

TERMS AND CONDITIONS

The **following terms and conditions** apply to all companies and or persons or other entities (“you”) that are attending any field day (“Field day”) organized by aerialPLOT, LLC (“we” or “us”). Please ensure you have read and understand the following:

1. Acceptance of terms and conditions

By completing the registration form for a particular field day, you are agreeing to the terms and conditions set out below (“**Terms**”) and they will be incorporated into the contract between us (“**Contract**”). You will ensure that your employees, partners, agents, contractors, subcontractors and any other person attending the Field day on your behalf shall comply with these Terms. The Contract is formed when we send you a booking confirmation

2. Payment

The fee for attending the Field day (“**Registration Fee**”) will be as stated on the registration form for the relevant Field day from time to time. Prices are exclusive of VAT except where expressly stated otherwise. All payments for the Registration Fee must be made in full at the time of completing the registration form and in any event prior to the date of the Field day. If payment is not received within 7 days of your registration, your registration will be cancelled and the payment of any refund will be at our complete discretion. Payment will be made via our merchant account provider (and you consent to us passing your necessary details to the merchant account provider and to them processing necessary information about you) or directly to our bank account, as notified to you. We reserve the right to run price promotions as we think fit.

3. Refunds

All tickets for the Field day shall be non-refundable except as set out in paragraphs 4 and 5 below. However, if you are unable to attend the Field day for any reason you may email us at support@aerialplot.com to provide us with the name of a substitute to attend the Field day on your behalf and on receipt of this email we shall make such substitution and allow the substitute access to the Field day.

4. Cancellation

There may be circumstances in which we need to cancel the Field day. In such circumstances, we will provide you with a full refund of the amount of the Registration Fee that you have paid to us and we will make very effort to provide you with such refund within 60 days of the date of cancellation.

5. Postponement or change to venue

There may be circumstances in which we need to postpone the Field day or change the venue at which Field day is to be held and if we do, we shall advise you of this as soon as we possibly can.

6. Liability and Disclaimer

Our sole liability in relation to any cancellation, postponement or change of venue shall be limited to the price paid by you for such Field day and we shall not be liable under any circumstances for any consequential losses. In providing information covered during this field day, no person is acting as your solicitor or providing you with legal advice. We are providing you with training, template documents and guidance.

7. Your obligations

If you act in any way which in our opinion is likely to cause any harm or nuisance to any person at the Field day, you will be required to leave the Field day and we shall not be liable to refund your Registration Fee or any other payment.

You must comply at all times with the health and safety policy of the venue. You must comply with all requests from us or the venue with regard to health and safety and failure to do so will result in you being asked to leave the field day (in which case no refund will be provided). You may not bring any equipment or items of a hazardous or dangerous nature to the Field day.

You shall not cause any damage to any part of the venue (including outside areas, and all inside walls, flooring, fixtures and fittings). You are solely liable for any damage caused by you, your employees, contractors, sub-contractors and agents to any such area of the venue and shall fully reimburse us in relation to any damage so caused. You must keep your personal belongings with you at all times and we accept no liability for any damage to, loss of or theft of any of your belongings or other items brought to the Field day by you.

8. Promotional materials and materials at the Field day

You agree that we may include your details in any promotional materials relating to the Field day and/or any materials used at the Field day. We are not liable for errors or omissions contained in such information.

Unless otherwise stated, the copyright for any such promotional materials and any materials used at the Field day (including course notes, slides, brochures, articles and case studies) belongs to us and may not be reproduced in any medium without our prior written consent.

You may use such materials for your own business purposes only and may not reproduce, publish or deal with such materials in any way for any commercial use. We reserve the right to change the published program or materials as we think fit.

9. Photography and filming

We may wish to photograph or film the Field day and reserve the right to do so for the purposes of promoting future field days or otherwise. You consent to us (or any other person attending the Field day) photographing or filming you and any persons attending the Field day with you. You may not photograph or video the Field day without our prior consent.

10. Data protection

We will communicate with you using the contact details provided on the Registration Form for the purposes of the Field day.

11. Tickets

We shall not send you tickets for the field day. We will have your name on the attendee list and if you have paid the Registration Fee you shall be provided with access to the Field day.

12. Travel, accommodation and refreshments

You shall be responsible for making and paying for your own travel and accommodation arrangements to and from the Field day. If you are late at the field day or prevented from attending the Field day due to travel delays or any other circumstances, we shall not be obliged to provide you with a refund or to wait to start the Field day until you arrive. Lunch and light refreshments shall be provided.

13. Disability, medical conditions and dietary requirements

If you have any disability or medical condition that requires us to make special arrangements for you or any special dietary requirements, please email us at support@aerialplot.com as soon as possible and at least 2 weeks prior to the date of the Field day.

14. Limitations of Liability

Whilst every reasonable precaution is taken by us to ensure security and safety at the field day, we shall not in any way be liable for any loss or damage suffered by you whatsoever in relation to the Field day, save that nothing in these Terms shall be deemed to limit the liability of any person for death or personal injury caused by negligence.

Nothing in these Terms shall limit or exclude our liability for death or personal injury caused by our negligence, any fraudulent misrepresentation or any other liability for which it is unlawful to exclude or limit liability.

Our total liability for any matter arising out of the Contract shall in all circumstances be limited to the price paid by you for the Field day and we shall not in any circumstances be liable to you for any consequential loss whatsoever.

15. Governing law

These Terms shall be governed in accordance with the laws of the State of Ohio, without reference to conflict of laws principles. All disputes arising from or relating to this Agreement will be within the exclusive jurisdiction of the state and/or federal courts located within the State of Ohio and the Parties hereby consent to such exclusive jurisdiction and waive objections to venue therein.