

Terms of Use & Rental Agreement

Trade Show Internet ("TSI") and you ("Customer"), the person placing an order with TSI, hereby agree to the following Terms of Use and Rental Agreement ("TOU") with respect to the rental equipment and related services provided by TSI, collectively referred to as the ("Products"). This TOU is accepted by Customer upon placement of an order and constitutes a binding and enforceable legal agreement between the parties. This TOU can only be modified in writing by an officer of TSI. Specifically, this TOU cannot be modified by any TSI representative over the phone or by email.

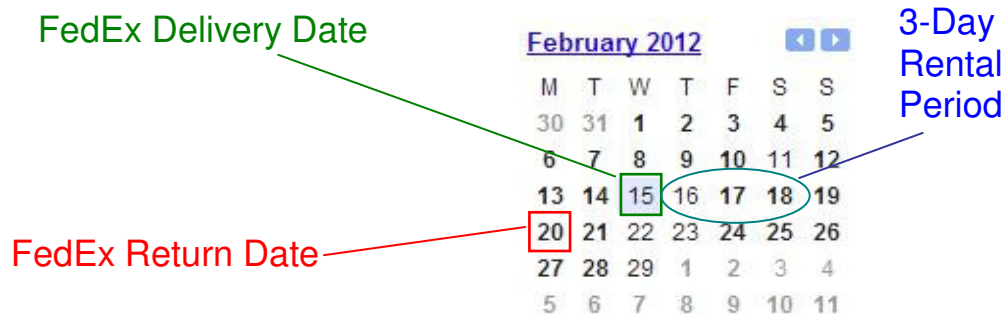
For the purposes of this agreement, Products shall be defined as, but are not limited to: TSI's Internet Kit and all components, computers, laptops, monitors, iPads, projectors, screens, kiosks, and any other technology or equipment provided as part of a TSI rental.

1. Authorization

- a. If Customer is an entity and not an individual, then the person accepting this TOU represents and warrants that he/she has been properly authorized and empowered to do so on behalf of such entity.
- b. Customer acknowledges and agrees that Customer is executing and agreeing to be bound by the terms of this TOU after fully reviewing and understanding the terms and conditions set forth herein, and after having the opportunity to consult legal counsel and negotiate any terms Customer believes require modification.
- c. By providing TSI with payment, Customer represents that he/she is at least 18 years of age, is authorized to make charges on such account, and accepts this TOU.

2. Payment, Rental Period

- a. Customer shall pay the rental charges for the Products reflected on TSI's website at the time of the reservation or as invoiced by TSI (the "Rental Charges"). When using TSI's common carrier, possession of Products and liability for loss/damage/theft to Products shall pass from TSI to Customer F.O.B. destination, remain with Customer during entire rental, and pass back to TSI F.O.B. origin (the "Rental Period"). When using Customer's common carrier, possession of Products and risk of loss/damage/theft to Products shall pass from TSI to Customer F.O.B. origin, remain with Customer during entire rental, and pass back to TSI F.O.B. destination: 2044 Union Street, San Francisco, CA 94123 (the "Rental Period"). Roundtrip transportation costs and shipping costs are the responsibility of Customer.
- b. Products will be delivered on or before the Customer's requested delivery date and may be used upon arrival through the last day of the rental. Customer's requested delivery date shall be no more than 1 business day prior to the 1st date of the rental. All Products must be returned to the common carrier no later than 1 business day after the last date of the rental to avoid late fees. Weekends and Federal holidays are excluded.



- c. All rentals must be paid in full at the time an order is placed, and no later than the time Products are shipped, unless Customer has pre-established a Net Terms account with

TSI. Rental payment may be made via check or by VISA, MasterCard, Discover, or American Express credit cards.

- d. Customer is responsible for all rental charges, shipping and handling fees, third-party delivery fees, all applicable taxes, cancellation fees, late payment fees, charges for lost/damaged/stolen Products, and drayage/union fees during the entire rental.
 - e. Rental reservations are accepted on a first come, first served basis. Prices are subject to availability. TSI retains the right to deny service to any Customer or cancel an already scheduled rental prior to shipment in accordance with the refund policy described in this TOU.
3. Product Delivery
- a. TSI shall deliver the Products to Customer at the shipping or delivery address designated by Customer. TSI reserves the right to choose the common carrier and shipment method best suited for the delivery of the Products, in its sole discretion. For Products sent via common carrier, the Products shall not be delivered to a meeting room or trade show booth.
 - b. TSI shall use reasonable efforts to deliver the Products on or by the requested delivery date but shall not incur any liability in the event of any delay. Customer shall accept the Products when delivered on or before the requested delivery date. There will be no charge to the Customer for additional day(s) if Customer receives the Products early. In the event the Products are delivered after the requested delivery date, Customer may request a partial refund in accordance with the refund policy described in this TOU.
 - c. If, for any reason, Customer or Customer's agent/representative fails or refuses to accept the Products when delivered by the common carrier on or before the delivery date, Customer shall be liable for the stated Rental Charges (as defined herein) and any applicable cancellation charge.
 - d. Customer shall inspect the Products upon receipt and immediately notify TSI if the Products are missing/stolen/damaged or otherwise not as originally ordered. TSI shall undertake its best efforts to immediately correct the problem upon being notified.
4. Product Return
- a. Unless otherwise arranged with TSI, Customer or Customer's agent/representative shall return the Products to TSI at the end of the rental.
 - b. Unless otherwise arranged with TSI, TSI's designated return address is:

Trade Show Internet
2044 Union Street
San Francisco, CA 94123

- c. Products shall be returned in good working order and in the same condition in which Products were delivered to Customer.
 - d. Customer shall return the Products using the pre-paid common carrier return shipping label provided. Customer shall place the Products in a sealed cardboard box or in similarly protective return packaging provided by TSI.
 - e. Should Customer return the Products using means other than those specified by TSI, all Rental Charges will continue to accrue, and Customer will remain liable for any additional charges and any damage to the Products while in transit.
5. Late Fees
- a. TSI is entitled to charge the Customer's credit card, on a delayed basis, at any time after the Products have been returned for any Products that are returned to the common carrier later than 1 business day after the last date of the rental. Customer will be charged for one day of rental charges for each 24 hour period that the Products are in Customer's possession. No refunds or partial credits will be issued for Products returned early. All late fees are payable to TSI by Customer at the end of the Rental Period.

6. Theft/Loss/Damage to the Products During a Rental
 - a. For Products returned with any components or pieces missing or damaged, Customer shall be charged the full replacement value as listed on TSI's current published Replacement Parts Price List, due and payable immediately. TSI's current published Replacement Parts Price List is available for review upon request.
 - b. In the event Products are lost, Customer must notify TSI immediately. Customer is responsible for the entire Rental Charges and any late fees incurred up to the time that the Customer contacts TSI. For Products deemed lost, Customer will be charged the full replacement value listed on TSI's current published Replacement Parts Price List, due and payable immediately.
7. Refunds and 100% Money-Back Guarantee
 - a. TSI will provide an 80% refund of the total Rental Charges, including shipping and handling, for an order cancelled by the Customer at least 14 days prior to Customer's requested delivery date. No refunds will be issued for any other cancellations except as described below.
 - b. TSI will provide Customer with a 100% refund of all Rental Charges, including shipping and handling fees, if TSI fails to ship the ordered Products or cancels an already scheduled rental prior to shipment.
 - c. TSI will provide Customer with a 100% refund of all Rental Charges (excluding shipping and handling) if Customer is not fully satisfied with Products. To qualify, Customer must contact TSI during the Rental Period and give TSI an opportunity to resolve the problem. If Customer feels TSI is unable to resolve the problem, Customer shall then:
 - i. contact TSI and clearly state a refund request during the Rental Period
 - ii. cease using the Products and return all Products to TSI within 24 hours.
Customer must produce a common carrier receipt and tracking number to prove that Products have been returned within the requisite time period.
 - d. Refunds for International equipment rentals shall exclude shipping, handling, and up to \$150 in non-refundable cross-rental equipment fees borne by TSI.
 - e. No refunds will be issued for claims made by Customer after the conclusion of the rental.
8. General Terms
 - a. The headings in this TOU are for convenience of reference only and shall not affect the meaning or construction of the provisions contained herein.
 - b. Customer's rights and obligations under this TOU cannot be assigned or transferred by Customer, nor can they be modified or waived except by written instrument signed by TSI or its authorized agent. This TOU constitutes the entire agreement between TSI and Customer; there are no other representations, conditions, warranties, guarantees, or collateral agreements, express or implied, statutory or otherwise, concerning the use or rental of the Products, other than as set forth herein.
 - c. TSI may assign all or part of its rights or duties under this TOU without notice to Customer, except to the extent required by law. Such an assignment releases TSI from all liability. Subject to these restrictions, this TOU will bind the heirs, successors, and assigns of the respective parties who will receive its benefits.
 - d. Customers shall not be permitted to modify, improve, adapt or enhance the Products, and shall not be permitted to decompile, disassemble or otherwise reverse engineer the Products or any portion thereof, or determine or attempt to determine any source code, algorithms, methods or techniques embodied in the Products or any portion thereof. Right, title, and interest in any improvements, add-ons or modifications to the Products, and in any applications of use for the Products shall vest in TSI.
 - e. Neither TSI, its officers, employees, partners, nor any of the manufacturers or OEM component providers of the Products shall be liable for any special, indirect, consequential, punitive or incidental damages arising out of usage or distribution of the Products.

- f. Customer agrees to indemnify and hold TSI, its officers, directors, employees, and partners harmless from and against any and all claims, damages, costs, expenses (including reasonable attorneys fees and costs) or liabilities that may result, in whole or in part, from use or misuse of the Products, Customer's willful acts, omissions, negligence or misconduct arising out of the exercise of Customer's rights and obligations under these terms, or from TSI's breach of its representations and warranties herein.
 - g. Customer shall not remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices placed on, or embedded in the Products.
 - h. TSI makes no other warranties, express, implied, statutory or otherwise, with respect to the Products or any services provided hereunder, and TSI specifically disclaims any implied warranties of fitness for a particular purpose, merchantability, and non-infringement. TSI does not warrant that the Products or any services provided hereunder will meet Customer's requirements, that the operation of the Products will be uninterrupted or error free, or that defects in the Products will be corrected. In the event of a non-functioning or unsatisfactory rental, or any other claim by Customer related to this agreement, TSI's sole liability shall be limited to the Rental Charges paid by Customer for rental of the Products.
9. Arbitration and Equitable Relief
 - a. *Arbitration.* Customer agrees that any and all controversies, claims or disputes with anyone (including TSI and any employee, officer, director, shareholder or partner of TSI, in its capacity as such or otherwise) arising out of, relating to or resulting from Customer's or TSI's performance or non-performance under this TOU, or the termination of this TOU, including any breach of this TOU, to the extent permissible under the law, shall be subject to binding arbitration under the Arbitration Rules set forth in California Code of Civil Procedure Section 1280 through 1294.2, including Section 1283.05 (the "Rules") and pursuant to California law. Customer understands that this Agreement to arbitrate also applies to any disputes that TSI may have with Customer. All claims not subject to compulsory arbitration set forth above shall be brought in the State and federal courts located in the County of San Francisco and stayed until after all claims subject to compulsory arbitration are resolved and shall be governed by California law without respect to any conflicts of law.
 - b. *Procedure.* Customer agrees that any arbitration will be administered by the American Arbitration Association ("AAA"), and that a neutral arbitrator will be selected in a manner consistent with its rules. Customer agrees that the arbitrator will have the power to decide any motions brought by any party to the arbitration, including discovery motions, motions for summary judgment and/or adjudication and motions to dismiss and demurrers, prior to any arbitration hearing. Customer agrees that the arbitrator will issue a written decision on the merits. Customer also agrees that the arbitrator will have the power to award any remedies, including attorneys' fees and costs, available under applicable law. Customer understands that TSI will pay for any administrative or hearing fees charged by the arbitrator or AAA, except that Customer shall pay the first \$125.00 of any filing fees associated with any arbitration Customer initiates. Customer agrees that the arbitrator will administer and conduct any arbitration in a manner consistent with the Rules and that, to the extent that the AAA's rules conflict with the Rules, the Rules will take precedence.
 - c. *Remedy.* Except as provided in Section 9(b) and by the Rules, arbitration will be the sole, exclusive and final remedy for any dispute between the TSI and Customer. Notwithstanding the foregoing, the arbitrator will not have the authority to disregard or refuse to enforce any lawful TSI policy, and the arbitrator shall not order or require the TSI to adopt a policy not otherwise required by law which TSI has not adopted.
 - d. *Availability of Injunctive Relief.* In addition to the right under the Rules to petition the court for provisional relief, Customer agrees that any party may also petition the court for injunctive relief where either party alleges or claims a violation this TOU. In the event either TSI or Customer seeks injunctive relief, the prevailing party will be entitled to recover reasonable costs and attorneys' fees.

10. Governing Law

- a. This TOU shall be governed by the laws of California without regard to California's conflicts of law rules.

11. Entire Agreement

- a. This TOU constitutes the entire agreement between the parties with respect to the subject matter of this TOU and supersedes all prior written and oral agreements between the parties regarding the subject matter of this TOU. TSI reserves the right to modify this TOU, in its sole discretion, at any time, without providing prior notice to Customer. It shall be Customer's responsibility to stay up to date with the terms and conditions of the TOU. The governing TOU will be the version published and in effect on TSI's website at the time the Customer pays the Rental Charges to TSI.

12. Notices

- a. Any notice or other communication required or permitted by this TOU to be given to TSI shall be in writing and shall be deemed given if delivered personally or by commercial messenger or courier service, or mailed by U.S. registered or certified mail (return receipt requested), to TSI at TSI's address listed in Section 4b or at such other address as TSI may have previously specified by like notice. If by mail, delivery shall be deemed effective three business days after mailing in accordance with this section.

13. Attorneys' Fees

- a. In any dispute that is brought by one of the parties to this TOU related to this TOU, the prevailing party will be entitled to reasonable attorneys' fees, in addition to any other relief to which that party may be entitled.

14. Severability

- a. If any provision of this TOU is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.

15. Use of the Verizon Wireless Network

When using the Verizon Wireless network and/or equipment, Customer is subject to the Verizon Wireless VZACCESS Acceptable Use Policy listed below.

Verizon Wireless' VZAccess Acceptable Use Policy ("AUP") with respect to its Customers or Customers for use of VZAccess Services ("Services") purchased pursuant to this Agreement shall include the following, but the following shall be without limitation of Verizon Wireless' other rights to suspend or terminate access between it and its Customers or Customers for use of the Services that it otherwise possesses pursuant to law or the Customer Agreement or the BroadbandAccess/NationalAccess TOU.

All Customers or Customers who use the Services must agree to and must comply with this AUP. Verizon Wireless may remove, block, filter, or restrict by any other means the transmission of any material or use of the Services if Verizon Wireless determines, in its sole discretion, that such transmission or use may be unlawful. Verizon Wireless will cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. In addition, violation of this AUP may result in the suspension or termination of the Services. The following constitute violations of this AUP:

- a. Unlawful use: Using the Services to transmit any material (by email or otherwise) whose transmission is unlawful under any law applicable to such transmission.
- b. Harm to minors: Using the Services to harm, or attempt to harm, minors in any way.
- c. Threats: Using the Services to transmit any material (by email or otherwise) that threatens or encourages bodily harm or destruction of property.

- d. Harassment: Using the Services to transmit any material (by email or otherwise) that unlawfully or otherwise harasses another.
- e. Fraudulent activity: Using the Services to make fraudulent offers to sell or buy Products, items, or services or to advance any type of financial scam such as "pyramid schemes", "Ponzi schemes", unregistered sales of securities, securities fraud and "chain letters."
- f. Forgery or impersonation: Adding, removing or modifying identifying network, message, or article header information in an effort to deceive or mislead is prohibited while using the Services. Attempting to impersonate any person by using forged headers or other identifying information is prohibited.
- g. Unsolicited commercial email/Unsolicited bulk email: Using the Services to transmit any unsolicited commercial email or unsolicited bulk email. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email, whether or not that email is commercial in nature, are prohibited. Using deliberately misleading headers in e-mails sent to multiple parties is prohibited.
- h. Unauthorized access: Using the Services to access, or to attempt to access without authority, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Verizon Wireless' or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in disruption of service or the corruption or loss of data.
- i. Copyright or trademark infringement: Using the Services to transmit any material (by email or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
- j. Collection of personal data: Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
- k. Network disruptions and unfriendly activity: Using the Services for any activity that adversely affects the ability of other people or systems to use either Verizon Wireless Services or other parties' Internet-based resources. This specifically but without limitation includes excessive consumption of network or system resources whether intentional or unintentional. This also includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited.

In addition, you shall defend, indemnify, and hold harmless Verizon Wireless from any claims, damages, losses, or expenses (including without limitation attorney fees and costs) incurred in connection with all claims, suits, judgments and causes of action for damages arising from your breach of any provision of this Agreement.

Verizon Wireless is under no obligation to monitor your usage, bandwidth, transmissions and content of this Service. However, anyone using this Service agrees that Verizon Wireless may monitor the usage, bandwidth, transmissions and content of the Service periodically to (1) comply with any necessary laws, regulations or other governmental requests; (2) to operate the Service properly or to protect itself, its network and its users. Verizon Wireless reserves the right to modify, reject or eliminate any information residing on or transmitted to its server that it, in its sole discretion, believes is unacceptable or in violation of these TOU.

The failure of Verizon Wireless to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this AUP is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

Except for trademark and copyright matters governed by the federal laws of the United States, the foregoing provisions shall be governed by and construed in accordance with the substantive laws of the State of Delaware, without regard to the principles of conflict of law thereof.

Furthermore, TSI and Verizon Wireless have the right to terminate access to or use of the Services as set forth in this policy.

16. Use of the Sprint PCS Network

When using the Sprint PCS network and/or equipment, Customer is subject to the following Restrictions On Using Services.

Customer shall not use Sprint PCS services:

- a. to transmit content/messages that are, or in any manner that is, illegal, fraudulent, threatening, abusive, defamatory, or obscene;
- b. in a way that could cause damage or adversely affect our Customers, reputation, network, property or Services;
- c. to communicate any unsolicited commercial voice, text, SMS, or other message;
- d. to infringe on the copyright of another, or upload or transmit any "virus," "worm," or malicious code; or
- e. in any way prohibited by the terms of our Services, the Agreement or our Policies.
- f. with server devices or host computer applications, or other systems that drive continuous heavy traffic or data sessions;
- g. as a substitute or backup for private lines or frame relay connections; or
- h. for any other unintended use as we determine in our sole discretion.

Sprint PCS reserves the right to limit, suspend or constrain any heavy, continuous data usage that adversely impacts our network performance or hinders access to our network.