

TERMS AND CONDITIONS OF USE

MT CONFERENCE 2026 WEBSITE

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE OR PURCHASING TICKETS. BY ACCESSING THIS WEBSITE OR CLICKING “I AGREE,” YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

MT CONFERENCE 2026 RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO CHANGE, MODIFY, ADD, OR REMOVE PORTIONS OF THESE TERMS AT ANY TIME, PROVIDED THAT MATERIAL CHANGES WILL BE COMMUNICATED TO TICKET HOLDERS VIA EMAIL AT LEAST 30 DAYS BEFORE TAKING EFFECT. IT IS YOUR RESPONSIBILITY TO CHECK THESE TERMS PERIODICALLY FOR CHANGES. YOUR CONTINUED USE OF THIS WEBSITE FOLLOWING THE POSTING OF CHANGES AND THE EXPIRATION OF THE NOTICE PERIOD CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES. MATERIAL CHANGES SHALL NOT APPLY TO TICKETS ALREADY PURCHASED UNLESS REQUIRED BY LAW.

1. **DEFINITIONS AND AGREEMENT:**

1.1 **Definitions.** As used in these Terms and Conditions of Use (“**Agreement**”), the following terms shall have the meanings set forth below:

“**Conference**” - means the **MT Conference 2026**, a 3-day music industry event taking place on November 10th through 12th at a yet-to-be-named location in the Austin, Texas vicinity.

“**Conference Organizer**,” “**we**,” “**our**,” or “**us**” - refers to **MultiTracks.com, LLC**, a Texas limited liability company and its affiliates, officers, directors, employees, agents, and representatives.

“**Website**” - means the website located at <https://app.swapcard.com/login/event/mt-conference/registration> and all associated pages.

“**You**” or “**your**” - refers to the individual or entity accessing the Website or purchasing tickets to the Conference.

“**Performer**” - means any artist, musician, speaker, or presenter who is scheduled to appear or perform at the Conference.

“**Force Majeure Event**” - means any event beyond the reasonable control of the Conference Organizer, including but not limited to acts of God, natural disasters, fire, flood, earthquake, storm, hurricane, epidemic, pandemic, communicable disease outbreak, quarantine restrictions, war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest, government order or law, actions, embargoes or blockades, national or regional emergency, strikes, labor stoppages or slowdowns, or other industrial disturbances, shortage of adequate power or transportation facilities, and other similar events.

1.2 **Agreement.** This Agreement constitutes a legally binding contract between you and the Conference Organizer regarding your use of the Website and the purchase of tickets to the Conference. By accessing the Website, creating an account, or purchasing tickets, you acknowledge that you have read, understood, and agree

to be bound by this Agreement. If you do not agree to these terms, do not use this Website or purchase tickets through it.

2. **WEBSITE ACCESS AND USE:**

2.1 Eligibility. You must be at least 18 years of age to create an account, purchase tickets, attend the Conference, or enter into this Agreement. By using this Website, you represent and warrant that you meet this requirement.

2.2 Account Creation and Security. To purchase tickets, you may be required to create an account. You agree to:

- Provide accurate, current, and complete information during the registration process
- Maintain and update such information to keep it accurate, current, and complete
- Safeguard your account credentials (username, password, etc.)
- Accept responsibility for all activities that occur under your account
- Notify us immediately of any unauthorized use of your account or any other breach of security
- Ensure that you log out from your account at the end of each session

The Conference Organizer will not be liable for any loss or damage arising from your failure to comply with these obligations, except to the extent such liability cannot be excluded under applicable law.

2.3 Prohibited Activities. You agree not to:

- Use the Website for any illegal purpose or in violation of any local, state, national, or international law
- Violate or encourage others to violate the rights of third parties, including intellectual property rights
- Interfere with or disrupt the operation of the Website or servers or networks connected to the Website
- Attempt to gain unauthorized access to any portion of the Website or any systems or networks connected to the Website
- Use any robot, spider, or other automated device to access the Website
- Transmit any viruses, worms, defects, Trojan horses, or other items of a destructive nature
- Modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Website
- Create user accounts by automated means or under false pretenses
- Harvest or collect information about Website users without their consent
- Use the Website to generate unsolicited advertisements or spam
- Engage in any conduct that restricts or inhibits any person from using or enjoying the Website

2.4 Website Availability and Monitoring. We do not guarantee that the Website will be available at all times or that access will be uninterrupted or error-free. We reserve the right to suspend, restrict, or terminate access to the Website at any time with reasonable notice except in cases of emergency, security threats, or legal requirements. The Conference Organizer reserves the right, but has no obligation, to monitor the use of the Website. We may disclose any information necessary to satisfy any law, regulation, or governmental request, or to refuse to post, or to remove, any information or materials, in whole or in part, that in our reasonable discretion are objectionable or in violation of this Agreement.

2.5 Electronic Communications Consent. By using the Website and providing your email address, you consent to receive communications from us electronically. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing, pursuant to the Electronic Signatures in Global and National Commerce Act (E-SIGN Act). You may withdraw your consent to receive marketing communications at any time by contacting us at: admin@multitracks.com. However, you understand that certain transactional communications (such as ticket

confirmations, event updates, and legally required notices) must still be sent electronically as part of the ticket purchase and event attendance. If you withdraw consent to receive all electronic communications, we reserve the right to terminate your account and your ability to use the Website, and you may forfeit your tickets without refund.

3. **TICKET PURCHASE AND EVENT POLICIES:**

3.1 **Ticket Sales and Pricing.** All ticket sales are final, except as expressly provided in this Agreement or as required by applicable law. Prices are listed in U.S. Dollars and do not include applicable taxes, fees, or shipping charges, which will be calculated and displayed during the checkout process.

The following ticket types are available for purchase:

- **One (1) ticket option for the 3-Day Conference.** One ticket will be equal to one person's attendance and participation in all events for the **MT Conference 2026**, located at a yet-to-be-determined venue in Austin, Texas vicinity on **November 10th, 11th and 12th 2026**. The MT Conference 2026 will include all large group events, breakouts, and applicable meals, as communicated by the event team via email and on our website.

The Conference Organizer reserves the right to offer promotional discounts and special pricing at its discretion. All published ticket prices are subject to change without notice until purchased.

3.2 **Ticket Delivery.** Tickets will be delivered via email as electronic/mobile tickets. It is your responsibility to ensure that the email address provided is accurate and to check your spam or junk folders if you do not receive your tickets. Electronic tickets must be presented on a mobile device or printed for entry. The Conference Organizer is not responsible for any technical failures that prevent the presentation of valid tickets at entry. In the event of technical difficulties with digital ticket delivery or access, the Conference Organizer will provide alternative verification methods at the venue. Please bring a valid government-issued photo ID and the credit card used for purchase (if applicable) to facilitate this backup verification process.

3.3 **Ticket Verification.** Electronic tickets will include a unique QR code or similar verification technology. Tickets may be verified only once for entry to the Conference. Any attempts to copy, duplicate, or distribute a single ticket to multiple parties may result in denial of entry without refund and possible legal action. The Conference Organizer employs sophisticated anti-counterfeiting measures in its ticketing system. Any attempt to circumvent these measures constitutes fraud and may result in criminal prosecution.

3.4 **Refunds and Exchanges.** Tickets purchased through the Website are non-refundable except as expressly stated in this Agreement or as required by applicable law. Valid, verifiable unused tickets to the Conference may be exchanged for a ticket of equal or lesser value to the MT Conference 2027 (if any) provided that the ticket holder has submitted a written request for an exchange to: admin@multitracks.com with the subject line "Exchange Request" within ten (10) days following the last day of the Conference. In the event the Conference Organizer does not produce an MT Conference in 2027, no further exchanges or credits will be issued for valid, verifiable unused MT Conference 2026 tickets. No exchanges or credits will be issued for unused or partially used tickets. In the event of Conference cancellation, we will issue refunds as outlined in Section 3.7. The Conference Organizer reserves the right, in exceptional circumstances and at its sole discretion, to issue refunds for reasons not stated in this Agreement.

To request a refund in circumstances where refunds are permitted under this Agreement:

1. Submit a written request to admin@multitracks.com with the subject line "Refund Request"

2. Include your order number, name, and reason for the refund request
3. Submit your request within the applicable timeframe specified in this Agreement

All approved refunds will be processed within thirty (30) business days of approval and will be issued using the original payment method. If the original payment method is no longer available, refunds will be issued via check to the address on file.

3.5 Ticket Transfers. Tickets may be transferred to another individual through the official ticket transfer process on the Website (if available), subject to the following conditions:

- All transfers must be completed at least 48 hours prior to the start of the Conference.
- Transfers may be subject to a processing fee of up to \$25 per ticket.
- The recipient of the transferred ticket must create an account on the Website and agree to these Terms and Conditions.
- Once transferred, tickets cannot be transferred again.
- The original purchaser remains responsible for ensuring the recipient complies with these Terms and Conditions.

The Conference Organizer reserves the right to limit or prohibit ticket transfers at its sole discretion. If an official ticket transfer process is not available on the Website, tickets will be deemed non-transferable. Unauthorized resale or attempted resale of tickets above face value is grounds for cancellation of those tickets without refund. Resale at or below face value through unauthorized channels may also result in cancellation at the Conference Organizer's discretion.

3.6 Admission and Conduct at the Conference. Admission to the Conference is subject to lawful and proper behavior and compliance with:

- These Terms and Conditions
- All venue rules and regulations
- All applicable laws and regulations

The Conference Organizer reserves the right to refuse admission to or eject from the Conference any person who:

- Fails to comply with the above requirements
- Represents a security risk, nuisance, or annoyance to the Conference or other attendees
- Fails to possess a valid ticket or attempts to gain entry with a counterfeit or invalid ticket
- Engages in disruptive, dangerous, or illegal behavior
- Appears to be under the influence of alcohol or illegal substances to an extent that may endanger themselves or others
- Violates the Conference's anti-harassment policy
- Fails to comply with security screening procedures

No refunds will be given to anyone refused entry or ejected from the Conference due to their behavior.

3.7 Conference Cancellation or Rescheduling. In the event the Conference is cancelled and not rescheduled, we will issue refunds for the face value of the tickets within 30 days of the cancellation announcement. Processing fees and any other add-on purchases may not be refundable. If the Conference is rescheduled, tickets will be honored for the new date(s). If you are unable to attend on the rescheduled date(s), you may request a refund within 14 days of the rescheduling announcement. We are not responsible for any additional costs incurred due to cancellation or rescheduling, including but not limited to travel and

accommodation expenses.

3.8 Force Majeure. The Conference Organizer shall not be liable or responsible to you, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from a Force Majeure Event.

In the event of a Force Majeure Event, the Conference Organizer shall:

- Give prompt notice to ticket holders of the nature and extent of the Force Majeure Event
- Use commercially reasonable efforts to mitigate the effects of the Force Majeure Event
- Resume performance under this Agreement as soon as reasonably practicable after the removal of the cause

If a Force Majeure Event continues for more than 30 days, the Conference Organizer may terminate this Agreement by providing written notice to you and shall provide refunds in accordance with Section 3.7.

3.9 Health and Safety Policies. Attendance at the Conference may be subject to compliance with health and safety protocols in effect at the time of the event, which may include but are not limited to Capacity limitations. Current health and safety requirements will be posted on the Website and are subject to change based on public health guidance, governmental requirements, and the Conference Organizer's assessment of appropriate safety measures. Refusal to comply with these measures may result in denial of entry or removal from the Conference without refund.

In the event of a health emergency during the Conference, the Conference Organizer will:

- Follow established emergency response protocols
- Notify attendees of any significant health risks through email, mobile app alerts, and on-site announcements
- Cooperate with local health authorities as required
- Take reasonable measures to protect the health and safety of attendees

3.10 Recording and Photography Policy. Unless explicitly permitted by the Conference Organizer in writing, attendees are prohibited from:

- Recording audio or video of any Conference session, performance, or presentation
- Taking photographs for commercial purposes
- Live streaming or broadcasting any portion of the Conference
- Using professional photography or recording equipment without prior authorization

The Conference Organizer and its authorized representatives may take photographs and make recordings at the Conference. By attending, you grant the Conference Organizer a perpetual, worldwide, royalty-free, non-exclusive license to use your image, likeness, and voice in any live or recorded video display, photograph, or other transmission or reproduction of the Conference, in whole or in part, for promotional, educational, or commercial purposes without further authorization or compensation. You may opt out of this grant by providing written notice to admin@multitracks.com at least seven (7) days before the Conference, in which case the Conference Organizer will use reasonable efforts to exclude you from photography and recordings, though complete exclusion cannot be guaranteed in group settings.

Limited non-commercial, personal photography using smartphones or small consumer cameras is permitted,

provided it does not disrupt the Conference or violate the privacy of other attendees.

Social media sharing of Conference experiences is permitted and encouraged, provided that:

- Content shared does not violate any performer's intellectual property rights
- Content does not include substantial portions of any performance or presentation
- Content complies with the social media platforms' terms of service
- Content does not misrepresent the Conference or damage its reputation

3.11 Accessibility Accommodations. The Conference Organizer is committed to providing reasonable accommodations for attendees with disabilities in accordance with the Americans with Disabilities Act. The Conference venue is ADA-compliant with accessible entrances, restrooms, and seating areas.

Available accommodations may include, but are not limited to:

- Wheelchair accessible seating
- Assistive listening devices
- Sign language interpreters (with advance notice)
- Large print or electronic format materials
- Service animal accommodations

Attendees requiring special accommodations should contact the Conference Organizer at: admin@multitracks.com at least 30 days prior to the Conference to discuss their needs. While we will make reasonable efforts to accommodate requests made less than 30 days before the Conference, we cannot guarantee the availability of all accommodations with shorter notice.

3.12 Minor Attendance Policy. Individuals under 18 years of age (“Minors”) are not permitted to attend the Conference.

3.13 Security Screening and Prohibited Items. All attendees and their belongings may be subject to security screening prior to entry. By purchasing a ticket, you consent to such screening and acknowledge that refusal to participate will result in denial of entry without refund.

The following items are prohibited at the Conference:

- Weapons of any kind, including firearms, knives, pepper spray, and tasers
- Illegal substances and drug paraphernalia
- Outside food and beverages (except as required for medical purposes)
- Professional recording equipment without prior authorization
- Selfie sticks, tripods, and monopods
- Large bags, backpacks, and luggage (small purses and messenger bags are permitted)
- Drones or other remote-controlled devices
- Laser pointers
- Any other items deemed dangerous or inappropriate by the Conference Organizer

The Conference Organizer reserves the right to confiscate prohibited items and/or deny entry to individuals possessing such items.

3.14 Merchandise and Vendor Sales. Merchandise and other items may be available for purchase at the Conference. All merchandise sales are final unless the item is defective. Defective merchandise may be

exchanged at the merchandise booth during the Conference only. The Conference Organizer makes no warranties regarding the quality, safety, or suitability of any merchandise or other items sold by third-party vendors at the Conference. Any claims regarding such items should be directed to the vendor.

4. **PAYMENT AND PRICING:**

4.1 **Payment Methods.** We accept payment through the methods specified on our checkout page, which may include credit cards, debit cards, and other payment platforms. All payment information is processed securely by our third-party payment processors. By providing payment information, you represent and warrant that:

- You are authorized to use the designated payment method
- The payment information you provide is true, accurate, and complete
- You authorize the Conference Organizer to charge your designated payment method for the total amount of your purchase

For international payments, currency conversion rates and foreign transaction fees may apply according to your payment provider's terms. These additional costs are not controlled by the Conference Organizer and will not be refunded.

4.2 **Pricing and Taxes.** All prices are subject to change without notice prior to purchase. We reserve the right to modify prices at any time. All purchases are subject to applicable state and local taxes, which will be calculated based on the billing information you provide. The total price displayed at checkout will include all applicable taxes, fees, and charges. You are responsible for paying all such amounts.

4.3 **Order Verification and Fraud Prevention.** We reserve the right to verify orders and payment information before processing. We may cancel any order if we suspect fraudulent or unauthorized activity. For fraud prevention purposes, we may impose limitations on ticket purchases, including maximum quantities per customer and per credit card. We may also verify your billing address with your financial institution. The Conference Organizer employs industry-standard security measures to protect payment information. However, no method of electronic transmission or storage is 100% secure. We cannot guarantee absolute security of your payment information.

5. **INTELLECTUAL PROPERTY RIGHTS AND LICENSES:**

5.1 **Ownership.** All content on this Website, including but not limited to text, graphics, logos, images, audio clips, digital downloads, data compilations, and software, is the property of the Conference Organizer or its content suppliers and is protected by United States and international copyright, trademark, and other intellectual property laws. The Conference name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Conference Organizer or its affiliates. You may not use these marks without our prior written permission.

5.2 **Limited License.** We grant you a limited, non-exclusive, non-transferable, and revocable license to access and use the Website for its intended purpose of learning about the Conference and purchasing tickets. This license does not include the right to:

- Modify, reproduce, or distribute any Website content
- Use the Website for commercial purposes
- Create derivative works based on the Website content

- Use data mining, robots, or similar data gathering methods
- Use the Website in any manner that could damage or overburden it

This license terminates automatically if you violate any of these restrictions or the Agreement. Upon termination, you must destroy any downloaded materials in your possession.

5.3 User Content. If you submit comments, ideas, suggestions, or other content to the Website (“User Content”), you grant the Conference Organizer a worldwide, non-exclusive, royalty-free, perpetual, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such User Content in any media. You may request removal of your User Content by contacting us, and we will make reasonable efforts to remove it, except where it has been incorporated into derivative works or where removal is impractical.

You represent and warrant that:

- You own or control all rights to the User Content you post
- The User Content does not violate these Terms and Conditions
- The User Content does not violate the rights of any third party
- The User Content does not contain any material that is false, defamatory, obscene, or otherwise objectionable

The Conference Organizer does not claim ownership of User Content. However, by posting User Content, you grant other users’ permission to view and share your User Content.

5.4 Copyright Infringement. If you believe that any content on the Website infringes upon your copyright, please notify us by providing the following information:

- A physical or electronic signature of the copyright owner or authorized agent
- Identification of the copyrighted work claimed to have been infringed
- Identification of the material that is claimed to be infringing
- Your contact information (address, telephone number, and email address)
- A statement that you have a good faith belief that the disputed use is not authorized
- A statement, under penalty of perjury, that the information in your notice is accurate

Notices of copyright infringement should be sent to:

MultiTracks.com, LLC
 Attn: General Counsel
 1500 Arrow Point Drive, Ste. 701
 Cedar Park, TX 78613

Email: Lannie.cates@multitracks.com

Upon receipt of a valid notice of claimed copyright infringement, the Conference Organizer will:

- Remove or disable access to the allegedly infringing material
- Notify the content provider of the removal
- Provide the content provider with an opportunity to submit a counter-notification
- Restore the material if a valid counter-notification is received, unless legal action is initiated

5.5 Performer Intellectual Property Rights. All performances, presentations, and materials presented by Performers at the Conference are protected by copyright and other intellectual property laws. Attendees may not record, reproduce, or distribute these materials without express permission from the Performer and/or the Conference Organizer. Performers retain ownership of their intellectual property rights in their performances, presentations, and materials. However, by participating in the Conference, Performers grant the Conference Organizer a limited license to:

- Record and photograph their performances and presentations
- Use such recordings and photographs for promotional and archival purposes
- Include portions of such recordings in Conference highlights and promotional materials

This license does not transfer ownership of any intellectual property rights from the Performer to the Conference Organizer.

6. WARRANTIES, LIABILITY, AND INDEMNIFICATION:

6.1 Disclaimer of Warranties.

THE WEBSITE AND ALL CONTENT, MATERIALS, INFORMATION, AND SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE EXTENT PERMITTED BY LAW, THE CONFERENCE ORGANIZER DISCLAIMS WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. HOWEVER, THE CONFERENCE ORGANIZER DOES NOT DISCLAIM WARRANTIES THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW, INCLUDING THOSE UNDER THE TEXAS DECEPTIVE TRADE PRACTICES ACT.

THE CONFERENCE ORGANIZER MAKES NO WARRANTY THAT: (1) THE WEBSITE WILL MEET YOUR REQUIREMENTS; (2) THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (3) THE RESULTS OBTAINED FROM THE USE OF THE WEBSITE WILL BE ACCURATE OR RELIABLE; (4) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED THROUGH THE WEBSITE WILL MEET YOUR EXPECTATIONS; OR (5) ANY ERRORS IN THE WEBSITE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE WEBSITE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE CONFERENCE ORGANIZER OR THROUGH OR FROM THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

6.2 Assumption of Risk. You acknowledge that attending a live music conference involves inherent risks, including but not limited to:

- Physical injury or illness
- Property damage or loss
- Exposure to loud music that may cause hearing damage

- Exposure to strobe lighting or other special effects
- Exposure to communicable diseases
- Crowded environments that may cause discomfort or anxiety
- Other risks that may not be foreseeable

By purchasing tickets to the Conference, you acknowledge the risks associated with attendance and agree to take appropriate precautions based on your personal circumstances, including but not limited to wearing hearing protection, avoiding strobe lighting if sensitive, and maintaining awareness of your surroundings. However, this assumption of risk does not apply to injuries caused by the Conference Organizer's gross negligence or willful misconduct.

6.3 Limitation of Liability. IN NO EVENT SHALL THE CONFERENCE ORGANIZER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, VENDORS, OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF THE CONFERENCE ORGANIZER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF OR IN CONNECTION WITH:

1. THE USE OR INABILITY TO USE THE WEBSITE OR ATTEND THE CONFERENCE;
2. UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA;
3. STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE OR AT THE CONFERENCE;
4. ANY TRANSACTION OR CONTENT OBTAINED FROM OR THROUGH THE WEBSITE;
5. ANY INTERRUPTION, SUSPENSION, OR TERMINATION OF THE WEBSITE OR CONFERENCE;
6. ANY VIRUSES OR OTHER HARMFUL COMPONENTS THAT MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE;
7. ANY INJURIES, LOSSES, OR DAMAGES OF ANY KIND ARISING IN CONNECTION WITH YOUR USE OF THE WEBSITE OR ATTENDANCE AT THE CONFERENCE; OR
8. ANY OTHER MATTER RELATING TO WEBSITE OR THE CONFERENCE.

TO THE EXTENT PERMITTED BY LAW, THE CONFERENCE ORGANIZER'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION (EXCEPT FOR LIABILITY THAT CANNOT BE LIMITED UNDER APPLICABLE LAW, INCLUDING GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR VIOLATIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT) SHALL NOT EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE WEBSITE OR PURCHASING TICKETS THROUGH THE WEBSITE, OR \$500, WHICHEVER IS LESS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

6.4 Indemnification. You agree to indemnify, defend, and hold harmless the Conference Organizer, its affiliates, officers, directors, employees, consultants, agents, and representatives from any and all claims, liabilities, damages, and expenses (including attorneys' fees and costs) arising in any way from:

- Your use of the Website

- Your attendance at the Conference
- Your violation of these Terms and Conditions
- Your violation of any rights of another
- Your conduct in connection with the Website or the Conference

The Conference Organizer reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to reasonably cooperate with the Conference Organizer's defense of such claim at the Conference Organizer's expense.

This indemnification obligation will survive the termination of these Terms and Conditions and your use of the Website.

6.5 Release of Claims. To the maximum extent permitted by applicable law, you hereby release and forever discharge the Conference Organizer, its affiliates, officers, directors, employees, consultants, agents, and representatives from any and all claims, demands, causes of action, damages, losses, expenses, and liabilities of every kind and nature, whether known or unknown, arising out of or in any way connected with your attendance at the Conference.

This release specifically includes, without limitation, claims related to:

- Personal injury or property damage
- Exposure to communicable diseases
- Cancellation or rescheduling of the Conference
- Changes to Conference programming or Performer lineup
- Actions of other attendees

TO THE EXTENT PERMITTED BY LAW, YOU WAIVE UNKNOWN CLAIMS RELATED TO YOUR CONFERENCE ATTENDANCE, EXCEPT THAT THIS WAIVER DOES NOT APPLY TO CLAIMS THAT CANNOT BE WAIVED UNDER TEXAS LAW, INCLUDING CLAIMS FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR STATUTORY RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES ACT.

7. DISPUTE RESOLUTION AND GOVERNING LAW:

7.1 Governing Law. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law provisions.

7.2 Dispute Resolution. Any dispute, controversy, or claim arising out of or relating to these Terms and Conditions, the Website, or the Conference shall be resolved as follows:

7.2.1 Informal Resolution: The parties shall first attempt in good faith to resolve any dispute informally by contacting the Conference Organizer at **MultiTracks.com, LLC.**, Attn: Vice President of Operations, 1500 Arrow Point Drive, Ste. 701, Cedar Park, TX 78613.

7.2.2 Mandatory Arbitration: If the dispute cannot be resolved informally, it shall be resolved exclusively by binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Consumer Arbitration Rules (for consumer transactions) or Commercial Arbitration Rules (for non-consumer transactions) then in effect. The arbitration shall be conducted in Austin, Texas (or, at the consumer's option, by telephone, videoconference, or other remote means if the consumer's claim is \$10,000 or less), by a single arbitrator selected in accordance with the AAA rules. Each party

shall bear its own attorneys' fees and costs, except that the Conference Organizer shall pay all AAA filing, administration, and arbitrator fees for claims of \$10,000 or less, unless the arbitrator finds the claim frivolous. . The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

7.2.3 Exceptions to Arbitration: Notwithstanding the foregoing, the following shall not be subject to mandatory arbitration:

- Disputes relating to the enforcement or validity of any intellectual property rights
- Claims for injunctive relief
- Small claims actions that qualify for jurisdiction in a small claims court

7.3 Class Action Waiver. TO THE EXTENT ENFORCEABLE UNDER APPLICABLE LAW, YOU AND THE CONFERENCE ORGANIZER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and the Conference Organizer agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. IF THIS CLASS ACTION WAIVER IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF THIS ARBITRATION PROVISION SHALL BE NULL AND VOID.

7.4 Limitation on Time to File Claims. TO THE EXTENT PERMITTED BY LAW, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITE, THE CONFERENCE, OR THESE TERMS AND CONDITIONS MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED, EXCEPT WHERE APPLICABLE LAW PROVIDES FOR A LONGER LIMITATIONS PERIOD THAT CANNOT BE CONTRACTUALLY SHORTENED.

7.5 Texas Deceptive Trade Practices Act Notice. SOME STATES, INCLUDING TEXAS, DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS IN THIS AGREEMENT MAY NOT APPLY, AND YOU MAY HAVE ADDITIONAL RIGHTS.

UNDER TEXAS LAW, THE CONSUMER HAS SPECIFIC RIGHTS. THE FOLLOWING NOTICE APPLIES IF YOU ARE PURCHASING TICKETS AS A CONSUMER:

NOTICE: THIS CONTRACT IS SUBJECT TO CHAPTER 17, SUBCHAPTER E, TEXAS BUSINESS & COMMERCE CODE (DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT). THE REMEDIES PROVIDED IN THE ACT ARE IN ADDITION TO ANY OTHER REMEDIES PROVIDED BY LAW OR IN EQUITY.

8. THIRD-PARTY LINKS AND CONTENT:

8.1 Third-Party Websites. The Website may contain links to third-party websites or services that are not owned or controlled by the Conference Organizer. The Conference Organizer has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You acknowledge and agree that the Conference Organizer shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any

such content, goods, or services available on or through any such websites or services. We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

8.2 Third-Party Vendors at the Conference. The Conference may include exhibits, booths, or services provided by third-party vendors. The Conference Organizer does not endorse, guarantee, or assume responsibility for any product or service provided by these vendors. Any purchase, transaction, or agreement between you and a third-party vendor is solely between you and that vendor. The Conference Organizer is not a party to such transactions and, to the maximum extent permitted by law, disclaims all liability arising from or related to such transactions.

9. INTERNATIONAL ATTENDEES:

9.1 Visa and Travel Requirements. The Conference Organizer does not guarantee that any attendee will be able to obtain the necessary visas or travel authorizations to attend the Conference. International attendees are solely responsible for:

- Obtaining appropriate visas and travel documents
- Complying with all immigration requirements
- Arranging and paying for all travel and accommodations
- Complying with customs regulations

The Conference Organizer will provide a confirmation of registration upon request to assist with visa applications but cannot intervene in the visa process or guarantee approval. The Conference Organizer makes no representations or warranties regarding the accuracy, completeness, or suitability of such confirmation for visa purposes.

9.2 International Payments. For international payments, the following provisions apply:

- All prices are listed in U.S. Dollars
- Currency conversion rates are determined by your payment provider
- Foreign transaction fees may be charged by your payment provider or bank
- The Conference Organizer is not responsible for any fees, charges, or exchange rate fluctuations associated with international payments

9.3 Language. These Terms and Conditions and all related documents are written in English. While translations may be provided for convenience, the English version shall prevail in case of any conflict or discrepancy.

10. PERFORMER TERMS AND CONDITIONS:

10.1 Performer Agreements. Performers at the Conference are subject to separate performer agreements that govern their participation, compensation, and obligations. These Terms and Conditions apply to Performers only to the extent they are not superseded by such performer agreements. In the event of any conflict between these Terms and Conditions and a separate performer agreement, the performer agreement shall control with respect to that specific Performer.

10.2 Performer Cancellations. The Conference Organizer reserves the right to change the Conference program, including Performer lineups, without prior notice. If a particular Performer cancels their appearance or cannot perform for any reason, the Conference Organizer will make reasonable efforts to find a replacement but is not obligated to do so. Ticket holders are not entitled to refunds based on changes to the Performer lineup

unless the Conference Organizer, in its reasonable discretion, determines that such changes fundamentally alter the nature of the Conference.

10.3 Performer Content and Intellectual Property. All content presented by Performers, including but not limited to music, speeches, presentations, and visual materials, remains the intellectual property of the respective Performers or their licensors.

By performing at the Conference, Performers are deemed to grant the Conference Organizer a limited, non-exclusive, royalty-free, worldwide license to:

- Promote their appearance at the Conference
- Include their name, likeness, and biographical information in Conference materials
- Record their performance for archival and promotional purposes, including but not limited to use on the Conference Organizer's website, social media channels, and marketing materials
- Use excerpts of their performance in Conference highlights and promotional materials

This license does not transfer ownership of any intellectual property rights from the Performer to the Conference Organizer. Performers represent and warrant that they have the necessary rights to grant this license and that the Conference Organizer's exercise of the licensed rights will not infringe upon any third-party rights.

11. HEALTH AND SAFETY:

11.1 General Safety. The Conference Organizer prioritizes the safety and security of all attendees. You agree to comply with all safety instructions, signage, and directions provided by Conference staff, security personnel, and venue representatives. In case of emergency, follow evacuation procedures and instructions from authorized personnel. Familiarize yourself with emergency exits and assembly points upon arrival at the venue.

11.2 Health Emergencies. In the event of a health emergency during the Conference, the Conference Organizer will:

- 11.2.1 Activate the venue's emergency response protocol;
- 11.2.2 Coordinate with on-site medical personnel;
- 11.2.3 Notify emergency services as appropriate; and
- 11.2.4 Communicate necessary information to attendees.

The Conference Organizer maintains a comprehensive emergency response plan that includes procedures for various health emergencies, including but not limited to medical incidents, communicable disease exposure, and natural disasters.

11.3 Insurance Recommendation. The Conference Organizer strongly recommends that attendees obtain appropriate insurance coverage for their attendance at the Conference, including:

- Travel insurance
- Health insurance with coverage in the United States
- Personal property insurance

The Conference Organizer does not provide insurance coverage for attendees and, except for losses or injuries caused by the Conference Organizer's gross negligence or willful misconduct, is not responsible for any losses

or injuries that may occur during the Conference.

12. **MISCELLANEOUS PROVISIONS:**

12.1 Severability. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which will otherwise remain in full force and effect. To the extent permitted by law, the invalid or unenforceable provision shall be replaced with a valid and enforceable provision that most closely reflects the original intent of the parties.

12.2 Waiver. The failure of the Conference Organizer to enforce any right or provision of these Terms and Conditions shall not be deemed a waiver of such right or provision. Any waiver of any provision of these Terms and Conditions will be effective only if in writing and signed by the Conference Organizer.

12.3 Assignment. You may not assign these Terms and Conditions or any rights or obligations hereunder, by operation of law or otherwise, without our prior written consent, and any attempted assignment without such consent will be void. We may assign these Terms and Conditions without your consent to (i) any affiliate or subsidiary, (ii) any successor entity in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets, or (iii) any third party with your prior written consent.

12.4 Entire Agreement. These Terms and Conditions, together with the Privacy Policy and any other legal notices published by the Conference Organizer on the Website and expressly incorporated by reference herein, shall constitute the entire agreement between you and the Conference Organizer concerning the Website and the Conference. This Agreement supersedes all prior or contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

12.5 Headings. The section titles in these Terms and Conditions are for convenience only and have no legal or contractual effect.

12.6 Contact Information. If you have any questions about these Terms and Conditions, please contact us at:

MultiTracks.com, LLC
1500 Arrow Point Drive, Ste. 701
Cedar Park, TX 78613

Email: admin@multitracks.com

12.7 Survival. The following provisions shall survive the termination of these Terms and Conditions: Sections 5 (Intellectual Property Rights and Licenses), 6 (Warranties, Liability, and Indemnification), 7 (Dispute Resolution and Governing Law), 12.1 (Severability), 12.2 (Waiver), 12.4 (Entire Agreement), and any other provisions that by their nature should survive termination.

12.8 Electronic Signature. You acknowledge and agree that by clicking “I Agree” or similar button, or by accessing or using the Website, you are entering into this Agreement electronically and your action constitutes a legally binding electronic signature under the Electronic Signatures in Global and National Commerce Act (E-SIGN Act) and the Uniform Electronic Transactions Act (UETA).

12.9 Modification of Terms. The Conference Organizer reserves the right to modify these Terms and Conditions at any time. We will provide notice of material changes by posting the amended terms on the

Website, updating the “Last Updated” date and sending notice to your registered email address at least thirty (30) days prior to the effective date of such changes. Your continued use of the Website following the posting of revised Terms and Conditions means that you accept and agree to the changes.

By clicking “I AGREE” or by using the Website, you acknowledge that you have read these Terms and Conditions, understand them, and agree to be bound by their terms and conditions.

Last updated: November 7, 2025

[I AGREE]

[I DO NOT AGREE]