



## TERMS & CONDITIONS

1. Requests for service and special arrangements at the advance rate must be received no less than seven (7) days prior to scheduled arrival time for move-in. Otherwise, the standard rate applies to each service.
2. Complete information must be provided on the Telephone/Internet Order Request Form to ensure prompt processing of the order. Incomplete information will delay processing.
3. Conditions for processing service order forms:
  - a) Payment for service must accompany service orders.
  - b) For new service required at time of show please call (604) 647-7299 or visit the VCEC Service Desk located on the floor of your show during scheduled move-in times.
4. Credit will not be given for service installed and not used.
5. The Customer will be fully responsible for the safekeeping of any equipment during the show and its prompt return at the close of the show to VCEC personnel.
6. It is understood that if after assignment, VCEC must change a pre-assigned I.P. address, the Customer has no recourse for compensation against VCEC. Every effort will be made to maintain the originally assigned address.
7. Only VCEC personnel are authorised to modify system wiring or cabling.
8. Material and equipment furnished by VCEC for this service order shall remain the property of VCEC.
9. Customer shall not and shall not permit any of its users or other third parties to:
  - (a) disclose private communications without permission to parties other than the intended recipient, or the disclosure of confidential information;
  - (b) restrict or inhibit any other user from using and enjoying the Internet;
  - (c) post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, or profane information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, provincial, state, national or international law, including without limitation, export control laws and regulations;
  - (d) post or transmit any information or software that contains a virus, worm, cancelbot or other harmful component;
  - (e) upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Internet which is protected by copyright or other proprietary right or derivative works with respect thereto, without obtaining permission of the copyright owner or rightholder; or
  - (f) abuse or fraudulently use the Internet in any way not specifically set forth above.
10. Limitation of Liability
  - (a) Customer understands that Customer and its users may access the Internet through the service. Customer understands further that neither the VCEC nor its Internet Service Provider operate or control the Internet in any way, and that all merchandise, information and services offered or made available or accessible on the Internet are offered or made available or accessible by third parties.
  - (b) Customer assumes total responsibility and risk for Customer's and its users' use of the service and the Internet. Neither the VCEC nor its Internet Service Provider make any express or implied warranties, representations or endorsements whatsoever (including without limitation warranties of title or noninfringement, or the implied warranties of merchantability or fitness for a particular purpose) with regard to any merchandise, information or service provided through the Internet, and neither the VCEC nor its Internet Service Provider shall be liable for any cost or damage arising either directly or indirectly from any such transaction. It is solely Customer's and its users' responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services and other information, and the quality and merchantability of all merchandise, provided on the Internet generally.
  - (c) Customer understands further that the Internet contains unedited materials some of which are sexually explicit or may be offensive to some people. Customer and its users access such materials at their own risk. The VCEC and its Internet Service Provider have no control over and accept no responsibility whatsoever for such materials.
  - (d) The service is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, noninfringement or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by the VCEC or its Internet Service Provider or their affiliates or their contractors or their respective employees shall create a warranty. Neither the VCEC nor its Internet Service Provider warrants that the service will be uninterrupted or error free or that any information, software or other material accessible on the Internet is free of viruses, worms, trojan horses or other harmful components.
  - (e) Under no circumstances shall the VCEC or its Internet Service Provider or their affiliates or contractors be liable for any direct, indirect, incidental, special, punitive or consequential damages that result in any way from Customer's or its users' use of or inability to use the service or to access the Internet or any part thereof, or Customer's or its users' reliance on or use of information, services or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance.
  - (f) Without in any manner limiting the express limitations contained in this section, neither the VCEC nor its Internet Service Provider shall be liable to Customer or its users or any other parties for any:
    - (i) act or omission of a telecommunications carrier whose facilities are used in establishing connections;
    - (ii) disclosure of private communications to parties other than the intended recipient, or the disclosure of confidential information;
    - (iii) restriction or inhibition imposed by a third party;
    - (iv) posting, transmittal or receipt of any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, or profane information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, provincial, state, national or international law, including without limitation, export control laws and regulations;
    - (v) posting or transmittal of any information or software that contains a virus, worm, cancelbot or other harmful component;
    - (vi) uploading, downloading, posting, publishing, transmittal, reproducing, or distributing in any way, of information, software or other material obtained through the Internet which is protected by copyright or other proprietary right or derivative works with respect thereto;
    - (vii) infringement of patents or other proprietary rights; or
    - (viii) abuse or fraudulent use of the Internet in any way not specifically set forth above.