

Terms and Conditions

By registering for means the SMILE TOGETHER 2025 conference (the “**Event**”) currently scheduled to be held on October 27th – 29th, 2025 (the “**Event Dates**”) at Hilton Riverside in New Orleans, Louisiana (the “**Venue**”), you agree to the following Terms and Conditions, which together with the Order Form, comprise the “Agreement”.

These Terms and Conditions are incorporated by reference into, are legally binding and form an integral part of each Order Form executed by you. Organizer may amend these Terms and Conditions at any time in its sole discretion, effective upon posting the amended Terms and Conditions at the domain or subdomains of <http://www.smiletogetherlive.com> where the prior version of the Terms and Conditions was posted, or by communicating these changes through any written contact method Organizer has established with you.

GENERAL

1.1 **Definitions**. The term “**Organizer**” means Vet Together LLC. The term “**Venue Management**” means the manager of the Venue. All references herein to “you” are deemed to mean the organization or company that has entered into the Agreement or the individual who entered into the Agreement if they did so in their individual capacity.

1.2 **Dates of Event**. Organizer has the right to postpone, shorten, change Venues or cancel the Event. In the event of postponement or shortening of the Event, this Agreement shall be deemed valid for the new dates and duration and confers no right on you to withdraw from the Agreement. If the Event is canceled by Organizer, the Agreement will be terminated with no liability to Organizer.

1.3 **Listings and Promotional Materials**. You grant Organizer a fully-paid, perpetual nonexclusive license to use, display, and reproduce your name, trade names, and product names in any directory (print, electronic, or other media) that list the participants at the Event and to use such names in Organizer’s promotional materials. Organizer is not liable for any errors or omissions in any show guide listings or descriptions. Organizer shall also have the right to take photographs of all booth space, exhibit, and personnel during, before, or after the open hours of the Event and use such photographs for any legal purpose without payment to you. You further agree that Organizer may identify you as a recipient of products or services you purchase from Organizer and use your logo in sales presentations, marketing materials and press releases, provided that Organizer uses your logo in accordance with your logo guidelines.

1.4 **Organizer Materials**. Any materials that are distributed to you related to the planning or execution of the Event are owned exclusively by Organizer. Organizer grants you a nontransferable, non-exclusive license to use such materials solely in connection with your participation in the Event.

1.5 **Recording of Event**. You acknowledge that the Event may be recorded and reproduced in any form (including but not limited to digital formats) and hereby authorizes Organizer and its designees to record, transcribe, modify, reproduce, publicly perform, display, distribute, redistribute, and transmit in any form and for any purpose any such recording of the Event. You hereby release Organizer and its designees from, and waives all claims it may have, now or in the future, in connection with such activities, and specifically waives any statutory restriction on waivers of future claims or moral rights.

1.6 **Use of Event Insignia**. You may not reproduce the Event’s or Organizer’s logo, name, marks, or other insignia on items, documents, or advertising materials, without Organizer’s prior written consent.

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1.7 No Conflicting Promotion. You may not promote or facilitate any activities that would or might draw attendees away from the Event, including without limitation encouraging or facilitating attendees' diversion to a local showroom, hospitality suite, or other non-Event activity.

1.8 Feedback. If you or your agents provide any comments, suggestions, enhancement requests, feedback or recommendations ("Feedback") relating to the Event or any products or services provided by Organizer, Organizer may use such Feedback without any further obligation (including attribution) or compensation to you or your agents, and you, on your behalf and on behalf of your agents. You hereby irrevocably assign to Organizer all right, title and interest in the Feedback related to the Event and Organizer's products and services.

1.9 Email Communication. By executing the Agreement, you consent to receiving email communications from Organizer regarding Organizer products and services, including but not limited to Organizer white papers, webcasts, videos, live events, and other marketing and information materials. You understand that you may withdraw such consent at any time by unsubscribing from such email communications through the links provided therein.

1.10 Fees. All fees specified in the applicable Ordering Document are due within 30 days after the invoice date. All payments must be by check, wire, credit or debit card or ACH unless the Organizer agree otherwise in writing. Organizer may impose a special handling charge of 3-5% if special invoicing requirements apply (such as EDI, third party systems such as Ariba, or other dedicated invoicing systems).

1.11 Currency and Taxes. All fees are to be paid in United States dollars and exclude taxes. You are responsible for payment of all applicable sales, use, value added taxes imposed by a federal, state, local or other government or regulatory entity for any amounts paid by you under the Agreement.

1.12 Failure of Timely Payment. Failure to make timely payments is a material breach of the Agreement, and Organizer may suspend its performance its obligations under the Agreement. All late payments shall bear interest at the lesser of the rate of 17% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. You shall also reimburse Organizer for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which Organizer does not waive by the exercise of any rights hereunder), Organizer shall be entitled to deny you access to the Event if you fail to pay any fees when due hereunder. You may not withhold or reduce payment by virtue of any claims against Organizer in connection with this agreement.

1.13 Breach. If you are in breach of any of your obligations under this Agreement, Organizer has the right to terminate this Agreement without liability to you.

1.14 Event Security. While the Venue may provide perimeter security for the Event area during the Event, it is under no obligation to do so, and any security provided by the Venue may be discontinued at any time. Whether or not such security is provided, you shall be solely responsible for the protection of your property and confidential and proprietary information, and for obtaining insurance if required by these Terms and Conditions with respect thereto. Organizer shall, in any event, have no obligation to provide security services and makes no representation or warranty whatsoever, and disclaims all liability with respect to security of the premises or your goods or equipment. You hereby release and shall hold Organizer harmless with respect to the same.

1.15 Force Majeure.

1.15.1 Organizer shall be liable or responsible to you, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for your obligations to make payments to Organizer), when and to the extent such failure or delay is caused by or results from acts beyond the Organizer's reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Organizer.

1.15.2 The Organizer shall give notice within 2 days of the Force Majeure Event to you, stating the length of time the occurrence is expected to continue. The Organizer shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. If Organizer cancels the event due to a Force Majeure Event, it shall have no liability to you for the cancellation, and Organizer shall have no obligation to refund or provide any other relief to you.

1.16 Assignment. Organizer may assign this Agreement at any time. You may not assign this Agreement or sell, transfer, assign, or sublet to a third party all or any portion of your right to attend the Event, or your exhibit space without Organizer's prior written consent.

1.17 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the court shall modify this Agreement to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

1.18 Limitation of Liability and Timing of Claims. IN NO EVENT SHALL ORGANIZER OR VENUE OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, REPRESENTATIVES, AFFILIATES, AND ASSIGNEES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH THEIR ACTS OR OMISSIONS OR ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT ORGANIZER OR THE VENUE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL ORGANIZER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO ORGANIZER PURSUANT TO THIS AGREEMENT. CLAIMS ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT MUST BE MADE IN WRITING WITHIN THIRTY

DAYS AFTER THE LAST DAY OF THE EVENT, AND FAILURE TO GIVE SUCH NOTICE SHALL CONSTITUTE A WAIVER OF ANY CLAIMS.

1.19 Indemnification. You shall indemnify, hold harmless, and defend the Organizer and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, “**Indemnified Party**”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys’ fees, that are incurred by Indemnified Party (collectively, “**Losses**”), arising out of or resulting from (a) injury to the person, property, or business of any person in connection with the conduct at the Event by you, your employees, subcontractors, invitees or agents, (b) your construction or maintenance of an exhibit, (c) any act, omission, negligence, fault, violation of law or ordinance, or misconduct of you, your employees, subcontractors, invitees or agents, or any breach by you of any agreements, covenant, promises or other obligations under this Agreement, (d) your participation or presence at the Event and/or use of any of the Event facilities, (e) any claim brought by any of your employees, agents, contractors, or invitees against an Indemnified Party in connection with such activity, or (f) your actual or alleged infringement of the patent, trademark, copyright, or any other intellectual property rights of a third party, including any claim resulting from the use of copyrighted music, dramatic materials, or other property which is used by you in connection with the Event.

1.20 Choice of law. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, are governed by, and to be construed in accordance with, the laws of the State of Louisiana, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Louisiana.

1.21 Choice of Forum. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other party in any way arising from or relating to this Agreement and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than state or federal courts located in New Orleans, Louisiana, and any appellate court from any thereof. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and shall bring any such action, litigation, or proceeding only in state or federal courts located in New Orleans, Louisiana. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

1.22 Waiver of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY.

1.23 No Representations or Warranties; Rules and Regulations; Entire Agreement. Organizer makes no representations or warranties, express or implied, regarding the number, quality, or character of persons who will attend the Event or regarding any other matters. Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this Agreement are subject to Organizer’s sole discretion. Organizer may adopt, amend, or revoke any established rules and regulations from time to time, on reasonable notice to you. Any such rules or regulations or any communication from Organizer to you are hereby incorporated in this Agreement and have the same effect as if set forth herein. This Agreement and any additional rules or regulations adopted by Organizer, states the entire agreement between the parties and may not be amended without Organizer’s written consent.

ATTENDEES

1.24 Applicability of General Provisions. All Attendees are subject to the provisions of this Agreement located in the General section.

1.25 Acceptance and Agreement. This Agreement constitutes a valid and binding agreement between the Organizer and you for you to attend the Meeting and, if applicable, to exhibit space or booth(s) at the Event. In the event of any conflict between these Terms and Conditions and any terms inserted by you, these Terms and Conditions shall govern. If you have not participated in a prior event held by Organizer similar to that of the Event, you may be required to submit a description of the nature of your business and the items intended to be exhibited separate from and in addition to the information provided pursuant to this Agreement.

1.26 Admittance. Registration entitles the specified number of individuals to attend the Event; registration credentials are non-transferable

1.27 No Refunds; Cancellations. Event registration fees are not refundable. If the Event is cancelled by Organizer after registration fees have been paid, those amounts will be credited toward a future event.

EXHIBITORS

1.28 Applicability of “General” and “Attendees” Provisions. All Exhibitors are subject to the provisions of this Agreement located in the “General” and “Attendees” sections above.

1.29 Acceptance and Agreement. This Agreement constitutes a valid and binding agreement between the Organizer and you for you to license exhibit space or booth(s) at the Event. In the event of any conflict between these Terms and Conditions and any terms inserted by you, these Terms and Conditions shall govern. If you have not participated in a prior event held by Organizer similar to that of the Event, you may be required to submit a description of the nature of your business and the items intended to be exhibited separate from and in addition to the information provided pursuant to this Agreement.

1.30 Assignment of Space. Organizer will attempt to place you in a requested space and location, but no guarantee can be given as to the ultimate location. Space will be allocated on a first-come, first-served basis. Organizer reserves the right to move locations of Event participants, from time to time, in order to allow companies already signed up for the Event to increase their space if necessary, or for any other reason. Organizer in its sole discretion reserves the right to add, alter, or delete from the floor plan at any time in its sole discretion. Should circumstances make it necessary, in Organizer’s sole discretion, it may move an already allotted space from one place to another, reduce the size of the space, close or alter the location of any exits or entries, carry through any structural alterations, or make any other changes it deems appropriate in its sole discretion. If the contracted space is reduced by such changes, your fee will be adjusted proportionately. Organizer shall not be liable for errors in the allocation of space.

1.31 No Grant of Rights. You shall not assign, sublease, sublicense, or otherwise grant rights to a third party for use of the exhibit space without the prior written consent of Organizer, which consent may be denied in its sole discretion. Any purported assignment, sublease, or sublicense in violation of this Section shall be null and void. No assignment, sublease, or sublicense shall relieve you of any of your obligations hereunder.

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1.32 Withdrawal from Participation. Withdrawal from the Event is possible only under the following conditions: If notification of withdrawal and reason for withdrawal are submitted in writing and received by Organizer no later than [15] days prior to the event, you will, as liquidated damages, forfeit all payments made or due up to the date of withdrawal notification. If notification of withdrawal and reason for withdrawal are not submitted in writing and received by Organizer within the time frame of [15] days prior to the event, you remain, except as otherwise set forth in this Section 1.5, fully liable, as liquidated damages, for the total package price plus any extra costs incurred by Organizer as a result of the withdrawal (including, but not limited to, any structural changes to the event floor plan or relocation of other participants necessitated by the cancellation). Organizer may, but shall not be obligated to, resell canceled space to another participant. No refunds of any kind will be made for withdrawal within 60 days of show opening, even if Organizer succeeds in reselling the canceled space to another participant.

1.33 Rules and Regulations. You will abide by all rules and regulations regarding the construction, maintenance, and tear-down of the exhibit space, as well as any rules and regulations promulgated, from time to time, by Organizer or the Venue. Organizer reserves the right to determine the suitability and appropriateness of all exhibits and the attire and conduct of all exhibit personnel and to regulate the same at its sole discretion. You must provide the necessary safety items to protect attendees, other exhibitors, and all others from operable equipment or from any other material, processes, or operations that might cause bodily harm. You will not use any copyrighted music or dramatic materials or any other property owned by a third party without first obtaining licenses for the use of the same. You will not discriminate against any person in connection with admission to its booth, services rendered, or privileges offered on the basis of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion, or national origin.

1.34 Event Management, Exhibit Construction, and Tear-Down. Organizer will manage and coordinate all aspects of the Event space and may appoint any subcontractors or outside sources of supply as it deems fit to assist it in carrying out this responsibility. **YOU SHALL NOT UTILIZE THE SERVICES OF ANY THIRD-PARTY CONTRACTOR WITHIN THE CONFINES OF THE EVENT SPACE UNLESS AUTHORIZED BY ORGANIZER.** Set-up and tear-down hours are in accordance with this Agreement and are subject to change, upon notice to you. If you are not set up by the time specified herein, Organizer reserves the right to re-assign the allocated space to another participant or to make other use of the space as it deems appropriate, in its sole discretion. The cost for any such re-assignment or allocation will be solely your responsibility. Exhibits are to be kept intact until the Event ends. You shall not remove any part of an exhibit during the Event without written prior permission from Organizer. All exhibits must be dismantled and removed from the facility by the time specified by the Organizer. You shall have an authorized representative on-site during setup and dismantling periods to oversee exhibit materials, receipt, and shipment.

1.35 Quality, Character, and Construction of Exhibit. You shall cause your exhibit to display your products or services tastefully as determined by Organizer in its sole discretion. You shall limit its advertising, marketing, and distribution of samples and printed materials of any kind to its own exhibit space. The aisles, passageways, and overhead spaces remain strictly under Organizer's control, and no exhibit materials or equipment, including but not limited to signs, decorations, banners, advertising materials, and special exhibits, are permitted in any of these spaces without Organizer's express, written permission. You shall construct its exhibit in conformity with law, the Venue's rules, and any additional and specific rules issued in accordance with Section 16 of this Agreement. You shall change or alter its exhibit at the request or instruction of Organizer or the Venue. Organizer reserves the right to reject or later remove an exhibit based on, without limitation, your failure to (a) initially construct its exhibit in conformity with all applicable laws, terms, and rules or (b) subsequently obey instructions pertaining to

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the exhibit's quality, character, or construction. Organizer reserves the right to restrict or remove any exhibit that Organizer, in its sole discretion, believes is objectionable or inappropriate. Without limiting the foregoing, you are solely responsible for ensuring that your exhibit is accessible to persons with disabilities, as required by the Americans with Disabilities Act, and shall indemnify and hold Organizer harmless from any consequences or liability for any failure by you to do so.

ADVERTISING

1.36 Scope. Organizer will provide you with the advertising opportunities specified in the applicable Order Form pursuant to the terms set forth therein. Availability of certain advertising opportunities are limited.

1.37 Content. You are solely responsible for the content of all advertising and will ensure that such content is accurate, in compliance with applicable laws, and does not infringe on the rights of third parties, including intellectual property rights.