreement. Attendees indicate their agreement to this Agreement either as do Visitors, or by means of a click-through consent or by signing electronically (where any such an option is made available by CSBE), or otherwise upon commencing use of the Website and/or submitting a registration to an Event. You also may be able to register for Events from other third-party sites (such as via Facebook, Eventbrite, etc), and you will indicate your agreement to this Agreement when completing such registration and by registering. By becoming an Attendee you represent and warrant that you are at least eighteen (18) years of age and not a minor in your state of residence, and that, if you are executing this Agreement on behalf of an entity or any other person, you have been duly authorized to so act by such entity or such person. Please keep in mind that you are not authorized to use the Website if (a) you are not of legal age or otherwise do not have the legal capacity to form a binding contract with

CSBE, or (b) you are a person barred from using the Website either (i) under the laws of the jurisdiction in which you reside or otherwise from which you are attempting to access the Website, or (ii) due to prior violations of this Agreement. If you do not agree to be bound by this Agreement, you are not authorized to use the Website. If we ask Attendees to indicate their acknowledgement of this Agreement and their adherence to its provisions more than one time and in more than one manner, such repeated request and/or multiple execution of this Agreement is intended for the sake of good practice only and in no way derogates from the validity of any prior acknowledgement or execution.

1.2 Modification. We reserve the right to modify this Agreement at any time. You agree to review this Agreement periodically to be aware of all such modifications. We will indicate that changes to this Agreement have been made by updating the date indicated after “Last Updated” at the beginning of this Agreement. You agree that your continued use of the Website after a modified version of this Agreement has been posted to the Website shall be deemed to be your conclusive acceptance of any modified version of this Agreement. If you do not agree to abide by the initial version and each modified version of this Agreement, you are not authorized to use the Website. A current version of this Agreement is accessible via the footer of the Website’s homepage.

## 2. REGISTRATION.

2.1 Attendee Registration. Attendees can register for Events online using the service provided by our third-party registration provider Eventbrite, Inc. (“EventBrite”) or on site at the respective venue on the day of an Event or via certain other third-party sites (such as Facebook). However, please note that all registrations for an Event are space permitting, on a first-come first-served basis. If you register online, each Attendee will receive a user ID and password to access such Attendee’s registration account (“Account”). Attendees agree not to allow any third party to use their Account to access the Website and to safeguard the information that would allow another person or entity to access the Website by using their Account. Attendees shall be responsible for their failure to safeguard such information and/or to allow any other individual or entity to access or use

the Website by using their Account. No Account, or any portion thereof, may be sold or otherwise transferred by an Attendee. Attendees shall notify CSBE in writing immediately of any unauthorized use of their Account or otherwise of the Website. Attendees and Visitors agree that CSBE shall not be liable for any loss that results from the unauthorized use of any Account, either with or without CSBE's knowledge. You will need to check-in with us before each Event in our Registration Area. We will print your badge on-site and provide you with a lanyard/clip and badge holder. We do recommend that you print and bring with you to the Event your EventBrite confirmation with QR Code for quick and expedited check-in.

**2.2 Multiple Registrations.** The representative of an Attendee may register on behalf of more than one person (whether another individual or an entity, provided, that (a) the person effectuating such a registration has first secured the authorization required to execute this Agreement on behalf of the person being registered, (b) person effectuating such a registration otherwise has the ability to agree to this Agreement on behalf of such person, and (c) a different email address is used for each person registering. You represent and warrant to us that by registering on behalf of any Attendee, you have been fully authorized to act on behalf of such Attendee and to enter into this Agreement on behalf of such Attendee, and that you will be jointly liable with such Attendee for any breach of this Agreement.

**2.3 Accurate Information.** You shall provide us with accurate, complete and current information during registration and in response to any written request (including by email) by us, and you shall update all such information provided to us if and as soon as such information changes.

**2.4 Disabling or Revocation of Registration.** We have the right to cancel your registration to an Event and/or access to your Account at any time, for any reason as determined by us in our sole discretion, including without limitation if we believe you have violated this Agreement. If we disable access to your Account, you may be prevented from accessing certain pages of the Website, your Account details and/or certain files or other materials, all of which may be deleted by us.

2.5 No Transfer. Your registration to an Event and/or your right to use the Website through your Account is not transferrable to any other person. It is forbidden to transfer and you are prohibited from transferring any badges, passes or any other credentials used for gaining admittance to an Event.

### 3. CAROLINA SMALL BIZ EXPO.

3.1 About the Events. The Events are business networking and trade show events which bring together business professionals such as business owners, CEOs, Presidents, CMOs, CFOs, entrepreneurs and other senior level management and other business professionals. The Events feature numerous exciting and insightful business industry related panel discussions, workshops, networking events and classes. Aside from premium paid credentials or other premium status provided by us, Attendees generally will be eligible to participate in most activities offered at the Events on a first-come, first served basis, with limited availability.

3.2 Dress Code. The dress code for Events is business casual.

3.3 SMS & MMS Text Messages; Robo Calls; Email Blasts; Mail; Other Contacts. You agree that by submitting your personally identifiable information to us ("PII") that you consent to receive communications from us by automated technology about us, our advertisers, sponsors & exhibitors, this Event and/or future Events, including without limitation by means of telephone calls or text messages using any automatic telephone dialing system(s), artificial voice(s), pre-recorded call(s), and/or pre-recorded voice(s) (in each case to your mobile, home and/or office phone numbers), email blasts and otherwise by postal mail. You agree that by submitting your PII to us that you authorize us or third parties to whom we have transferred your PII or who have collected your PII at an Event, to contact you for advertising, marketing, reminders and other commercial purposes before, during or after the Event, including without limitation by means of telephone calls or text messages using any automatic telephone dialing system(s), artificial voice(s), pre-recorded call(s), and/or pre-recorded voice(s) (in each case to your mobile, home and/or office phone numbers), email blasts and otherwise by postal mail. Without limiting the foregoing, you acknowledge and agree that (a) we sell or otherwise transfer

our contact list to certain third parties, and such third parties may contact you to solicit your business or otherwise, including without limitation by means of telephone calls or text messages using any automatic telephone dialing system(s), artificial voice(s), pre-recorded call(s), and/or pre-recorded voice(s) (in each case to your mobile, home and/or office phone numbers), email blasts and otherwise by postal mail, and (b) once any such transfer has been made by us to any such third party, we have no control over such information and if you wish for such third parties to stop contacting you then you shall contact each such third party directly in order to request that your PII be removed by them from any third party lists. You acknowledge and agree that by submitting your PII to us, you are providing us and certain third parties prior express written consent to receive automated text messages and calls, using any automatic telephone dialing system(s), artificial voice(s), pre-recorded call(s), and/or pre-recorded voice(s), regardless of whether your telephone number is on any state or national do not call list. You may opt out at any time by email to [clientservices@carolinasmbizexpo.com](mailto:clientservices@carolinasmbizexpo.com), or by writing us at the address in Section 22. You may also opt out of any further text messages by replying to any text message from us with the word "Stop." Any opt out request submitted to us by email or mail must include your telephone number(s) and email address(es). You agree and understand that purchase is not a condition of your consent and that our Events always have a free ticket option to attend any of our Events.

3.4 Recording of the Event; Grant of Rights to Use Name, Image and Likeness. We will be photographing, videotaping and otherwise recording the Events and using the resulting footage for promotional purposes. Each Attendee acknowledges and agrees that such Attendee hereby grants CSBE the exclusive, perpetual, worldwide, irrevocable, royalty free right and permission to use, distribute, publish, exhibit, digitize, broadcast, display, reproduce, and otherwise use such Attendee's name, image, likeness, voice and biography (or any copyrighted material or trademarks owned and displayed by such Attendee) in any manner or media whatsoever (whether now known or hereafter known) including without limitation for the purposes of advertising or trade in promoting and publicizing the Event, CSBE and/or our products and services, whether appearing in or derived from such footage, or whether provided to us from you or any third party.

3.5 Event Traffic. Waiting lines to register for an Event or otherwise to enter an Event may be quite long. You can facilitate your admittance to an Event by registering through the Website prior to such Event, though please note that doing so does not ensure that you will be admitted to such Event quickly. We work hard to make admission to each Event a smooth process for everyone, but as the number of Attendees customarily is large and only a certain number of people can be processed for admission to an Event at one time, you may have to wait a significant amount of time before being admitted to an Event.

3.6 Badges. Attendees can attend Events free of charge. However, Attendees may purchase certain “badge” options from us which enable you Attendees to experience additional benefits, features or access at an Event, such as the use of our “leads” scanner App, attendance at one of our “Networking Happy Hour” events, reserved seating for workshops and for our main stage presentations, priority seating in our speed network areas and promotion of your company on our post-conference email. For details about these additional benefits, features or access, please see the Badge Chart in our FAQ on the EventBrite registration page. If you wish to purchase a higher level badge than the one you have already purchased, you must first make the additional purchase and then you may contact us to request a credit of your lower level badge by email at [clientservices@carolinasmbizexpo.com](mailto:clientservices@carolinasmbizexpo.com) or by phone at (910) 672-6240.

3.7 Lead Scanner App; Scanning PII. CSBE may offer the option for Attendees to rent a bar code scanner at an Event. Our Lead Scanner App (the “App”) is an excellent way to collect valuable contact information from each person you meet at an Event. The App is available on Android & iPhone. Certain of the PII and other information provided by Attendees at registration for an Event (such as First Name, Last Name, Email Address, Phone #, Company Name, Industry, Job Title & Mailing Address) will be available to other Attendees and Event exhibitors (“Exhibitors”) during such Events and thereafter. However, an Attendee’s credit card information shall never be part of the PII provided to other Attendees and Exhibitors by us. Specifically, the App enables an Attendee to scan the QR code found on another Attendee’s registration badge at an Event. Once you scan the QR Code, that person’s contact information that was provided to us when that person registered for the Event will be uploaded to and

otherwise accessible from your device via the App. You can then designate the lead as “Cold”, “Warm” or “Hot” for future follow up. The App also allows you to export all of your scans into an Excel Spreadsheet that you can then upload to many varieties of CRM, Email Marketing Software, Contact Databases, and the like. Each Attendee agrees that by providing us with your information at registration, we and other Attendees and Exhibitors are free to use your information (other than your credit card information) for any commercial purpose, including without limitation for promotions and advertisements for our, their or any third party products and services. Your use of the App and our scanners assumes (and is contingent upon) your responsible use of such items and your legal treatment of all PII and other information obtained through the use of such items, including without limitation your adherence to all laws, regulations and rules applicable to your utilizing such information (including without limitation the Telephone Consumer Protection Act and the CAN-SPAM Act), and neither CSBE nor any of the other CSBE Parties shall be responsible for any breach or other violation by you or anyone acting on your behalf of any such law, regulation or rule.

3.8 Networking Happy Hour. At certain Events we may offer Attendees of a qualifying badge level (as indicated by us on an Event-by-Event basis) the opportunity to participate in our “Networking Happy Hour” activities on the day of each Event. Beer and/or wine (and in some cases liquor) will be offered at the VIP Bar for all Attendees who are of legal drinking age and who hold a qualifying badge level. For such persons who possess such a qualifying badge, we offer special VIP passes which are intended to result in shorter lines at the bar. However, you acknowledge that for all participating Attendees (a) drinks are generally dispensed on a first-come-first served basis, (b) there is no guarantee of how many drinks an Attendee will receive, and (c) no refunds for unredeemed tickets or otherwise will be issued. The venue provider of the Event is exclusively responsible for serving the drinks and has the absolute discretion and authority to refuse to serve you or anyone else any alcoholic beverages. You agree to drink responsibly and never to drink and drive, and you hereby agree to hold harmless, indemnify and defend CSBE and each of the other CSBE Parties, and the venue provider and all of its personnel (including without limitation the beverage server or servers) from all of your acts or omissions related to your participation in any “Networking Happy Hour” or other



alcoholic beverage activities which occur in connection with any of the Events.

3.9 Email Blasts. Some Attendees who have selected such an option shall have the ability to submit their logos, business descriptions and contact information for us to include in a pre-Event or post-Event email blast. In order to be included in such an email blast, such Attendees must meet the posted deadlines for inclusion, and if such a deadline is missed CSBE shall not be liable in any way for the omitted submission and CSBE shall not offer such Attendee any refund or any additional opportunity to participate in another email blast.

3.10 Job Interviews. If offered at an Event, Attendees may register to participate in various job interviews at such Event. Attendees acknowledge and agree that CSBE merely provides a forum for such activities and that CSBE does not endorse and has no control over the parties conducting such interviews. Thus, CSBE is not responsible for the hiring practices or otherwise the acts or omissions of any such third party. If interviews are offered at an Event, such interviews have a limited number of available time slots and you are not guaranteed participation in or otherwise the availability of any such interview.

3.11 Hotels. CSBE receives preferential rates for certain hotels it showcases on the Website, at an Event or in other communications to you. However, CSBE is not affiliated with and does not endorse any of these hotel options. Further, CSBE may receive a commission from some of the hotels it showcases.

3.12 Recording of the Event; Grant of Rights to Use Name, Image and Likeness. We will be photographing, videotaping and otherwise recording the Events and using the resulting footage for promotional purposes. Each Attendee acknowledges and agrees that such Attendee hereby grants CSBE the exclusive, perpetual, worldwide, irrevocable, royalty free and fully paid right and permission to use, distribute, publish, exhibit, digitize, broadcast, display, reproduce, and otherwise use such Attendee's name, image, likeness, voice and biography (or any copyrighted material or trademarks owned and displayed by such Attendee) in any manner or media whatsoever (whether now known or hereafter known) including without

limitation for the purposes of advertising or trade in promoting and publicizing the Event, CSBE and/or our products and services, whether appearing in or derived from such footage, or whether provided to us from you or any third party.

3.13 No Solicitation by Attendees. Only Exhibitors (or our sponsors) are permitted to solicit Attendees regarding their products/services at an Event, and thus Attendees may not promote their products or services at or in connection with an Event. Violators will be asked to leave (and/or shall be escorted from) the Event premises and may be prohibited from attending any future Events. We thank you in advance for your cooperation. If you would like to promote any of your products/services at an Event, then you must become an Exhibitor.

3.14 Exhibitor or Other Third Party Speech or Expression. Each Event offers the opportunity for various Exhibitors or sponsors to present their products and services, and otherwise to communicate their thoughts and opinions, to Attendees. Further, Attendees or other individuals may have communicated their thoughts and opinions to other Attendees or other persons. We do not endorse or otherwise condone any statements made by, or the activities of, or products or services of, any Exhibitor, sponsor, other Attendee or other person, and you acknowledge and agree that none of the CSBE Parties shall be liable for any act or omission of an Exhibitor, sponsor, other Attendee or other person at, or otherwise in connection with, any Event or otherwise.

3.15 Refer-A-Friend Programs. We may, from time to time offer Attendees the opportunity to participate in a Refer-A-Friend or other like program. The terms and conditions of any such program may be modified by us at any time in our sole discretion. We may also cancel any such program at any time, and any benefit provided by us in connection with such a program is offered on an as-available basis only or otherwise until cancelled by us. Further, we reserve the right to disqualify anyone at any time from participation in a program if they do not comply with this Agreement, any supplemental terms applicable to such a program, or otherwise if they violate any law, statute, regulation or rule. Any information collected by us from you or your referrals shall be one of our assets and shall be subject to the provisions of the Privacy Policy.

3.16 Small Business Education Center. CSBE may provide, as part of the Website, a forum for learning about issues which affect small business owners, including articles and commentary posted by us or third parties, which we currently call the Small Business Education Center and which is viewable at: <https://www.carolinasmbizexpo.com/blog-news/> (“SBEC”). All such Content is provided for educational and informational purposes only, and should not be construed as constituting legal, financial, accounting, tax or business advice. You should not act or refrain from acting on the basis of any Content obtained at any Event or appearing on the Website (including without limitation Content provided as part of SBEC) without receiving appropriate legal, financial, accounting, tax and business advice from an attorney and other licensed advisors in your State of activity and regarding the particular facts and circumstances involving your business. Content posted on the Website (including without limitation as part of SBEC) may contain errors, be incomplete, or be outdated. CSBE makes no warranty, express or implied, about the accuracy, completeness, reliability or suitability of any Content or the content obtained from any other website to which we provide a link or which links to the Website, and CSBE shall not be responsible for any such information. All links or other references to third parties are provided for the sake of interest or convenience only, and do not represent any endorsement by or affiliation with CSBE.

3.17 Sweepstakes. CSBE may operate sweepstakes or skills contests from time to time at an Event or otherwise. Your participation in any such sweepstakes or contest will be subject to any official rules or other governing agreement regulating participation in such a sweepstakes or contest which are posted at an Event or otherwise on the Website in connection with such a sweepstakes or contest. Exhibitors also may run their own sweepstakes or contests at an Event, and CSBE is not involved with, liable for, or responsible in any way for any such sweepstakes or contest.

3.18 Awards Program. We may offer award program at our Events, which is designed to recognize and celebrate popular small and mid-sized business who have been selected by means of a public vote from entries submitted to us. This program currently offers over twenty categories of

recognition. Any business or entrepreneur who is eligible to use this Website is eligible to participate in this awards program, and CSBE is not obligated to review any entry and may reject any such entry if we learn of any violation of this Agreement by the submitting party or anyone acting on such party's behalf. Without limiting any other provision of this Agreement and for clarity only, each person submitting an entry is fully responsible to ensure that all information provided is accurate, and CSBE is not responsible whatsoever for any information provided to us in connection with or regarding this awards program. All award program "winners" are selected by means of a public vote (for that particular category), so keep in mind that entrants who have a wide following on social media or who have a large contact list will statistically have a greater chance of winning than other businesses with less of a following or a smaller list. Each entry requires the payment of an associated fee to CSBE as well as the submission of required information prior to the stated deadline.

3.19 Special Requests. Any and all special requests made by you, including without limitation a request that we provide you with hearing-impaired interpreters or assistance for sight impaired individuals at an Event, or any similar such requests, must be delivered in writing to CSBE no less than thirty (30) days prior to such Event.

#### 4. COMMERCIAL TRANSACTIONS.

4.1 Purchases. Certain of our products or services, including those geared to Attendees, may be offered for sale by us through the Website, by phone by our representatives, at an Event or otherwise by us. In the event you wish to purchase any of these products or services, you will be asked by CSBE or an authorized third party on CSBE's behalf to supply certain of your PII, including without limitation, your full name, address, telephone number and credit card information. You shall provide CSBE and/or such third party with your accurate, complete and current PII and other information at all times, and you shall comply with the terms and conditions of any additional agreement that you may enter into which governs your purchase of any such product or service. You shall be responsible for all charges incurred through your Account, or otherwise made by you or on your behalf. Please note that fees indicated as the

“PRICE” refer to what CSBE charges for a specific badge option, whereas the fees indicated as the “FEE” refers to registration processing fees charged by Eventbrite.

4.2 Payment. Your right to use any service or product that is available for purchase through the Website, by phone, at an Event or otherwise, is contingent upon your payment in full of the applicable fees indicated for such purchase (collectively, the “Fees”). Each applicable portion of the Fees must be paid in full at the time of purchase or otherwise as directed in writing by CSBE. You may pay any portion of the Fees by Visa, MasterCard, Discover or American Express credit cards. If you select only our free admission option for attending an Event, then you will be registered as an Attendee for such Event free of charge and no Fee will be applied. If any payment made under your Account or otherwise by you or on your behalf cannot be charged to your credit card or if a charge is refunded for any reason, including without limitation by chargeback, we reserve the right to withhold delivery of the products and/or services requested in connection with such failed charge, refund or chargeback, and/or to suspend or terminate your Account, and/or otherwise to stop performing any of our obligations to you.

4.3 No Refunds; All Sales are Final; Waiver of Claims. Except for as expressly set forth in this Agreement, once an Attendee badge has been purchased, there are no refunds provided. Rather, all sales are final. In no event will any portion of the Fees paid by you be returned to you and/or applied as a credit for any future Event. CSBE has the right to cancel your registration to an Event or Events (and, if during an Event, CSBE has the right to have you and/or your representatives removed from such Event) at any time due to your breach (or any a breach by any of your representatives) of any of the provisions of this Agreement, as determined by CSBE in CSBE’s sole discretion. If your registration to an Event is so cancelled by CSBE or if you or your representatives are so removed from any such Event, you shall not receive any refund of any Fees paid by you. Notwithstanding the foregoing, if, however, CSBE cancels an Event not due to the act or omission of a third party, CSBE shall provide you with a full refund of the Fees applicable to such cancellation, minus a registration processing charge of twenty percent (20%) of such Fees. However, CSBE shall not be responsible for any delays, damages, losses, increased costs, or

other unfavorable conditions arising in connection with or related to any delay, rescheduling or cancellation of an Event, and you hereby irrevocably waive all claims arising therefrom.

4.4 Taxes. You shall be responsible for obtaining all licenses, permits and approvals under local, state or federal law which are applicable to your purchase of any products and/or services from CSBE or any person acting on behalf of CSBE, or from any Exhibitor, and for obtaining all tax identification numbers and paying all taxes, license fees and other charges that become due to any governmental authority or any other person in connection with or related to any such products and/or services.

5. NO ENDORSEMENT OR AFFILIATION; RELEASE. CSBE is not affiliated with and does not endorse any Exhibitor or any of the products or services offered by any Exhibitor or advertised or otherwise referenced on the Website or at any Event by any Exhibitor or any other third party, and CSBE does not guarantee the accurateness, validity, effectiveness or use of any such products or services. You hereby release CSBE and each of our members, CSBE, directors, officers, agents, representatives, employees and other personnel (collectively, the "CSBE Parties") from any and all claims, demands, damages (actual and consequential) and other liabilities, of every kind and nature, known and unknown, arising out of or in any way related to, directly or indirectly, your use of the Website and/or your attendance at any Event, including without limitation (a) any act or omission of CSBE, an Exhibitor or any other person in connection with or related to the Website or your participation in any Event, (b) any products or services provided or offered by an Exhibitor or any other person in connection with or related to the Website or your participation in any Event, and (c) any dispute between you and an Exhibitor, or you and any other third party, in connection with or related to your use of the Website or your participation in any Event.

## 6. INTELLECTUAL PROPERTY.

6.1 Proprietary Rights. The Website contains various Content which is protected by the copyright, trademark and other laws of the United States and/or other jurisdictions. As between you and CSBE (a) all right, title and

interest (including without limitation all copyright, trademark, patent, trade secret and other intellectual property rights) in and to the Website (including without limitation all Content appearing on the Website) is owned exclusively by CSBE, and (b) you have no rights in and to the Website other than for (as between you and us) the limited usage rights expressly described in this Agreement. Except for that information which is in the public domain or for which you have been given express written permission by CSBE, no Content may be sold, copied, reproduced, republished, uploaded, displayed, posted, transmitted, distributed, modified, publicly performed, used in any derivative works based thereon or otherwise used for any public or commercial purpose without the prior written consent of CSBE and, where applicable, our licensors, except for as provided in Section 8 hereof.

6.2 Copyright Agent. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe that your work has been copied and posted on the Website in a way that constitutes copyright infringement, please provide our copyright agent with the following information: (a) an electronic or physical signature of the copyright owner or of the person authorized to act on behalf of the owner of the copyright interest, (b) a description of the copyrighted work that you claim has been infringed, (c) a description of where the material that you claim is infringing is located on the Website, (d) your address, telephone number, and e-mail address, (e) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law, and (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Any notification by a copyright owner or a person authorized to act on its behalf that fails to comply with the requirements of the DMCA shall not be considered sufficient notice and shall not be deemed to confer upon CSBE actual knowledge of facts or circumstances from which infringing material or acts are evident. CSBE's copyright agent for notice of claims of copyright infringement can be reached as follows:

Name: Carolina Small BIZ Expo Copyright Agent

Address: 439 Westwood Shopping Center, PMB159, Fayetteville, NC 28314.

Telephone: 910-672-6240

Email: [clientservices@carolinasmbizexpo.com](mailto:clientservices@carolinasmbizexpo.com)

We suggest that you consult your legal advisor before filing a notice with CSBE's copyright agent. You should note that there can be penalties for false claims under the DMCA. CSBE will, in appropriate circumstances and to the extent plausible, terminate the Account of an Attendee who infringes the rights of copyright holders.

6.3 Trademarks. All Trademarks appearing on the Website are the property of their respective owners. CSBE is not affiliated with, or sponsored or endorsed by, any third party trademark owner whose Trademark appears on the Website (unless the opposite is expressly indicated), and CSBE does not sponsor or endorse the owner of any such Trademark. As used herein, the term "Trademarks" means, collectively, all service names, graphics, designs, logos, page headers, button icons, scripts, commercial markings and trade dress appearing on the Website and/or at an Event which indicate a source of any products or services. Trademarks are protected by the trademark laws of the United States and other jurisdictions. You may not use, copy, reproduce, republish, distribute or modify any Trademarks in any way, including without limitation by means of the distribution of Content, without our prior written consent or the consent of a third party Trademark holder, as applicable. In no event may any of the Trademarks be used in any manner that is likely to cause confusion or which causes confusion, or in any manner that disparages or discredits CSBE and/or any Event.

7. REPRESENTATIONS, WARRANTIES AND COVENANTS. Further to any other representation or warranty made by you in this Agreement, you additionally represent and warrant that (a) you have all rights, power and the full legal authority to enter into this Agreement and into any additional applicable agreements with CSBE, on your behalf or on behalf of your employer (if applicable), (b) you have read this Agreement and you shall strictly comply with all of its provisions and with all additional applicable agreements, terms and conditions posted to the Website or otherwise communicated to you by CSBE over the phone, by email, at an Event, or otherwise, (c) you have carefully reviewed the Privacy Policy (as hereinafter defined) and to our information collection, use, storage and



transfer protocols described in such document, (d) you will not use any Content other than as expressly permitted in this Agreement, (e) you grant us the right to use your name, image or likeness in connection with our filming of any Event, (f) you have the full right to grant all rights being granted to CSBE by you under this Agreement, and (g) this Agreement is enforceable against you in accordance with its provisions.

8. LICENSE. You agree not to use, copy, reproduce, distribute, publish, display, perform, modify, create derivative works of, transmit, retransmit, sell, publish, broadcast, circulate, display or in any way exploit any Content (including without limitation any copyrighted material, trademarks, or other proprietary information), in whole or in part, whether by e-mail or by any other means, for any purpose other than for your personal, non-commercial use, and in a manner which does not disparage CSBE and/or any Event and which does not compete with us or any of the Events. However, you may print copies of materials on the Website for your personal, non-commercial use only, provided that you (i) keep intact all copyright, Trademark, and other proprietary notices appearing therein, and(ii) use such materials only in the manner permitted by this Agreement.

9. LINKS. The Website may provide links to other websites (collectively, "Linked Sites"). None of the Linked Sites are under the control of CSBE and CSBE is not responsible for (a) any of the content, advertising, services, products, or other materials on any Linked Site, (b) any changes or updates to any Linked Site or the availability of any Linked Site, (c) any form of transmission received from any Linked Site or the owners of any Linked Site whatsoever, including without limitation any viruses, malware, or the like, or (d) any transaction you may execute using any Linked Site or otherwise any relationship you may have with a third party by means of any Linked Site. CSBE is providing links to Linked Sites to you only as a convenience, and the inclusion of any link on the Website does not imply an endorsement by CSBE of any Linked Site or any association with any of its operators, owners, products or services, or an endorsement of CSBE by the operator or owner of any Linked Site. CSBE is not responsible or liable, directly or indirectly, in any manner for any damage or loss caused or alleged to be caused by, or in connection with or related to, the use of or reliance on any content, advertising, services, products, or other materials on or available from any Linked Site. Your activity on any Linked Site shall

be regulated by the policies and procedures of the operator or owner of such Linked Site, and not by the provisions of this Agreement or the Privacy Policy.

10. DISCLAIMER OF WARRANTIES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE AND AGREE TO EACH OF THE PROVISIONS SET FORTH IN THIS SECTIONS 10 AND IN SECTION 11:

10.1 YOUR SOLE RISK. YOUR USE OF THE WEBSITE AND YOUR ATTENDANCE AT EACH EVENT IS AT YOUR SOLE RISK. THE WEBSITE AND EACH EVENT IS PROVIDED "AS IS", "WHERE IS", AND "AS AVAILABLE", AND NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THROUGH THE WEBSITE AND/OR AT ANY EVENT SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. NONE OF THE CSBE PARTIES ASSUMES ANY RESPONSIBILITY (OR SHALL BE LIABLE OR OTHERWISE RESPONSIBLE) FOR YOUR ATTENDANCE AT ANY EVENT OR FOR YOUR USE OF THE WEBSITE INCLUDING WITHOUT LIMITATION ANY CONTENT, OTHER MATERIALS, PRODUCTS OR SERVICES, AND NONE OF THE CSBE PARTIES MAKES ANY PROMISES, GUARANTEES, PREDICTIONS OF SUCCESS OR ANY CLAIMS TO SPECIAL EXPERIENCE, INSIGHT, OR EXPERTISE IN CONNECTION WITH THE WEBSITE OR ANY EVENT.

10.2 NO RELIANCE ON INFORMATION OR INTERACTIONS. WITHOUT LIMITING ANY OF THE FOREGOING, NO INFORMATION OBTAINED FROM CSBE OR ANY THIRD PARTY THROUGH THE WEBSITE OR AT ANY EVENT, WHETHER PROVIDED ORALLY OR IN WRITING, SHALL CREATE ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY THAT (A) YOUR ATTENDANCE AT SUCH EVENT, YOUR USE OF THE WEBSITE OR OTHERWISE YOUR RELIANCE ON OR OTHER USE OF ANY SUCH INFORMATION WILL MEET YOUR REQUIREMENTS OR OTHERWISE BE SUCCESSFUL, (B) YOUR ATTENDANCE AT ANY EVENT OR YOUR USE OF THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERRORS OR OMISSIONS, (C) SUCH INFORMATION WILL BE ACCURATE, RELIABLE, COMPLETE OR CURRENT, (D) DEFECTS IN THE OPERATION OF ANY EVENT OR THE FUNCTIONALITY OF ANY PORTION OF THE WEBSITE WILL BE CORRECTED OR UPDATED, (E) DESCRIPTIONS

OF PRODUCTS AND/OR SERVICES OFFERED BY US ON BEHALF OF ANY EXHIBITORS OR SPONSORS WILL BE ACCURATE OR CORRECT, AND (F) ANY CSBE PARTY IS IN ANY WAY LIABLE FOR ANY LOSS OR DAMAGE WHATSOEVER THAT MAY DIRECTLY OR INDIRECTLY RESULT FROM OR BE RELATED TO YOUR ATTENDANCE AT ANY EVENT OR YOUR USE OF THE WEBSITE. SPECIFICALLY, EXHIBITORS OR OTHER THIRD PARTIES WITH WHOM YOU INTERACT THROUGH THE WEBSITE OR AT ANY EVENT (FOR EXAMPLE, WHO TEACH CLASSES OR CONDUCT WORKSHOPS, INTERVIEWS, PANEL DISCUSSIONS, CLASSES, OR AUDITIONS OR PERFORM OTHER ACTIVITIES, SUCH AS JUDGING OR PROVIDING REVIEWS), DO SO EXCLUSIVELY ON THEIR OWN BEHALF AND NONE OF THE CSBE PARTIES ARE OR SHALL BE RESPONSIBLE FOR ANY LIABILITY ARISING OUT OF OR RELATED TO YOUR INTERACTION WITH ANY SUCH THIRD PARTIES OR WITH ANY OTHER PERSON WITH WHOM YOU INTERACT EITHER THROUGH THE WEBSITE OR AT ANY EVENT (OR OTHERWISE IN CONNECTION WITH ANY EVENT).

10.3 YOUR SOLE LIABILITY; RELEASE. NONE OF THE CSBE PARTIES SHALL HAVE ANY LIABILITY, OBLIGATION OR RESPONSIBILITY TO YOU OR ANY OTHER PERSON FOR ANY LOSS, DAMAGE, OR ADVERSE CONSEQUENCE ALLEGED TO HAVE HAPPENED OR WHICH HAS HAPPENED, DIRECTLY OR INDIRECTLY, THROUGH YOUR USE OF THE WEBSITE AND/OR YOUR ATTENDANCE AT ANY EVENT (OR OTHERWISE IN CONNECTION WITH ANY EVENT). SPECIFICALLY, EACH OF THE CSBE PARTIES DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE IN CONNECTION WITH YOUR USE OF THE WEBSITE AND/OR YOUR ATTENDANCE AT ANY EVENT. AS BETWEEN YOU AND THE CSBE PARTIES, YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGES, LOSSES, LIABILITIES OR NEGATIVE CONSEQUENCES RESULTING FROM OR RELATED TO YOUR USE OF THE WEBSITE AND/OR YOUR ATTENDANCE AT ANY EVENT. YOU FURTHER HEREBY EXPRESSLY RELEASE EACH OF THE CSBE PARTIES FROM ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO YOUR USE OF THE WEBSITE AND/OR YOUR ATTENDANCE AT ANY EVENT.

11. LIMITATION OF LIABILITY.

11.1 LIMITED LIABILITY AND DAMAGES. IN NO EVENT SHALL ANY OF THE CSBE PARTIES BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE WEBSITE AND/OR ANY EVENT, OR ANY PRODUCTS AND/OR SERVICES ACQUIRED THROUGH THE WEBSITE OR IN CONNECTION WITH ANY EVENT, WHETHER OR NOT CSBE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2 CAP ON LIABILITY. IN NO EVENT SHALL THE CSBE PARTIES' AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY IN ANY CIRCUMSTANCE ARISING OUT OF OR RELATED TO, DIRECTLY OR INDIRECTLY, YOUR USE OF THE WEBSITE AND/OR YOUR ATTENDANCE AT ANY EVENT, INCLUDING WITHOUT LIMITATION YOUR INTERACTION WITH ANY EXHIBITOR, EXCEED THE LESSER OF (A) THE VALUE PAID BY YOU FOR THE GOODS AND/OR SERVICES WHICH DIRECTLY GIVE RISE TO SUCH A CLAIM, IF APPLICABLE, OR (B) ONE THOUSAND DOLLARS (\$1,000.00).

11.3 EXCEPTIONS. THE LIMITATIONS ON THE LIABILITY OF ALL OF THE CSBE PARTIES IN THIS SECTION 11 SHALL APPLY WHETHER OR NOT ANY OF THE CSBE PARTIES HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY LIABILITY, LOSSES OR DAMAGES ARISING IN CONNECTION WITH OR RELATED TO THE WEBSITE AND/OR ANY EVENT. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN SECTION 10 ABOVE OR IN THIS SECTION 11 MAY NOT APPLY TO YOU.

12. INDEMNITY. Notwithstanding anything to the contrary in this Agreement, you hereby agree to indemnify, defend and hold each of the CSBE Parties harmless from and against any and all claims, demands, actions, losses, expenses, damages (actual and consequential, direct and indirect) and liabilities of every kind and nature, and all related costs and expenses thereof (including without limitation reasonable attorneys' fees and disbursements), arising out or related to (a) any breach by you (or any person acting on your behalf) of any representation, warranty or covenant

made by you (or obligation undertaken by you) in this Agreement or in any further agreement executed by you with CSBE (if applicable), (b) any act or omission by you (or any person acting on your behalf), (c) your use of the Website and/or your attendance at any Event, (d) your negligence or misconduct, or (e) your violation of any law, regulation or rule. If your indemnification obligations under this Section 12 are invoked by any CSBE Party, such CSBE Party shall endeavor to reasonably cooperate with you and shall at all times have the right fully to participate in such CSBE Party's defense with such CSBE Party's own counsel at its own expense. You shall not enter into any settlement which imposes any liability or obligation on any of the CSBE Parties or which contains any admission or acknowledgment of wrongdoing (whether in tort or otherwise) without each such CSBE Party's prior written consent.

13. **THIRD PARTIES.** Your participation, correspondence or business dealings with any third party found on or through the Website or resulting from any introduction or other contact made at any Event, in general or specifically regarding payment and delivery of any specific goods and/or services, and any other terms, conditions, representations or warranties associated with any such dealings, are solely between you and such third party. You agree that none of the CSBE Parties shall be liable or otherwise responsible for any loss, damage, or other matters of any sort incurred as the result of or related to any such dealings.

14. **NO AGENCY.** No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created between you and CSBE by this Agreement or otherwise.

15. **PRIVACY.** CSBE views the protection of your privacy as an important responsibility. The terms regulating the handling of your PII and other information submitted by you in connection with the Website or any Event is described in our Privacy Policy, which can be found at [www.carolinasmbizexpo.com/privacy-policy/](http://www.carolinasmbizexpo.com/privacy-policy/) (the "Privacy Policy"). By using the Website or otherwise by submitting your PII or other information to us, you consent to the collection and use of your PII and other information by us as described in the Privacy Policy.

16. NOTICES. All notices hereunder shall be provided by certified mail, postage prepaid and return receipt requested, to: Film, PrimeTime Consulting Group, INC. 439 Westwood Shopping Center, PMB159, Fayetteville, NC 28314, and to an Attendee at the address listed in such Attendee's registrant profile (if an address is provided) and by electronic mail (if we have such an email address for such Attendee). Notice shall be deemed given three (3) days after the date of the mailing or upon receipt by email.

17. GOVERNING LAW; ARBITRATION; LEGAL FEES; NO CLASS CLAIMS; EQUITABLE RELIEF.

17.1 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina, excluding North Carolina's choice-of-law in Business Contracts, and all claims arising out of or relating to your use of the Website, your attendance at any Event, contacts between you and us, this Agreement and/or any other understanding or arrangement between you and CSBE or any of the other CSBE Parties, or the breach of any thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of North Carolina, excluding North Carolina's choice-of-law in Business Contracts.

17.2 Arbitration; Legal Fees; No Jury Trial; NO CLASS CLAIMS. Any dispute with you or any person acting on your behalf (if applicable) which arises out of or is related to your use of the Website, your attendance at any Event, this Agreement, and/or any other understanding or arrangement between you and CSBE or any of the other CSBE Parties, including without limitation regarding any breach of this Agreement, any contacts between you and CSBE (including, but not limited to, email, telephone calls, and text messages), or any other such other understanding or arrangement (the "Potential Claims"), shall be finally resolved by binding arbitration administered by a private professional arbitrator and the Commercial Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. You and CSBE are expressly waiving any rights to a jury trial pertaining to the Potential Claims. The arbitration will be conducted in the

City of Fayetteville , State of North Carolina, by an arbitrator with applicable industry expertise in the field of event management services, who shall be named in accordance with such rules. The award of the arbitrator shall be final and binding on you and CSBE, and shall be accompanied by a statement of the reasons upon which the award is based, and such statement as well as all information concerning such arbitration proceedings including without limitation all evidence and materials submitted by you and CSBE and any decision rendered shall be deemed to be the confidential information of CSBE and shall not be made public by you or any person acting on your behalf or for your interest (and any submission made to any court as part of such a proceeding shall be made under seal). If the party initiating such a proceeding does not prevail regarding a material part of its claim, then the initiating party shall pay the responding party's costs and expenses, including but not limited to reasonable attorneys' fees and costs as well as the costs for any counter claim asserted by the responding party. NO ARBITRATION OR CLAIM UNDER THIS AGREEMENT SHALL BE JOINED TO ANY OTHER ARBITRATION OR CLAIM, AND NO CLASS ARBITRATION PROCEEDINGS SHALL BE PERMITTED. Notwithstanding the foregoing, either you or CSBE may apply to any federal or state court sitting in Cumberland County and State of North Carolina for injunctive relief or enforcement of this arbitration provision, without breach of this arbitration provision, and you and CSBE each submits to the exclusive jurisdiction of such courts for such purpose. You and CSBE each expressly waives any claim of improper venue and any claim that such courts are an inconvenient forum.

17.3 Equitable Relief. You agree that it would be impossible or inadequate to measure and calculate CSBE's damages from any breach of certain of the representations, warranties or covenants made, or obligations undertaken, by you in this Agreement. Accordingly, you agree that CSBE shall have the right to obtain an immediate injunction enjoining any breach or threatened breach of any your obligations under this Agreement which CSBE in its sole discretion believes will cause damage to any of the CSBE Parties, without having to post a bond or other security, and to specific performance of any such provision of this Agreement. The remedies of CSBE in connection with this Section 17.3 shall be in addition to, and not in limitation of, any other remedies to which CSBE may be entitled under this Agreement or otherwise at law or in equity. If CSBE prevails in any such proceeding, CSBE

shall have the right to recover from you the costs and expenses thereof, including without limitation for reasonable attorneys' fees. For purpose of this Section 17.3, you agree to the personal and exclusive jurisdiction by and venue of any federal or state court sitting in Cumberland County and State of North Carolina for CSBE's pursuit of such relief, without breach of the above arbitration provision, and you and CSBE submit to the exclusive jurisdiction of such courts for such purpose, and to receive service of process through certified mail or by other means sanctioned by law, and you expressly waive any claim of improper venue and any claim that such courts are an inconvenient forum.

**18. TIMELY FILING OF CLAIMS;. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO YOUR USE OF THE WEBSITE OR ATTENDANCE AT ANY EVENT, OR ANY CONTACTS BETWEEN CSBE AND YOU (INCLUDING, BUT NOT LIMITED TO, TEXT MESSAGES, CALLS, OR EMAILS) OR OTHERWISE THIS AGREEMENT, MUST BE FILED BY YOU PURSUANT TO SECTION 17.2 ABOVE WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR IS CLAIMED TO HAVE ARISEN.**

**19. ASSIGNMENT.** You shall not sell, assign or otherwise transfer any of your rights or obligations under this Agreement, without CSBE's prior written consent (to be provided or denied in our sole discretion). This Agreement may be automatically assigned by CSBE, in our sole discretion, to a third party, and such an assignment shall inure to the benefit of such third party or otherwise to our successors, assigns and/or licensees. Without limitation of the foregoing, we may sell, transfer or otherwise share some or all of our assets, including without limitation your PII, with any parent company, subsidiary, joint venture, or any company under our common control, as well as with a potential acquirer, in connection with a merger, reorganization, or sale of assets, or in the event of bankruptcy. In each such an event, the PII we have collected from you may be one of the assets so transferred.

**20. COVID WAIVER.** You acknowledge that there is no way for us to fully protect you against exposure and/or infections of Coronavirus/COVID-19 including each of its known and future strains (collectively, "COVID") related to your participation at one of our Events. By attending an Event,



you affirm that you are not infected with COVID, and that you have complied with all current CDC guidelines recommended of persons who attend public events, and that you hereby fully release us from all liability related to any COVID-related claim.

21. **VALIDITY; WAIVER.** If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of the other provisions of this Agreement, which shall remain in full force and effect, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If, moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law as it shall then appear. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to a subsequent or similar breach or subsequent or similar breaches. If CSBE does not exercise or enforce any legal right or remedy which is contained in this Agreement (or which CSBE has the benefit of exercising or enforcing under any applicable law), such non-exercise or non-enforcement shall not be taken to be a formal waiver of CSBE's rights or remedies, and all such rights or remedies shall still be available to CSBE.

22. **GENERAL.** Section headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of any such section. This Agreement and any additional applicable agreement between you and us sets forth the entire understanding and agreement between us with respect to the subject matter hereof. The provisions of this Agreement will survive termination or expiration to the extent necessary to carry out the intentions of you and us.

23. **CONTACT US.** If you have any questions or concerns regarding the Website or any of our Events, please contact us by e-mail: [clientservices@carolinasmbizexpo.com](mailto:clientservices@carolinasmbizexpo.com) or write to us at PrimeTime Consulting Group, INC., 439 Westwood Shopping Center, PMB159, Fayetteville, NC 28314.