

These terms and conditions (the “Terms and Conditions”) apply to delegate registrations for all events and conferences, whether in-person or virtual, (each an “Event”) organized by TM Forum, A New Jersey Non Profit Corporation (“TM Forum”). Please read them carefully as they contain important information. By submitting your registration, you (or the “Attendee”) agree to be bound by these Terms and Conditions. These Terms and Conditions, together with the registration request and the terms applicable to the registration process constitutes the “Agreement” between the parties.

1. Your registration request constitutes an offer by you to TM Forum to attend an Event. All registration requests are subject to acceptance by TM Forum, which will be confirmed in writing to you (including by, but not limited to, email). An agreement between TM Forum and you for the attendance of an Event will only be formed when this confirmation is sent to you (whether or not it is received), provided, however, that if confirmation is not sent within 14 days of us receiving your registration request, the registration request will be confirmed unless we notify you otherwise. TM Forum reserves the right to refuse to accept or reject any registration request. You ensure that all entries, including but not limited to a valid email address, are entered correctly on the registration form or promptly corrected by written notice to TM Forum. Be sure to check the spam folder of your email box for any Event email(s) caught by spam filters. You will receive essential information for the Event attendance electronically at the email address provided through the registration form.
2. TM Forum accepts payment by bank transfer (net 30 days) or credit card (Discover, Visa, MasterCard, or American Express).
3. Your confirmed registration entitles you to access the Event on an in-person or virtual basis, as the case may be. You must visibly wear a badge at all times while attending an in-person Event.
4. Payment for the Event by or on behalf of the Attendee must be received in full by TM Forum in accordance with TM Forum’s payment terms shown through the registration process. If TM Forum does not receive payment in full before the Event, TM Forum reserves the right, in its sole discretion and without liability, either to require payment as a condition of entry to the Event or to refuse entry to the Event. TM Forum will make no refunds of any portion of fees already paid (if any) and any balance of the fees will remain due and payable where entry to an Event is refused under this Section 4.
5. Discounts for group registrations are only valid for the number of Attendees specified. If the number of Attendees attending the Event is less than the number specified in the group booking (either as a result of cancellations prior to the Event or as a result of Attendees failing to attend the Event), TM Forum reserves the right in its sole discretion to revise the fees in line with the number of Attendees actually attending the Event in accordance with TM Forum’s published prices then in force and require payment of such fees in accordance with the terms of Section 4 and the payment terms shown through the registration process.
6. TM Forum reserves the right to change the Event attendance prices at any time, but changes will not affect registrations that have already been confirmed by TM Forum.
7. All cancellations of the Event attendance or termination of this Agreement are subject to the following “Cancellation Charges” to be paid by or on behalf of the Attendee: If the Attendee cancels their Event attendance or termination of this Agreement: (a) more than 31 days before the start date of the Event, TM Forum shall refund 50% of fees paid (b) 31 or less days before the start date of the Event or you fail to attend the Event, the full registration fee remains payable to TM Forum and TM Forum will not give a refund. TM Forum will not accept any cancellation or termination by the Attendee of the obligations agreed to pursuant to this Agreement, unless otherwise expressly permitted. This Agreement is binding on each party’s successors and permitted assigns. All Cancellation Charges are payable immediately upon

cancellation or reduction of the Event attendance or termination of this Agreement. The Attendee and TM Forum stipulate and agree that all Cancellation Charges and TM Forum's retention of the Attendee's payments pursuant to Section 4 and this Section 7 constitute liquidated damages that are compensation and not a penalty. They further stipulate and agree that TM Forum's damages in the event of a cancellation or termination would be impossible or very difficult to estimate, that the parties are accordingly agreeing to liquidated damages as set forth herein, and that the Cancellation Charges and retention of the payments relating to the Attendee's Event attendance are a reasonable forecast of TM Forum's probable damages in the event of a cancellation of Event attendance or termination of this Agreement. The Cancellation Charges and retention of the payments relating to the Attendee's Event attendance shall be TM Forum's sole and exclusive remedy, and the Attendee's sole liability and entire obligation, for a cancellation or termination. The Attendee further stipulates and agrees that the Cancellation Charges and retention of the Attendee's payments are in consideration of (and compensation for the cost of) TM Forum having reserved the attendance opportunity for the Attendee until the date of cancellation or termination, thereby losing or deferring the opportunity to provide the attendance opportunity to others, as well as incurring other performance and administrative costs.

8. Payment due may not be applied to any other TM Forum activity, service, or product.
9. TM Forum may terminate this Agreement with immediate effect in the event the Attendee commits any material breach of this Agreement.
10. In the event that the Attendee cancels the Event attendance, this Agreement shall automatically terminate.
11. Upon any cancellation of the Event attendance or termination of this Agreement, the following Sections of these Terms and Conditions shall survive: 4, 7, 8, 11, 13, 15, 16, 18, 20, 22, 23, 25, 26, 27.
12. Substitutions with employees from your company are welcome at any time but in all other respects Event registrations are issued for your personal use only. The Attendee may not purchase registrations as agent for any third party or sell or otherwise transfer their registration to others or exploit the registration commercially or non-commercially in any way. Transfers requested less than 30 days before the start of the event or onsite will be charged an administrative fee of \$75. Fees do not apply to catalysts and exhibitor passes. The Attendee agrees not to sell, trade, transfer, or share their access credentials, including but not limited to logins or passwords, or such of any other attendees, unless such transfer is granted by TM Forum. The Attendee shall otherwise use all reasonable efforts to keep such access credentials confidential. If TM Forum determines that the Attendee has violated this Section 12, TM Forum may cancel the Attendee's access, retain any payments made by or on behalf of the Attendee, and ban the Attendee from future Events.
13. If a third party registers the Attendee on their behalf, TM Forum will request personal information about that individual. Such third party is responsible, as may be the case, for obtaining the Attendee's consent to process their personal data in accordance with this Agreement and [TM Forum's Privacy Policy](#) prior to starting a registration.
14. TM Forum reserves the right at any time to change the format, speakers, participants, content, location, and timing or any other aspect of the Event for any reason, whether or not due to a Force Majeure Event (as defined in Section 16), in each case without liability.
15. TM Forum reserves the right to reschedule, reformat, change the venue or cancel an Event at any time for any reason. Where TM Forum reschedules, reformats, or cancels the Event (and the Attendee no longer wishes to attend the Event where it has been rescheduled) for any reason except due to a Force Majeure Event (in which case the provisions of Section 16 shall apply), the Attendee will be entitled to receive a credit note for use during the same calendar year in respect of the registration fees received by TM Forum from you.

16. Neither party hereto will be liable for defaults or delays under this Agreement (except for payment obligations) by reason of a Force Majeure Event. A “Force Majeure Event” means any event arising that is beyond the reasonable control of TM Forum, whether foreseeable or unforeseeable, including but not limited to speaker or participant cancellation or withdrawal, strikes, lockouts, riot, labor shortages, explosion, accident, epidemic, pandemic, quarantine, flood, sabotage, power failure, acts of God, natural disasters (including earthquakes, hurricanes, blizzards, and tornadoes), fire, war or warlike acts, acts of terrorism, military action, civil insurrection or disturbance, changes in law, governmental interference, regulations or restrictions (including travel restrictions, restrictions on capacity or limitations on crowd size), loss of venue, circumstance that prevents a material number of delegates from attending the Event, supplier or contractor failure, venue damage or cancellation, industrial dispute affecting any third party, or other circumstance beyond TM Forum’s control. To the extent that a Force Majeure Event makes the holding and provision of an Event impracticable or impossible, TM Forum is entitled to cancel, reschedule, or reformat such Event.
17. For the avoidance of doubt, TM Forum shall have the right to cancel, reschedule, or reformat the Event for any reason, including, without limitation, due to the occurrence of a Force Majeure Event. If TM Forum cancels the Event for any reason, including, without limitation, upon the occurrence of a Force Majeure Event, the Attendee shall provide TM Forum an opportunity to reschedule or reformat the Event or otherwise mitigate the impact of the Force Majeure Event. If a rescheduling or reformatting cannot be consummated, and TM Forum cannot otherwise mitigate the impact of cancellation, rescheduling, or reformatting of the Event, the Attendee can request credit toward future TM Forum products or services for use in the same calendar year. For purposes of calculation of credit, TM Forum, in its sole discretion, is entitled to limit issuance of credit including based on an amount equal to a pro-rated share of the total costs and expenses incurred by it in respect of the Event from the fees it has received from or on behalf of the Attendee. If the fees received from or on behalf of the Attendee are less than such costs and expenses or no fees have been paid, TM Forum is entitled to submit an invoice payable within thirty (30) days in respect of the outstanding balance. The Attendee acknowledges and agrees that the foregoing provides the Attendee’s sole and exclusive remedy in the event an Event is cancelled, rescheduled, or reformatted and TM Forum cannot otherwise mitigate the impact of the Force Majeure Event or other event that prompted the cancellation, rescheduling, or reformatting of the Event.
18. To the fullest extent permitted by law, TM Forum shall not be liable to you for any loss, delay, damage or other liability incurred resulting from or arising in connection with the cancellation, rescheduling, reformatting, or venue change of the Event howsoever arising. You acknowledge and agree that Sections 15 and 16 set out your sole remedy in the event of cancellation, rescheduling, or reformatting of the Event by TM Forum and all other liability of TM Forum is hereby expressly excluded.
19. TM Forum reserves the right without liability to refuse admission to, or to eject from the Event, the Attendee, in TM Forum’s absolute discretion, including (without limitation) any person who fails to comply with this Agreement or who in the opinion of TM Forum represents a security risk, nuisance, or annoyance to the running of the Event. The Attendee hereby agrees to comply with all reasonable instructions issued by TM Forum or the venue owners at the Event. The Attendee acknowledges and agrees that TM Forum reserves the right to remove Attendee from the Event if TM Forum, in its sole discretion, determines that Attendee’s participation or behavior creates a disruption or hinders the Event or the enjoyment of the Event content by other attendees.

20. All unauthorized photography and the recording or transmitting of audio or visual material, data or information is expressly prohibited. By participating in the Event, you consent to filming and sound recording, and photography of the Event as an Attendee and you consent to the use by TM Forum of any such recording or photography anywhere in the world for promotional, marketing and other purposes. By participating in the Event the Attendee acknowledges and agrees to grant, and hereby grants, TM Forum the right at the Event to record, film, live stream, photograph, or capture the Attendees' likeness in any media now available or hereafter developed and to distribute, broadcast, use, or otherwise globally to disseminate, in perpetuity, such media without any further approval from you or any payment to you. This grant to TM Forum includes, but is not limited to, the right to edit such media, the right to use the media alone or together with other information, and the right to allow others to use or disseminate the media.
21. The Attendee acknowledges and agrees that TM Forum, in its sole discretion, reserves the right to change any and all aspects of the Event, including but not limited to, the Event name, themes, content, program, speakers, performers, hosts, moderators, venue, and time. No refunds will be granted in the event of cancellation of speakers or changes in line-up of the Event programming.
22. The Event content may be recorded by TM Forum and may be made accessible to others.
23. You acknowledge that your personal data (e-mail address, name, company, job title, phone number, and geographical location) may be shared with the event's Diamond and/or Platinum Sponsors. When you participate in online activities you understand that your personal data will be shared with sponsors including but not limited to invite-only activities, content sessions presented by a sponsor, demos given by participants of the event and interactions in participants dedicated online areas. If you attend at physical events a sponsored invite-only activity at the Event (including but not limited to Digital Leadership Summits and Lunch Briefings) you understand that your personal data will be shared with the activity sponsor. You acknowledge that, by agreeing to have your attendee badge scanned at a sponsored activity at the event (sponsored conference tracks, attendee lunch, etc.) your personal data will be shared with the activity sponsor. In addition, your personal data will be shared with Catalyst project participant companies if your badge is scanned whilst attending a physical demonstration or attended online. All of your personal information will be processed in accordance with [TM Forum's Privacy Policy \(https://www.tmforum.org/about-tm-forum/legal-branding/website-privacy-policy/\)](https://www.tmforum.org/about-tm-forum/legal-branding/website-privacy-policy/). As required by law, your prior consent may be required prior to such sponsors and partners using your personal data to provide you with direct marketing.
24. TM Forum provides Internet access points at no charge in selected areas for guests with portable computers or devices capable of receiving wireless signals. The Attendee may access the Internet from their wireless device when within range of an access point. The Attendee shall use the wireless access in a legal, respectful, and responsible manner. By using this wireless access network, the Attendee acknowledges that he/she is subject to, and agrees to abide by all laws, and all state and federal rules and regulations applicable to Internet use. The Attendee agrees to their personal details (e-mail address, name, company, job title, phone number, and geographical location) to be passed to the Wi-Fi exclusive sponsor.
 1. The Attendee may not use the wireless network to: Engage in any criminal activity; attempt to gain or gain unauthorized access to any computer system at the event, TM Forum or any other organization; generate or disseminate chain letters or SPAM email; Transmit unlawful, harassing, or threatening messages; generate, transmit or store profanity or material that is either sexually explicit, illegal or any material that may be considered offensive for ethnic, race, gender-based or other reasons; access or download material from or post messages to sites of "poor taste," including but not

limited to sites of a sexual nature; Download files for non-business use; Download large files in excess of 50MB (without first discussing the most efficient method with TM Forum technical staff); TM Forum reserves the right to monitor and intercept electronic communications on the wireless network, whether created for business or personal purposes, at any time. The service is monitored for quality control purposes, to detect abuse of the service and to detect or prevent breaches of this policy. TM Forum will use all means at its disposal to track and monitor internet usage to ensure the integrity and proper use of the service.

2. The Attendee acknowledges that wireless Internet access is by nature an insecure medium. As with most guest wireless networks, any information being sent or received over TM Forum wireless network could potentially be intercepted by another wireless user. Cautious and informed wireless users should not transmit their credit card information, passwords and any other sensitive personal information while using a wireless “hot spot.” Anyone using TM Forum wireless network is forewarned that there can be no expectation of privacy when using the wireless network. Users assume all associated risks and agree to hold harmless TM Forum and its employees for any personal information (e.g., credit card) that is compromised, or for any damage caused to users’ hardware or software due to electric surges, security issues or consequences caused by viruses or hacking. All wireless access users should have up-to-date virus protection on their personal laptop computers or wireless devices, as well as staying up-to-date with applicable OS security patches.
 3. TM Forum is providing wireless connectivity in the Event facility as a guest service and offers no guarantees that any use of the wireless connection is in any way secure, or that any privacy can be protected when using this wireless connection. Use of this wireless connection is entirely at the risk of the user, and TM Forum is not responsible for any loss of any information that may arise from the use of the wireless connection, or for any loss, injury, or damages resulting from the use of the wireless connection. TM Forum does not warrant the service to be uninterrupted or error-free.
25. Prohibited Conduct
1. The Attendee is solely responsible for the activity that occurs under their access credentials. The Attendee is prohibited from, and hereby agrees not to:
 - a) create a false user account, use another individual’s user account or otherwise access the Event in an unauthorized manner;
 - b) copy, modify, reproduce, transmit, republish, distribute, or create derivatives of any of the content, software, or materials available in the Event;
 - c) launch any automated system, including, but not limited to, “robots,” “spiders,” or “offline readers,” which access the Event platform in a manner that sends more request messages to the platform in a given period of time than a human can reasonably produce in the same period of time by using a conventional on-line web browser;
 - d) transmit material that contains malicious code, such as viruses, timebombs, cancelbots, worms, Trojan horses, spyware, or other potentially harmful elements;
 - e) use the communication systems made available to Attendee within the Event for commercial solicitation, unless expressly authorized to do so by TM Forum, or intentionally omit, delete, forge, or misrepresent transmission information, including headers, return mailing, and internet

protocol addresses;

- f) collect or harvest any personally identifiable information;
- g) make or submit any obscene, sexually explicit, racially, culturally or ethnically offensive, harmful, harassing, intimidating, threatening, hateful, discriminatory, or otherwise offensive or abusive statements, comments, material, or content;
- h) impersonate any other person or entity or stalk or otherwise harass any other user;
- i) submit content that features pornographic, sexually explicit, describes or encourages dangerous or illegal acts, graphic, or gratuitously violent content; or
- j) invade another user's privacy or publish another user's personally identifiable information without such user's consent.

2. The Attendee may not record or broadcast audio or video of any part of the Event.

26. Limitations of Liability

1. The Attendee agrees that TM Forum and the event venue hosting hotel, convention center, platform, or other venue will not, under any circumstances, be liable for loss or damage to the goods or properties of the Attendee. At all times, such goods and properties remain in the sole possession, custody, and control of the Attendee. The Attendee engages in the Event attendance entirely at their own risk and TM Forum is not liable, whether in contract or in tort (including negligence), to the Attendee arising out of or in connection with the Event attendance or the acts or omissions of the Attendee or its employees, agents, subcontractors, or visitors in relation thereto. In particular (but without limitation) TM Forum is not responsible for the performance by any Event contractor in carrying out its obligations to the Attendee or for any other act or omission of any such contractor, whether or not the contractor has been appointed as the exclusive provider of any class of goods or services to the Attendees.
2. THE EVENT ATTENDANCE AND THE EVENT ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND AND TM FORUM DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. THE ATTENDEE ACKNOWLEDGES THAT, IN AGREEING TO THIS AGREEMENT, IT HAS NOT RELIED UPON ANY REPRESENTATION MADE BY OR ON BEHALF OF TM FORUM NOT EXPRESSLY MADE IN THIS AGREEMENT.
3. TM FORUM'S TOTAL LIABILITY TO THE ATTENDEE FOR ALL CLAIMS OR SUITS OF ANY KIND, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY, OR OTHERWISE, FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES OF ANY KIND WHATSOEVER ARISING OUT OF, RESULTING FROM, OR RELATED TO THE PERFORMANCE OR BREACH OF THIS AGREEMENT WILL, UNDER NO CIRCUMSTANCES, EXCEED THE AMOUNT PAID BY THE ATTENDEE TO TM FORUM PURSUANT TO THIS AGREEMENT. TM FORUM SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSSES, DAMAGES, COSTS, OR EXPENSES WHATSOEVER. ANY ACTION BY OR AGAINST TM FORUM ARISING OUT OF, RESULTING FROM, OR RELATED TO THE PERFORMANCE OR BREACH OF THIS AGREEMENT SHALL BE FILED NOT LATER THAN ONE YEAR AFTER THE CAUSE OF ACTION

HAS ACCRUED.

27. Miscellaneous

1. This Agreement constitutes the sole and entire agreement between the parties with respect to the matters set forth herein and related hereto and supersedes and incorporates any and all prior or oral and/or written statements and representations on such matters by either of the parties hereto.
2. TM Forum has contracted with third parties to provide high-quality virtual experiences. TM Forum does not guarantee that the Event (to the extent virtual) will operate without any interruptions or malfunctions. TM Forum gives no assurances or guarantees about the availability, quality, operation, or support services for data traffic on the networks or lines of the Attendee's Internet provider. TM Forum has no liability or responsibility if the Event is interrupted, partially restricted, otherwise inaccessible in whole or in part as a result of an event beyond the reasonable control of TM Forum, even if TM Forum theoretically could have protected against such event.
3. The Attendee may not assign, transfer, or delegate its obligations or rights in relation to the Event attendance, voluntarily or involuntarily, including by change of control, merger (whether or not such party is the surviving corporation), operation of law, purchase of all or substantially all of the business of Attendee (each a "Change of Control"), or any other manner, without the prior written consent of TM Forum, which consent shall not be unreasonably withheld. TM Forum may assign or delegate this Agreement or any of its obligations or rights herein to a TM Forum affiliate, subsidiary, and a successor, including in the event of a Change of Control.
4. TM Forum may revise or update these terms and conditions of this Agreement or applicable to this Agreement from time to time in TM Forum's sole discretion, without prior written notice to the Attendee. All amendments shall automatically be effective immediately when published on the TM Forum website or otherwise made available to the Attendee. The Attendee agrees that it is the Attendee's responsibility to consult the TM Forum website to obtain the then-current terms and conditions applicable to this Agreement. The Attendee's continued use of TM Forum services or attendance at the Event, or performance under this Agreement constitutes the Attendee's acceptance of the then-current terms and conditions applicable to this Agreement.
5. Should a court of competent jurisdiction declare any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement not invalidated shall govern and bind the parties and be construed as if the invalidated portions were not originally included in this Agreement.
6. The Attendee acknowledges that the Cancellation Charges are not a penalty and are reasonable compensation to TM Forum for having reserved the opportunity and/or exhibit space for the Attendee until the date of cancellation, thereby losing or deferring the opportunity to provide the same service and/or exhibit space to others, as well as incurring other costs. The Attendee acknowledges that the limitation on credit in case of cancellation of the event/workshop due to a Force Majeure Event is reasonable, and that TM Forum, at its sole discretion, when issuing credit, may take into account its ability to do so based on its financial standing, the impact thereof on the best allocation to spend membership funds, and any insurance claim or payment to the Attendee or on its behalf or TM Forum for respective losses. TM Forum will take reasonable steps to mitigate the impact of a Force Majeure Event.
7. All disputes arising out of this Agreement that are not disposed of by agreement between the parties hereto will be decided solely by arbitration proceedings under the

Rules and Procedures of the American Arbitration Association and such arbitration shall be held in the State of New Jersey, to the fullest extent permitted under applicable law. The parties agree that any decision rendered by the arbitrator as provided herein shall be binding on both parties as though issued by a court that would otherwise have jurisdiction over such issues. The parties agree that this Agreement shall be governed by and interpreted and construed in accordance with the internal substantive laws of the State of New Jersey without regard to its conflicts of laws rules or principles. Nothing herein shall prevent either party from seeking equitable relief from either a Federal or State Court of New Jersey should the need for equitable relief arise. THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO BRING ANY ACTION, LAWSUIT, OR PROCEEDING AS A CLASS OR COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR ANY OTHER PROCEEDING IN WHICH ANY PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY.