

Your service order is subject to the following additional terms and information. Please read them carefully and call us at (877) 452-8487 if you have any questions.

## Part 1 of 2

### Terms & Information Applicable to all Service Orders

#### 1. Payments

- a. PAYMENT AND CREDIT CARD INFORMATION FOR SERVICE MUST ACCOMPANY SERVICE ORDER. Date payment is received shall determine the applicable rate.
  - b. To qualify for advance rates, service order must be received 15 days prior to the event opening date.
  - c. If third party billing is required, the order must include the names and addresses of the exhibitor and the contractor. The party placing the order is primarily responsible for all charges, whether incurred by a contractor or by an exhibitor.
  - d. For ordering with check payment, please contact accounts receivable at (212)216-2600.
  - e. Make checks payable to the Jacob K. Javits Convention Center. Please send checks to: Jacob K. Javits Convention Center, Accounts Receivable Department, 655 West 34th Street New York, NY 10001-1188
  - f. Credit cards must be valid at time order is submitted and through the period ending 15 days after close of your event.
  - g. Credit Card charges are limited to \$25,000 per order/invoice. Any order exceeding \$25,000 must be paid by check or wire. Any balance due now, during or at the end of the show that does not exceed \$25,000 will be billed directly to the credit card on file.
  - h. If paying by wire transfer, please contact [receivables@javitscenter.com](mailto:receivables@javitscenter.com) for instructions.
  - i. Labor and material charges may be applied for relocations of lines and/or equipment if location is not indicated on the order or if customer desires locations different from the locations shown on the order.
  - j. State and Local taxes will be added to taxable items.
  - k. Credit will not be given for service and/or equipment installed and not used.
  - l. Claims will not be considered unless filed by Customer at the Jacob K. Javits Convention Center (referred to hereafter as "JKJCC" or "NYCCOC") Service Desk prior to close of the event. Non-receipt of service must be reported to the JKJCC Service Desk prior to close of the day for verification and consideration. Follow-up questions after close of the event should be directed to Accounts Receivable at [receivables@javitscenter.com](mailto:receivables@javitscenter.com).
  - m. Unpaid balances are subject to a charge of \$25.00 for balances of less than \$500.00 and \$50.00 for balances of \$500.00 or more.
  - n. Returned checks will be subject to a \$50.00 fee plus forfeiture of the discount rate for all services ordered.
2. All prices are per day unless stated otherwise on a service order.
  3. Booth Number(s) and Meeting Rooms must be identified on the Order.
  4. Desired location of equipment, connections, power and service must be designated on the Order. Booth diagrams are required for Electrical, Voltage, Sound, Video, Technology services (Internet, VLAN, Phones etc.), Booth Security, In-Booth Camera, Plumbing and, if requested, Cleaning Services.
  5. Installation & Removal Work: With limited exceptions, no one other than JKJCC-designated personnel can install or remove exhibitor-owned equipment or install, remove or perform the services you are ordering or make electrical and other connections or install/remove equipment, cable, fixtures or related materials for the services you are ordering. Please consult Event Management or JKJCC personnel for additional information and please read the "Operational Policies" on our website at <http://www.javitscenter.com/plan/policies/>.
  6. Permanent building utility outlets are not part of booth space and are not to be used by exhibitors.
  7. Unless otherwise directed, JKJCC personnel are authorized to cut floor coverings to permit installation of service.
  8. JKJCC is not responsible for voltage fluctuations, power failures or interruptions of service.
  9. Equipment & Materials:
    - a. Unless otherwise noted, all material and equipment furnished and/or installed by JKJCC for services shall remain the property of JKJCC and shall be removed by JKJCC at the close of the event. Please consult Event Management or the JKJCC Service Desk for additional information
    - b. When applicable (e.g. certain technology services), Customer must pick up equipment, instructions and related materials at the JKJCC Electrical

Service Desk and return them to the JKJCC Electrical Service Desk prior to leaving the facility at the end of the event.

- c. Customer shall be liable for any loss or damage to equipment owned by JKJCC arising from Customer's negligence, intentional act, unauthorized maintenance, failure to return equipment or other cause within the reasonable control of Customer, its representatives, employees, agents, or invitees. In the event of any loss or damage to the equipment for which Customer is liable, Customer shall reimburse JKJCC for the reasonable cost of repair or replacement. This includes, but is not limited to, replacement costs as determined by JKJCC for failing to return technology equipment to the JKJCC Electrical Service Desk prior to leaving the facility at the end of the event.

10. We collect your contact information (including your e-mail address) when you use Jake. We may use that information to send you updates and information relating to our services. We will not sell or otherwise disclose your contact information for commercial purposes without your knowledge or consent. Our Privacy Policy is available at [www.javitscenter.com](http://www.javitscenter.com).

#### 11. Limitation of Liability:

- a. JKJCC shall not be liable for, delays, failure to perform, damage, destruction, malfunction of Services and/or Equipment, loss, theft, property, bodily injury or death or any consequences of the above, caused, occasioned or due to fire, flood, water, the elements, labor disputes or shortages, utility curtailments, power failure, explosions, civil disturbances, government regulatory requirements, acts of God or public enemy, war, military or government requisition, shortages of equipment or supplies, unavailability of transportation, criminal conduct and acts or omissions of anyone other than JKJCC, its representatives, agents or employees, or any other cause beyond JKJCC's reasonable control.
- b. In all situations involving performance or non-performance of Services and/or Equipment or related programs furnished under this Agreement, the Customer's sole and exclusive remedy and JKJCC's sole and exclusive liability will be: (i) the adjustment or repair of JKJCC's Equipment or replacement of its parts by JKJCC or, at JKJCC's option, replacement of the Equipment or correction of the programming or other errors, or (ii) if, after reasonable efforts, JKJCC is unable to provide the Service, install the Equipment or replacement Equipment in good working order, or to restore the same to good working order, or to make programming operate, the Customer shall be entitled to terminate this Agreement and receive a refund equal to the total amount paid by Customer to date for the service.
- c. IN NO EVENT SHALL JKJCC BE LIABLE TO THE CUSTOMER OR TO ANY OTHER PARTY FOR SPECIAL, COLLATERAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. SUCH EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE OR INTERRUPTION OF BUSINESS, OR OTHER CONSEQUENTIAL OR INDIRECT ECONOMIC LOSS.
- d. For Security Services, please see additional Limitations of Liability in Part 2 below.

11. Indemnification: Customer hereby assumes liability for and agrees to indemnify, protect, and hold wholly harmless JKJCC (a.k.a. the New York Convention Center Operating Corporation) as well as the State of New York, the New York Convention Center Development Corporation, the New York State Urban Development Corporation d/b/a Empire State Development, the Triborough Bridge and Tunnel Authority and their respective boards of directors, officers, agents and employees and any and all successors and assigns ("Indemnitees") from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs, and expenses, including reasonable attorney's fees in contract, in tort or otherwise, which result from or arise out of negligence or wrongful acts, or wrongful use of the Equipment or the Services, by the Customer or its representatives, agents, employees, or invitees.

12. Assignment: JKJCC shall have the right to assign its interest under this Agreement to any other party subsequently providing equipment and/or services to the Center.

13. Entire Agreement: This Agreement and any attached or referenced supplement(s) shall constitute the entire agreement between the parties hereto and supersedes all prior oral or written discussions or agreements. This Agreement may be amended only by a written agreement executed by both parties.

14. Applicable Law, Jurisdiction & Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of New York. With respect to any suit, action or proceeding relating to this Agreement, Customer hereby irrevocably submits to the exclusive jurisdiction of the courts of the State of New York and of the United States District Court for the

Southern District of New York. The parties designate New York County as the exclusive place of venue.

**15. TIPPING IS NOT PERMITTED. ANY REQUESTS FROM PERSONNEL FOR GRATUITIES SHOULD BE IMMEDIATELY REPORTED TO JKJCC MANAGEMENT.**

## Part 2 of 2

### Terms and Information Applicable to the Service(s) You Ordered

#### Electrical (including Voltage, Sound and Video Equipment)

1. Incomplete information regarding hook-up or power requirement will delay processing.
2. Use of open clip sockets, latex or lamp cord wire and duplex or triplex attachment plugs in exhibits is prohibited.
3. Exhibitors' cords must be of the three-wired type. All exposed non-current-carrying metal parts of fixed equipment, which are liable to be energized, shall be grounded.
4. All electrical equipment must be properly tagged and wired with complete information as to type of current, voltage, phase, cycle, horsepower, etc.
5. Electrical power for lights and displays will be turned on one hour prior to event opening and turned off at event closing (unless 24 hour power has been purchased which is an additional 25% over published rates).
6. All electrical service connections (110V) must include one female outlet unless a multibox or 8 outlet Plug-in strip is ordered.
7. 110 volt Electric Service Connections ( Lights, Computers & Small Appliances) - labor not included. For labor rates, please see Price by Event on Jake.
8. 110 volt Electric Equipment Connections (One Dedicated Line for Heavy Duty Service ONLY - No Multiple Connections Allowed) - labor not included. For labor rates, please see Price by Event on Jake. Add 25% for 24 hour service.
9. Labor is billed in ½ hour increments.
10. Manlifts: for rates, please see Price by Event on Jake.
11. Electrical Power & Multibox/Plug-in Strip Connections.
  - a. Multibox/ Plug-in strip is an extension cord only and requires Electrical Wattage purchase.
  - b. All JKJCC electrical watts are SINGLE connection items. See Electrical Order Form on Jake for more details.
  - c. When ordering Electrical Service and requesting a Multibox or a Plug-in Strip, please note that it is a Fire Hazard to:
    - connect more than one Multibox or Plug in Strip to a single connection;
    - connect a Multibox into another Multibox or a Plug in Strip; and
    - connect a Plug in Strip into another Plug in Strip.
  - d. Here are some examples of how to order a Multibox or Plug in Strip:
    - If you order one 500 Watt service, you may order: one Multibox or one Plug-in Strip;
    - If you order two 500 Watt service, you may order two Multiboxes or two Plug-in Strips or one Multibox with one Plug-in Strip;
    - If you order one 500 Watt and one 1000 Watt service, you may order: two Multiboxes or two Plug-in Strips or one Multibox with one Plug-in Strip.
12. Voltage: Prices include labor to install & remove service to the JKJCC disconnect point. Additional labor will be required to hook-up of exhibitor equipment. (For labor rates, please see Price by Event on Jake) Add 25% to price(s) for 24 hour service.
13. Sound Equipment: All Microphones & Sound Systems include power. Prices are per day unless indicated otherwise. Labor billed separately. (For labor rates, please see Price by Event on Jake). All sound system installations require a minimum of a half-hour installation and dismantle time by JKJCC personnel.
  - Microphones can be used with house sound systems (available in halls 1A, D, E and 3D and 1A, B, C, D and E meeting rooms) and on portable systems (please add comments on order or call (212)216-2645).
  - Where applicable, please specify podium, table or floor stand.
14. Video Equipment: Prices are per day and do not include labor for installation, dismantling or power (For labor rates, please see Price by Event on Jake).
15. Cable TV Drop includes 100 News & Sports Channels. TV not included.
16. For restrictions on installation of Exhibitor owned equipment, please see Part 1 above.
17. If you require assistance, please call (212) 216 - 2645.
18. Quotes for additional Audio, Video, Lighting, Truss and Motors are available upon request by calling (212)216-2645.

#### Cleaning

1. The Environmental Solutions Department is the exclusive provider of cleaning and janitorial services within the Javits Center. Members of the Environmental Solutions Department perform all cleaning tasks including vacuuming,

sweeping, mopping, shampooing and trash removal in exhibit spaces and on the event floor. Charges for all services will be based on an exhibit space minimum of 100 square feet. Note: the general contractor for your event can provide booth wastebaskets.

2. Examples of Cleaning Services offered by JKJCC include:

- a. Event Days Cleaning - includes: (i) vacuuming of carpeted areas (ii) sweeping of floor covering other than carpeted surfaces, and (iii) wastebasket and trash receptacle emptying.

Notes:

- Services will be performed on designated event days after the event closes for the day.

- PROTECTIVE PLASTIC CARPET COVERING AND OTHER OBSTRUCTIONS ON THE CARPET MUST BE REMOVED BEFORE CLEANING CAN BE PERFORMED

- b. Periodic Porter Service - a Porter will report to a booth to empty wastebaskets and sweep once every 2 hours (vacuuming not included). Performed during event hours ONLY. Refusal of service will not be rescheduled or refunded. (Booths of 3500 sq. ft. and over must order Custom Porter Service).

- c. Custom Porter Service - a Porter is assigned to stay in the booth. Service includes emptying of wastebaskets and sweeping (vacuuming not included). This service is billed at an hourly rate with a 2 hour minimum and is performed during event hours ONLY. Customer is required to supply hours requested in writing. Refusal of service will not be rescheduled or refunded.

- d. Stripping and Waxing of Floors - this is a two-step process that requires 5 days advance notice. The work can only be performed when the booth number is marked on the floor. Nothing can be on the floor while the service is being performed and for 4 hours after the wax is applied. The work is to be performed on straight time unless otherwise agreed to by the exhibitor. JKJCC is not responsible for floor blemishes or residual glue/tape that could not be removed during the process.

2. Booth square footage is subject to verification by event management.

3. Disposal of hazardous waste on JKJCC premises is illegal.

#### Plumbing

1. The Plumbing Solutions Department is the exclusive provider of plumbing services. All installation and dismantling of plumbing services require JKJCC labor. The minimum labor charge is one hour with additional time charged in half-hour increments. For labor rates, please see Price by Event on Jake. Add 25% to air and water outlet rates for 24 hour service. Plumbing floor plans should accompany all plumbing orders.

2. JKJCC plumbing labor is available for plumbing work and repairs not listed in Jake on a time and material basis. For labor rates, please see Price by Event on Jake..

3. If your booth is in exhibit halls 1D, 1E or the River Pavilion, please call us at 1-877-452-8487 before ordering. Plumbing services in those areas is extremely limited.

4. JKJCC can provide specialty bottled gases which will include supply, delivery, storage and hook-up to equipment. Call us at 1-877-452-8487 before ordering for a price quote. Order and payment must be received 30 days prior to event opening.

5. If your equipment has strict tolerances for water or air temperature, pressure or cleanliness, please provide your own regulating devices and filters. JKJCC's utility operating ranges are not as precise as some specialized facilities.

6. Compressed air and water for booths is normally turned on one hour before event opening and off at event close.

7. Special equipment requiring proprietary vendor engineering for assembly, servicing, preparatory work and operation may be executed without JKJCC personnel.

8. Please note that portable air compressors are not permitted.

9. All equipment using water must have properly tagged inlets and outlets..

10. Service outlet size will be determined by the volume required.

**Technology Services (including Internet, VLAN's, Telephones, In-Booth Camera/Video etc.)**

1. Phones for Booths & Meeting Rooms
  - a. All rentals are for the duration of the event. Usage charges are extra (described below) unless otherwise indicated.
  - b. Prices for phones include labor unless indicated otherwise. If additional labor charges are required, they will be charged in half-hour increments. For labor rates, please see Price by Event on Jake.
  - c. Please see Part 1 above regarding failure to return equipment.
  - d. Calling Charges: Customer is responsible for all calling charges made on the hardwire line or lines they order. This includes local calls, 800/888 calls, long distance calls (see below), directory assistance calls and international calls.
  - e. Long Distance: Long distance interexchange service will be provided by JKJCC. All arrangements for long distance interexchange service shall be made directly between customer and JKJCC. Billing for such services is processed by JKJCC. Billing or other questions related to long distance services should be directed to JKJCC at (212) 216-5432.
2. Internet
  - a. Prices listed are for 4 day service. For other time periods, please call (212)216-5432 for a quote. Prices include labor. If additional labor charges are required, they will be charged in half-hour increments. For labor rates, please see Price by Event on Jake.
  - b. Certain services may require Internet connectivity of a specific bandwidth. It is the Customer's responsibility to identify and communicate to JKJCC the required bandwidth.
  - c. 1 IP address = 1 Terminal on network.
  - d. Internet equipment must be picked up on site at the JKJCC Electrical Service Desk. Please see Part 1 above regarding failure to return equipment.
  - e. Please contact us for questions and suggestions regarding your bandwidth needs.
  - f. JKJCC does not guarantee Internet speed beyond the hand-off point provided to the customer and is not responsible for diminution of performance due to the customer's equipment and/or configuration.
  - g. Wi-Fi and Internet service is also subject to the "Terms of Use" and "Privacy Policy" in the Appendix.
3. In-Booth Camera/Video:
  - a. This service provides live-streaming footage of your booth - enabling you to assess sales activity, product placement, view customer interest, etc. The discrete camera design works seamlessly into your booth. The corresponding downloadable mobile app gives you 24 hour access to booth activity at your fingertips. With the in-booth camera, you're always at your booth, even from afar.
  - b. Package includes: 1 Palm-sized, mountable 2 Megapixel HDTV camera; Mobile app set-up with Wi-Fi connection for one device and 24 hour monitoring up to four days
  - c. Customer must notify JKJCC of early move-out so that camera can be removed in a timely manner.
  - d. Prices listed are for 4 day service. For other time periods, please call (212)216-5432 for quotes.
  - e. Customer acknowledges and agrees that this agreement does not create an obligation for JKJCC to provide surveillance or security. JKJCC assumes no responsibility for theft or other criminal activity or for damage or loss occurring in a booth equipped with this equipment and service, whether or not the equipment and service is operating properly. Customer is solely responsible for the complete security of the booth and for safeguarding the booth as well as the people and property within.
  - f. Recorded footage will be available from when the camera is activated and for 7 days from event end date.

**Event / Booth Security**

1. Event Security Services consist of patrolling, surveillance, security guards with supervision, two way radios for event management with direct connect to JKJCC Security & Event Solutions Department, canine teams during event days as well as other services described in the order. Services will be performed by JKJCC's personnel who will be equipped in a manner deemed appropriate by JKJCC to perform the services. Event security services will be provided for all licensed space and, if requested, loading docks, common areas, storage areas and others as directed.
2. Booth Security Services shall consist of the services described in the order.
3. Miscellaneous
  - a. JKJCC is responsible for the hiring, supervision, scheduling and compensation of the personnel performing such services.

- b. Event Security: this agreement does not alter Customer's obligations under other agreements it has with NYCCOC for event security nor does it diminish Customer's security obligations and liabilities.
  - c. Booth Security: this agreement does not alter Customer's obligations under other agreements it has with NYCCOC and the Event Manager for security nor does it diminish Customer's and/or the Event Manager's security obligations and liabilities.
4. Limitation of Liability (in addition to the Limitations of Liability in Part 1)
    - a. Customer acknowledges and agrees that JKJCC makes no guarantee, expressed or implied that the Security Services supplied will avert or prevent occurrences or losses. Customer further acknowledges and agrees that it has the sole responsibility to determine its security requirements and JKJCC shall have no liability to Customer or any third party for claims that Security Services were inadequate. Customer will indemnify and hold harmless JKJCC from and against such third party claims.
      - b. Customer agrees that JKJCC is providing services under this agreement for the Customer only. JKJCC shall not be liable in any manner to any person or entity not a party to this agreement for any reason.
  5. Termination: Either party may terminate this agreement prior to the event upon 15 days advance notice to the other. Upon termination, JKJCC will refund any payments made by Customer after deducting expenses incurred by JKJCC in preparing to provide services under this agreement.
  6. Relationship of the Parties: The relationship of JKJCC to Customer is that of an independent contractor for purposes of this security agreement. Nothing contained in this agreement is intended to create, or does create, a partnership, joint venture, employment, agency or bailor and bailee relationship between the parties hereto.

**Appendix - Part I**

**AGREEMENT FOR USE OF Wi-Fi and INTERNET SERVICES**

Your order for Wi-Fi and/or Internet service is subject to these terms as well as the terms of your service order. Please read carefully before using the services.

**General**

This Agreement governs the relationship between you ("You" or "Customer") and the New York Convention Center Operating Corporation ("NYCCOC"), which owns and operates the "Wi-Fi" and/or Internet services (hereafter "Services") you have ordered from the Jacob K. Javits Convention Center of New York (the "Center"). This Agreement applies to the services, software applications, networks and hardware associated with the services. By using the Services, you agree to comply with this Agreement and to remain responsible for its users.

**Acceptable Use**

You may not use the Services to engage in activity:

- 1) that is unlawful or in violation of any legal requirement including, but not limited to, laws relating to the protection of minors
- 2) that is threatening, abusive, harassing, tortious, defamatory, obscene, libelous, invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable; harmful of any person in any way
- 3) discloses proprietary or confidential information you do not have a right to make available under any law or under contractual or fiduciary relationships;
- 4) that infringes any patent, trademark, trade secret, copyright or other intellectual and/or proprietary rights of any party including but not limited to the unauthorized copying, downloading, streaming of third party content;
- 5) that constitutes unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation; or
- 6) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any network or any computer software or hardware or telecommunications equipment;
- 7) impersonates any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; forge headers or otherwise manipulates identifiers in order to disguise the origin of any material transmitted through the Services;
- 8) disrupts the normal flow of dialogue through the Services, causes a screen to "scroll" faster than other users of the Services are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges or to otherwise interfere with or disrupt the Services or servers or networks connected to the Services;
- 9) to resell the Services without NYCCOC's authorization;

10) uses the Services for high volume data transfers, especially sustained high volume data transfers, hosting a web server, IRC server, or any other server;

11) to view, display or send pornographic or obscene materials including, but not limited to, child pornography. If a user accidentally connects to a site that contains sexually explicit or obscene material, the user must disconnect from that site immediately and report the incident to NYCCOC;

12) violates the rules, guidelines or agreements applicable to search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, applications, or other services that are accessed via a link from this Service and/or

13) constitutes spamming and/or e-mail and/or Usenet abuse. NYCCOC has no obligation to monitor content of any materials distributed or accessed using the Services. However, NYCCOC may monitor content as necessary to comply with legal requirements, compliance with this Agreement or to protect NYCCOC's interests.

Complaints (other than claims of copyright or trademark infringement) regarding violations of this Agreement should be directed to Timothy Gaburungyi, Vice President of MIS and Technology Solutions at (212) 216-2169, Tgaburungyi@javitscenter.com.

#### Security

You are solely responsible for ensuring and maintaining security of your systems and the devices that connect to and use the Services, including implementation of necessary patches and operating system updates. You remain solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the Services. NYCCOC has no responsibility for any material created on or accessible using the Services, including content provided on third-party websites linked to the Services or sites. Such third-party website links are provided as Internet navigation tools for informational purposes only, and do not constitute in any way an endorsement by NYCCOC of the content(s) of such sites.

NYCCOC strongly recommends that you take measures to secure your devices and Internet communications. It is your responsibility to take precautions and provide security measures suited to your situation and intended use of the Services.

The Services may not be used to interfere with, gain unauthorized access to, or otherwise violate the security of NYCCOC's (or another party's) server, network, network access, personal computer or control devices, software or data, or other system, or to attempt to do any of the foregoing.

#### Links to other sites

This Site may contain links to websites owned and maintained by other persons or entities. These links are provided for your convenience only. NYCCOC does not control these websites and bears NO responsibility or liability for, nor should NYCCOC be deemed in any way to endorse or approve of, the contents, products, services and information on the sites or the owners' or their positions on various issues. The respective website owners should be contacted directly with questions regarding these sites.

#### Privacy & Monitoring

We recognize the importance of protecting web site visitor's privacy and have taken measures to protect user's privacy with respect to visit to this website. Please go to the Wi-Fi and Internet Privacy Policy (Part II of this Appendix) for more information.

Please note that, despite our efforts to preserve your confidentiality as described in the Wi-Fi and Internet Privacy Policy, you understand and agree that you do not have a reasonable expectation of privacy or confidentiality in your use of the services.

#### Copyright & Intellectual Property

Jacob K. Javits Convention Center of New York®, Marketplace for the World®, Javits Center® and the stylized apple are registered service marks of NYCCOC protected by trademark and other laws. The Services may also contain other trademarks, service marks and logos owned by NYCCOC or others. You may not use any of these trademarks, service marks and logos without the express written permission of the owners.

All content on these Sites and Services is proprietary and protected by law including copyright and intellectual property laws. Content includes, but is not limited to: software, documents, text and image files and audio and video clips. NYCCOC retains all rights in its content of these Sites and Services. Third parties may also have proprietary rights in material on these sites and Services. No one may modify, copy, reproduce, publish, republish, upload, post, transmit, distribute, display, perform, license, transfer, sell or otherwise use or dispose of the Site or its content without the express written permission of NYCCOC or other owner, which will be granted in

NYCCOC's sole discretion. Third parties must be contacted directly for permission to copy and use their protected materials.

NYCCOC respects the intellectual property rights of others. Please notify our copyright agent if you believe that your work has been used on, or linked through, this site in a way that constitutes copyright infringement. Send your notice by regular U.S. Mail to: Jeffrey D. Caldwell, Associate General Counsel, Jacob K. Javits Convention Center of New York, 655 W. 34th Street, New York, NY 10001, and e-mail to jrcaldwell@javitscenter.com or by fax to (212)216-2823.

#### Warranties

You agree to access and use the Services at your own risk. NYCCOC makes no representations regarding the content and information provided on or through these Services including, but not limited to, errors, omissions, mistakes or inaccuracies of any kind. The Service is provided on an "as is" and "as available" basis. NYCCOC does not warrant that the Services will be uninterrupted, error-free, or free of viruses or other harmful components. Please note that wireless access points may not be available in all areas of the Center. NYCCOC makes no express warranties and you waive all implied warranties of any kind. You expressly acknowledge and assume all responsibility related to the security, privacy and confidentiality risks inherent in the Services and technology and NYCCOC does not make any assurances or warranties relating to such risks. No advice or information given by NYCCOC or its representatives shall create a warranty. Any statements made by NYCCOC are provided for informational purposes only and not as warranties by NYCCOC of any kind.

NYCCOC and its employees are not liable for any costs or damages arising directly or indirectly from your use of the Services including any indirect, incidental, exemplary, multiple, special, punitive or consequential damages.

#### Termination of Service

NYCCOC reserves the right to suspend or terminate the Services (a) in response to a court order or government notice that certain conduct must be stopped, (b) for non-payment or (c) when NYCCOC reasonably determines that the conduct may: (i) expose NYCCOC to sanctions, prosecution, civil action or any other liability; (ii) cause harm to or interfere with the integrity or normal operations of NYCCOC's network or networks with which NYCCOC is interconnected; (iii) interfere with another NYCCOC Customer's use of the Services; (iv) violate any applicable legal requirement; (v) violate this Agreement or (vi) otherwise present a risk of harm to NYCCOC or its customers. You will be liable for all charges up to the point of suspension or termination as well as for any damages that may result directly or indirectly from your actions that caused NYCCOC to suspend or terminate your access.

### **Appendix-Part II**

#### **Wi-Fi and Internet Privacy Policy**

##### I. Introduction

This Wi-Fi and Internet Services (hereafter "Services") you have ordered are owned by the New York Convention Center Operating Corp. ("NYCCOC"), which operates the Jacob K. Javits Convention Center of New York ("Center") This Agreement applies to the services, software applications, networks and hardware associated with the Services and the users of the Services.

Consistent with the Internet Security and Privacy Act, the Freedom of Information Law and the Personal Privacy Protection Law, this policy describes our privacy practices for these Services.

##### II. Disclosure of Information to Third Parties

In consideration for receiving the Services, you consent to allowing NYCCOC to collect, store, use and disclose (i) your e-mail address, (ii) the type of device you are using and (iii) the web browser you are using, for its own commercial, promotional and other business purposes and to disclose this information to other vendors for similar purposes.

##### III. Information Collected Automatically When You Use the Services

When using the Services, we may automatically collect and store information about your visit including, but not limited to: the Internet Protocol Address and domain name used; the date and time you visited this site; the web pages or services you accessed using the Services, as well as other information, none of which is deemed to constitute personal information.

The information collected automatically is used to improve the Services and to help us understand how users are interacting with the Services. With the exception of the information described in Section II, information collected automatically is not collected or sold for commercial marketing purposes. We may share this information with our business partners and advertisers,

although we will do so in aggregate form only and not in a personally identifiable form.

We do not knowingly collect personal information from children or create profiles of children through these Services. Users are cautioned, however, that information submitted to and collected by the Services is treated as though it is from an adult, and may be subject to public access. We strongly encourage parents and teachers to be involved in children's Internet activities.

#### IV. Cookies

To enhance your experience on using the Services, we use cookies, some of which may be stored on your device. Your software will allow you to block and remove cookies, although doing so may limit your ability to take advantage of some features of the Services.

#### V. Information and Choice

The collection of information through the Services and the disclosure of that information are subject to the provisions of the Internet Security and Privacy Act. Except as described in Section II above, the Services do not collect any personal information about you during your visit. Disclosure of information, including personal information, is also subject to the Freedom of Information Law and the Personal Privacy Protection Law.

However, we may collect or disclose personal information without user consent if it is: (1) necessary to perform our statutory duties or necessary for us to operate a program authorized by law, or authorized by state or federal statute or regulation; (2) made pursuant to a court order or by law; (3) for the purpose of validating the identity of the user; or (4) information to be used solely for statistical purposes that is in a form that cannot be used to identify any particular person. We may also disclose personal information to federal or state law enforcement authorities to enforce our rights against unauthorized access to our information technology assets or against other inappropriate use of the Services.

The information collected through the Services is retained by us in accordance with applicable law and policies.

#### VI. Access to and Correction of Personal Information

Users may submit a request to determine if their personal information has been collected through the Services by contacting Timothy Gaburungyi, Vice President of MIS and Technology Solutions, New York Convention Center Operating Corp., 655 W. 34th Street, New York, NY 10001, (212) 216-2169, Tgaburungyi@javitscenter.com. We shall respond in accordance with the State Technology Law, Freedom of Information Law and the Personal Privacy Protection Law.

#### VII. Confidentiality and Integrity of Personal Information

We are strongly committed to protecting personal information collected through the Services against unauthorized access, use, or disclosure. For example, credit card numbers and expiration dates are available only to the staff responsible for processing such data. We also monitor traffic to identify unauthorized attempts to upload or change information or otherwise damage the Services.

#### VIII. Disclaimer

The information provided in this privacy policy should not be construed as giving business, legal, or other advice, or warranting as fail proof, the security of information provided through the Services.

#### IX. Links

We may provide links to the websites of other entities. Links do not constitute our endorsement of the content of such websites. Once you link to other websites, you are subject to the terms, conditions and privacy policies of those websites.

#### X. Changes

We reserve the right to change this privacy policy at any time without notice of change to users.

#### XI. Contact Information

For questions regarding this Wi-Fi Privacy Policy, please contact Timothy Gaburungyi, Vice President of MIS and Technology Solutions at (212) 216-2169 or Tgaburungyi@javitscenter.com.

NYCCOC MAY REVISE THE ABOVE AT ANY TIME AND IN ANY MANNER.