

SKYTEK EVENTS

TERMS AND CONDITIONS OF SERVICE

Free Event Planner & Pro Event Management Platform

Effective Date: April 2026

IMPORTANT NOTICE: PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SKYTEK EVENTS PLATFORM. BY ACCESSING, REGISTERING FOR, OR USING ANY SKYTEK EVENTS SERVICES (INCLUDING THE FREE EVENT PLANNER OR PRO EVENT MANAGEMENT PLATFORM), YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICE.

This is a legally binding contract between you ("User", "you", or "your") and SKYTEK EXECUTIVE OFFICE SUITES ("Skytek", "we", "us", or "our") which governs your use of the Skytek Events website and services located at

<https://secure.skytek.ca/~skytek5/skytekevents/> (the "Platform" or "Service").

PART A: GENERAL TERMS APPLICABLE TO ALL USERS

1. ACCEPTANCE AND MODIFICATION OF TERMS

1.1 Binding Agreement. These Terms and Conditions constitute a legally binding agreement between you and Skytek. By creating an account, accessing the Platform, or using any Service features, you acknowledge that you have read, understood, and agree to be bound by these Terms.

1.2 Age Requirement. You must be at least 18 years of age to use the Skytek Events Service. Individuals under 18 are prohibited from registering for an account or using any features of the Platform. By using the Service, you represent and warrant that you are at least 18 years old.

1.3 Right to Modify Terms. Skytek reserves the right to modify, amend, or update these Terms and Conditions at any time and for any reason, at its sole discretion. Any modifications will become effective upon publication of the updated Terms on the Platform. Skytek will notify Users of material changes by updating the "Effective Date" at the top of this document and may provide additional notice through email or Platform notification. Your continued use of the Service after modifications constitutes your acceptance of the revised Terms. If you do not agree to the modified Terms, you must immediately cease using the Service and may cancel your account.

1.4 Entire Agreement. These Terms and Conditions, together with the Skytek Privacy Policy incorporated herein by reference, constitute the entire agreement between you and Skytek regarding your use of the Service and supersede all prior agreements and understandings.

2. SERVICE DESCRIPTION AND PACKAGE OFFERINGS

2.1 Platform Overview. Skytek Events is an online platform that provides event planning and management tools to assist Users in organizing events. The Platform offers different service packages with varying features and capabilities.

2.2 Service Packages. Skytek Events currently offers the following packages:

- **Free Event Planner Package:** A no-obligation, free service that provides access to a basic event plan generator with no additional features. No account registration is required for this package.
- **Pro Event Management Package:** A paid subscription service requiring User registration and account creation. This package includes: access to a personalized User portal, ability to create and manage multiple events, comprehensive event planning tools, customizable event registration pages with integrated third-party payment options, checklist management features, and event gallery creation (photos and videos).
- **Full-Service Concierge Package:** A comprehensive event management service whereby Skytek arranges and manages your event at the Skytek Building in Canada, or elsewhere as mutually agreed. This package is governed by separate Terms and Conditions specific to venue-based event services.

2.3 No Guarantee of Results. The Platform provides tools, templates, and suggestions only. Skytek does not guarantee that use of the Service will result in successful events, attendance, ticket sales, or any particular outcome. All event planning recommendations, timelines, vendor suggestions, and other guidance provided through the Platform are for informational purposes only and should be independently verified by the User.

2.4 Service Modifications. Skytek reserves the right to modify, suspend, or discontinue any features, functionality, or entire service packages at any time, with or without notice, and without liability to Users. Package features and pricing are subject to change. Current package details are available on the Platform website.

3. USER ACCOUNTS AND SECURITY (Pro Package)

3.1 Account Registration. To access Pro Package features, you must create a Skytek Events account by providing accurate, current, and complete registration information including your name, email address, and payment information. You agree to maintain and promptly update your account information to keep it accurate and current.

3.2 Account Security and Responsibility. You are solely responsible for maintaining the confidentiality and security of your account credentials (username and password). You agree to:

- Use a strong, unique password for your account
- Not share your login credentials with any third party
- Immediately notify Skytek of any unauthorized access to or use of your account
- Accept responsibility for all activities that occur under your account, whether authorized by you or not
- Log out from your account at the end of each session when using shared or public computers

Skytek shall not be liable for any loss, damage, or liability arising from unauthorized use of your account, whether or not such unauthorized use was known to you.

3.3 One Account Per User. Each User may maintain only one active account. Creating multiple accounts to circumvent Service restrictions or subscription fees is prohibited and may result in immediate termination of all accounts.

3.4 Account Termination. You may cancel your Pro Package account at any time by following the cancellation procedures outlined in Section 6.4. Skytek reserves the right to suspend or terminate your account at any time, with or without notice, for violation of these Terms, non-payment of subscription fees, or any other reason at Skytek's sole discretion.

4. ACCEPTABLE USE POLICY AND USER CONDUCT

4.1 Prohibited Activities. You agree not to use the Platform or Service to:

- Plan, promote, or facilitate any illegal activities or events that violate applicable laws or regulations
- Create events that promote discrimination, hatred, violence, harassment, or abuse based on race, ethnicity, religion, gender, sexual orientation, disability, or any other protected characteristic
- Engage in fraudulent activities, including creating fake events, misrepresenting event details, or collecting payments without intention to deliver services
- Distribute spam, unsolicited advertisements, chain letters, or pyramid schemes
- Upload or distribute viruses, malware, Trojans, or any other malicious code that could harm the Platform or other Users
- Attempt to gain unauthorized access to the Platform, other User accounts, or Skytek's computer systems or networks
- Interfere with or disrupt the Service or servers or networks connected to the Service
- Use automated scripts, bots, or scrapers to access or extract data from the Platform
- Reverse engineer, decompile, or attempt to discover the source code of the Platform
- Resell, sublicense, or distribute access to the Service without Skytek's express written permission

4.2 Event Restrictions. The Platform may not be used to create or promote events involving adult entertainment (unless legally permitted and properly age-gated), illegal

substances or activities, weapons sales, gambling (unless properly licensed), or any activity that violates local, provincial, or federal laws.

4.3 Compliance with Laws. You are solely responsible for ensuring that your use of the Service and any events you create comply with all applicable laws, regulations, licensing requirements, and permits in your jurisdiction. This includes but is not limited to: event permits and licenses, health and safety regulations, accessibility requirements, alcohol licensing, food handling permits, noise ordinances, and capacity restrictions.

4.4 Enforcement. Skytek reserves the right to investigate violations of this Acceptable Use Policy and take appropriate action, including but not limited to: removing content, suspending or terminating accounts, reporting violations to law enforcement authorities, and cooperating with legal investigations. Skytek has no obligation to monitor User content but reserves the right to do so.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 Skytek's Intellectual Property. The Platform, including all software, code, designs, graphics, logos, text, documentation, and other content provided by Skytek (collectively "Skytek Content"), is owned by Skytek and protected by Canadian and international copyright, trademark, patent, trade secret, and other intellectual property laws. All rights not expressly granted to you in these Terms are reserved by Skytek.

5.2 Limited License to Use Platform. Subject to your compliance with these Terms, Skytek grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Platform solely for your personal or internal business event planning purposes. This license does not include any right to: (a) resell or make commercial use of the Service; (b) modify, copy, or create derivative works of the Platform; (c) download or store any Skytek Content except as permitted for normal use; or (d) use any data mining, robots, or similar data gathering methods.

5.3 User Content Ownership. You retain all ownership rights to content you create, upload, or submit to the Platform ("User Content"), including event descriptions, images, videos, text, and other materials. Skytek may learn from this content for things such as, but not limited to making improvements to our service. You are solely responsible for your User Content and the consequences of posting or publishing it.

5.4 License Grant to Skytek. By uploading User Content to the Platform, you grant Skytek a worldwide, non-exclusive, royalty-free, transferable license to use, reproduce, store, modify, display, and distribute your User Content solely for the purposes of: (a) operating and providing the Service to you; (b) displaying your User Content on your event registration pages, galleries, and other Platform features you have created; and (c) making backup copies for data integrity purposes. This license terminates when you delete your User Content or close your account, except for User Content shared with other Users or stored in backup systems.

5.5 User Representations and Warranties Regarding Content. You represent and warrant that:

- You own all User Content you upload or have obtained all necessary licenses, rights, consents, and permissions to use and authorize Skytek to use such content as described in these Terms
- Your User Content does not and will not infringe, misappropriate, or violate any third party's intellectual property rights, including copyrights, trademarks, patents, trade secrets, or publicity rights
- You have obtained all necessary model releases, location permissions, and consents from individuals appearing in photographs or videos you upload
- Your User Content complies with all applicable laws and does not contain defamatory, obscene, or unlawful material
- You have secured all necessary music licenses if your User Content includes copyrighted music or audio recordings

5.6 Copyright Infringement and DMCA Compliance. Skytek respects the intellectual property rights of others and expects Users to do the same. If you believe that any User Content infringes your copyright, please notify Skytek at sales@skytek.ca with the following information: (a) identification of the copyrighted work claimed to have been infringed; (b) identification of the allegedly infringing material and its location on the Platform; (c) your contact information; (d) a statement that you have a good faith belief that the use is not authorized; and (e) a statement that the information in the notification is accurate and that you are authorized to act on behalf of the copyright owner.

5.7 Removal of Infringing Content. Skytek reserves the right to remove any User Content that allegedly infringes copyright or other intellectual property rights, with or without notice to the User. Skytek may terminate the accounts of Users who are repeat copyright infringers.

5.8 User Indemnification for Copyright Claims. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SKYTEK FROM ANY CLAIMS, DAMAGES, LOSSES, LIABILITIES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING FROM YOUR USER CONTENT OR YOUR VIOLATION OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. This indemnification obligation survives termination of these Terms.

6. SUBSCRIPTION, PAYMENT, AND REFUNDS (Pro Package)

6.1 Subscription Fees. Access to the Pro Event Management Package requires payment of a subscription fee as specified on the Platform at the time of registration. All fees are stated in Canadian Dollars (CAD) unless otherwise indicated. Current pricing is available on the Skytek Events website.

6.2 Billing and Auto-Renewal. Subscription fees are billed on a recurring basis (monthly or annually, as selected during registration) and will automatically renew at the end of each billing period unless you cancel your subscription before the renewal date. By providing your payment information, you authorize Skytek to charge your designated payment method for all subscription fees, including automatic renewals.

6.3 Payment Method. You must provide a valid credit card or other authorized payment method to subscribe to the Pro Package. You agree to maintain current, accurate, and

complete payment information. If your payment method fails or your account is past due, Skytek may suspend or terminate your access to the Pro Package until payment is received.

6.4 Cancellation. You may cancel your Pro Package subscription at any time through your account settings or by contacting Skytek at events@skytek.ca. Cancellation will be effective at the end of your current billing period. You will continue to have access to Pro features until the end of your paid subscription period.

6.5 No Refunds. ALL SUBSCRIPTION FEES ARE NON-REFUNDABLE. No refunds or credits will be issued for partial subscription periods, unused features, or if you choose to cancel your account before the end of your billing period. If Skytek terminates your account for violation of these Terms, you will not be entitled to any refund of subscription fees paid.

6.6 Price Changes. Skytek reserves the right to modify subscription pricing at any time. Price changes will take effect at the start of your next billing period following notice of the change. Skytek will provide you with at least 30 days' advance notice of any price increase. If you do not agree to a price increase, you may cancel your subscription before the price change takes effect.

6.7 Taxes. All fees are exclusive of applicable federal, provincial, local, and foreign taxes, levies, or duties (collectively "Taxes"). You are responsible for paying all Taxes associated with your subscription. If Skytek is required to collect or pay Taxes, such amounts will be charged to your payment method.

7. THIRD-PARTY PAYMENT PROCESSING DISCLAIMER (Pro Package)

7.1 CRITICAL DISCLAIMER - SKYTEK IS NOT A PAYMENT PROCESSOR. The Pro Package includes functionality that allows you to embed third-party payment buttons and scripts (such as PayPal, Stripe, Square, or other payment processors) into your event registration pages. **SKYTEK PROVIDES ONLY THE TECHNICAL CAPABILITY TO EMBED THESE PAYMENT SCRIPTS. SKYTEK IS NOT A PAYMENT PROCESSOR, MERCHANT OF RECORD, PAYMENT FACILITATOR, OR PARTY TO ANY TRANSACTION BETWEEN YOU AND YOUR EVENT ATTENDEES.**

7.2 Direct Relationship with Payment Processor. When you integrate a third-party payment solution into your event registration page, you are establishing a direct contractual relationship with that payment processor. You must:

- Create your own account with the payment processor
- Agree to the payment processor's terms of service, privacy policy, and merchant agreement
- Comply with all requirements, rules, and regulations imposed by the payment processor
- Pay all fees, commissions, and charges imposed by the payment processor
- Maintain your own merchant account in good standing

Skytek has no control over, and assumes no responsibility for, your relationship with any third-party payment processor.

7.3 User Responsibilities for Payment Transactions. YOU ARE SOLELY RESPONSIBLE FOR ALL ASPECTS OF PAYMENT PROCESSING FOR YOUR EVENTS, INCLUDING BUT NOT LIMITED TO:

- **Transaction Processing:** All payment transactions, authorization, settlement, and funds disbursement
- **Payment Disputes:** Handling all disputes, chargebacks, claims, and refund requests from attendees
- **Refund Policies:** Establishing, communicating, and honoring your own refund and cancellation policies
- **Refund Execution:** Processing all refunds, cancellations, and partial refunds directly through your payment processor
- **Tax Obligations:** Calculating, collecting, reporting, and remitting all applicable taxes on payments received
- **PCI Compliance:** Ensuring compliance with Payment Card Industry Data Security Standards (PCI-DSS) if applicable
- **Fraud Prevention:** Implementing fraud detection and prevention measures
- **Currency Conversion:** Managing any currency conversion issues or fees
- **Failed Transactions:** Addressing declined payments, insufficient funds, and failed transactions
- **Financial Reporting:** Maintaining accurate financial records and providing receipts to attendees
- **Legal Compliance:** Complying with all applicable laws regarding payment processing, consumer protection, and financial regulations

7.4 No Liability for Payment Issues. SKYTEK SHALL NOT BE LIABLE FOR ANY ISSUES, DISPUTES, LOSSES, OR DAMAGES ARISING FROM OR RELATED TO:

- Payment processing failures, delays, or interruptions
- Chargebacks, payment disputes, or fraud
- Declined transactions or insufficient funds
- Payment processor fees, policies, or account terminations
- Your failure to honor refund requests or cancellation policies
- Tax obligations or tax compliance failures
- Currency conversion errors or losses
- Any other payment-related claims or issues between you and your event attendees or payment processor

7.5 Attendee Payment Relationships. Any payment made by an event attendee is made directly to YOU through your chosen payment processor, not to Skytek. You are the merchant of record for all transactions. All contractual obligations regarding ticket sales, event delivery, refunds, and attendee satisfaction are between you and your attendees. Skytek is not a party to these transactions and has no obligation to resolve disputes or provide refunds.

7.6 Indemnification for Payment-Related Claims. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SKYTEK FROM ANY CLAIMS, DEMANDS,

LAWSUITS, DAMAGES, LOSSES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING FROM OR RELATED TO: (a) your payment processing activities; (b) disputes with event attendees regarding payments, refunds, or chargebacks; (c) your failure to comply with payment processor terms or applicable payment regulations; (d) tax obligations; or (e) any other payment-related matters.

8. EVENT REGISTRATION AND ATTENDEE DATA MANAGEMENT (Pro Package)

8.1 User as Event Organizer. When you create an event and registration page using the Pro Package, YOU are the event organizer and promoter, not Skytek. Skytek merely provides software tools to facilitate event registration. You are solely responsible for all aspects of your event, including planning, execution, safety, compliance with applicable laws, and attendee satisfaction.

8.2 Data Controller Responsibility. YOU are the data controller for all personal information collected from event attendees through your registration pages. Skytek acts only as a data processor providing technical infrastructure. As the data controller, you are responsible for:

- Obtaining appropriate consent from attendees for data collection and use
- Providing your own privacy policy that complies with applicable privacy laws (PIPEDA, GDPR if applicable, provincial privacy legislation)
- Protecting attendee personal information and implementing appropriate security measures
- Responding to data subject access requests, deletion requests, and other privacy rights
- Notifying attendees and applicable authorities in the event of a data breach
- Complying with all applicable data protection and privacy laws
- Using attendee data only for lawful purposes consistent with consent obtained

8.3 Attendee Communications and Marketing. You are responsible for all communications with event attendees, including registration confirmations, event updates, cancellations, and marketing messages. You must comply with all applicable anti-spam legislation (Canada's Anti-Spam Legislation - CASL, CAN-SPAM Act if applicable) and obtain appropriate consent before sending commercial electronic messages.

8.4 Event Changes and Cancellations. You are solely responsible for notifying attendees of any event changes, postponements, or cancellations. Skytek has no obligation to communicate with your attendees on your behalf. Failure to properly notify attendees of event changes is your responsibility and liability.

8.5 Attendee Complaints and Disputes. You are responsible for handling all attendee complaints, disputes, refund requests, and customer service inquiries related to your events. Skytek has no obligation to mediate disputes between you and your attendees.

8.6 Data Export and Portability. You may export attendee data from the Platform at any time through the data export features in your account. Upon termination of your

account, Skytek will retain your data for 30 days to allow for data export, after which it may be permanently deleted. You are responsible for maintaining backup copies of all attendee data.

9. CONTENT UPLOADS AND GALLERY MANAGEMENT (Pro Package)

9.1 Gallery Feature. The Pro Package allows you to create event gallery pages featuring photos and videos. You may upload, organize, and display visual content related to your events.

9.2 Copyright and Rights in Uploaded Media. You represent and warrant that for all photos, videos, and other media you upload to the Platform:

- You own the copyright or have obtained all necessary licenses and permissions from the copyright holder
- You have obtained written consent (model releases) from all individuals appearing in photos or videos
- You have obtained location or property releases if photos/videos were taken on private property
- The media does not contain copyrighted logos, trademarks, branding, or artistic works without permission
- If the media contains music or audio, you have obtained the appropriate music licenses (synchronization licenses, performance rights)
- The content does not violate anyone's privacy, publicity, or other personal rights

9.3 SKYTEK ASSUMES NO LIABILITY FOR COPYRIGHT INFRINGEMENT. Skytek does not verify the copyright status or ownership of uploaded media. YOU ARE SOLELY LIABLE FOR ANY COPYRIGHT INFRINGEMENT, VIOLATION OF PUBLICITY RIGHTS, OR OTHER LEGAL VIOLATIONS ARISING FROM YOUR UPLOADED CONTENT. Skytek disclaims all responsibility for User-uploaded images and videos that infringe third-party rights.

9.4 Prohibited Content. You may not upload content that:

- Contains nudity, sexually explicit material, or pornographic content
- Depicts violence, gore, or graphic injury
- Contains hate speech or promotes discrimination
- Depicts illegal activities or promotes harm
- Violates minors' privacy or safety (images of children without parental consent)
- Is defamatory, harassing, or abusive

9.5 Storage Limits and File Sizes. Your Pro Package includes storage capacity as specified in your subscription plan. File size limits apply to individual uploads. Skytek reserves the right to implement or modify storage quotas and may delete or compress files that exceed allocated storage without notice.

9.6 Backup Responsibility. Skytek performs routine backups for system integrity purposes but does not guarantee permanent storage or backup of your media files. YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING YOUR OWN BACKUP

COPIES of all photos, videos, and other content. Skytek shall not be liable for any loss, corruption, or deletion of your uploaded media.

9.7 Content Moderation and Removal. Skytek reserves the right, but has no obligation, to monitor, review, or remove User Content that violates these Terms or applicable laws. Skytek may remove content without prior notice and without liability. Removal of content does not waive Skytek's right to pursue legal action or terminate your account for violations.

9.8 Third-Party Copyright Claims. If Skytek receives a copyright infringement notice or legal claim related to your uploaded content, Skytek may immediately remove the content and/or suspend your account pending investigation. YOU AGREE TO INDEMNIFY AND DEFEND SKYTEK AGAINST ALL CLAIMS, DAMAGES, AND LEGAL FEES ARISING FROM COPYRIGHT OR OTHER INTELLECTUAL PROPERTY VIOLATIONS IN YOUR UPLOADED CONTENT.

10. SERVICE AVAILABILITY AND TECHNICAL ISSUES

10.1 "As-Is" Service. The Platform and all Services are provided on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind. Skytek makes no guarantee that the Service will be uninterrupted, timely, secure, or error-free.

10.2 No Uptime Guarantee. While Skytek strives to maintain reliable service availability, Skytek does not guarantee any specific uptime percentage or continuous availability. The Platform may be unavailable due to:

- Scheduled or emergency maintenance
- Server outages, hardware failures, or network issues
- Software bugs or system errors
- Cyber attacks, hacking attempts, or security incidents
- Third-party service provider failures
- Force majeure events (see Section 15.7)

10.3 No Liability for Downtime. SKYTEK SHALL NOT BE LIABLE FOR ANY DAMAGES, LOSSES, OR CONSEQUENCES ARISING FROM SERVICE INTERRUPTIONS, DOWNTIME, OR UNAVAILABILITY, INCLUDING BUT NOT LIMITED TO: lost ticket sales, missed event registration opportunities, inability to access event data during critical periods, or any other business losses.

10.4 Data Loss. While Skytek implements backup procedures, Skytek does not guarantee that your data will never be lost, corrupted, or deleted. Skytek shall not be liable for any data loss resulting from system failures, user error, security breaches, or any other cause. You are responsible for maintaining independent backups of all critical data.

10.5 Third-Party Service Dependencies. The Platform may integrate with or depend on third-party services (hosting providers, email services, payment processors, etc.). Skytek is not responsible for failures, interruptions, or changes to third-party services that affect Platform functionality.

10.6 Browser and Device Compatibility. Skytek supports modern web browsers and devices but does not guarantee compatibility with all browsers, operating systems, or devices. You are responsible for ensuring your technology meets the Platform's requirements.

PART B: PACKAGE-SPECIFIC TERMS

11. FREE EVENT PLANNER PACKAGE - SPECIFIC TERMS

11.1 Service Description. The Free Event Planner Package provides a basic event planning generator tool accessible without account registration. This is a limited, free-of-charge offering with no additional features.

11.2 Feature Limitations. The Free Package includes ONLY the event plan generator. The following features are NOT included: user accounts or login, ability to save event plans, event registration pages, payment processing integration, checklists, gallery pages, customer support, or any other Pro Package features.

11.3 No Data Retention. Event plans generated through the Free Package are not saved on Skytek's servers. Once you close your browser or navigate away from the page, your event plan will be lost unless you manually save or print it. Skytek has no obligation to store or retain Free Package content.

11.4 No Support. Skytek provides no technical support, customer service, or assistance for the Free Package. Use of the Free Package is entirely at your own risk and discretion.

11.5 Right to Discontinue. Skytek reserves the right to discontinue the Free Package at any time without notice. Skytek may also implement usage limits, require registration, or convert the Free Package to a paid offering at its sole discretion.

11.6 Advertising. Skytek may display advertisements or promotional content within the Free Package. Free Package users have no ability to remove or opt-out of advertising.

11.7 Restriction on Commercial Use. Event plans generated through the Free Package are for personal, non-commercial use only. Use of Free Package event plans for commercial event planning businesses, resale, or professional services requires upgrading to the Pro Package.

11.8 Recommendations as Guidance Only. The event plan generated by the Free Package provides general suggestions and guidance only. Skytek makes no representation that following these recommendations will result in a successful event. You are responsible for independently verifying all recommendations and ensuring they are appropriate for your specific event.

12. PRO EVENT MANAGEMENT PACKAGE - ADDITIONAL TERMS

12.1 Comprehensive Event Planning Tools. The Pro Package provides an expanded suite of tools including detailed event planning, registration page creation, checklist management, and gallery features as described in Section 2.2.

12.2 User Responsibility as Event Organizer. Pro Package subscribers are professional event organizers using Skytek's software tools. **YOU ARE SOLELY RESPONSIBLE FOR:**

- All event planning, execution, and delivery
- Obtaining all necessary permits, licenses, and insurance for your events
- Ensuring compliance with health, safety, accessibility, and fire codes
- Venue selection and venue contract negotiations
- Vendor selection, contracts, and management
- Event staffing and security
- Attendee safety and emergency procedures
- Accuracy of all event information published on registration pages
- Honoring commitments made to event attendees

SKYTEK PROVIDES SOFTWARE TOOLS ONLY AND ASSUMES NO RESPONSIBILITY FOR THE ACTUAL CONDUCT, SAFETY, SUCCESS, OR QUALITY OF ANY EVENT ORGANIZED USING THE PLATFORM.

12.3 Vendor Recommendations. The Platform may provide suggestions for vendors, venues, or service providers as part of the event planning process. These recommendations are for informational purposes only and do not constitute endorsements. Skytek has no relationship with suggested vendors and makes no representations regarding their quality, reliability, pricing, or suitability. You must independently verify all vendor credentials, references, licensing, and insurance before entering into contracts.

12.4 Checklist Features. Event checklist templates and suggestions are general guidelines only. You are responsible for customizing checklists to meet your specific event requirements and ensuring all necessary tasks are identified and completed. Skytek is not liable if suggested checklist items are incomplete or inappropriate for your event.

12.5 Event Cancellation Responsibilities. If you cancel an event for which attendees have registered or purchased tickets, **YOU** are solely responsible for notifying attendees, processing refunds, and managing all consequences. Skytek has no obligation to notify attendees or process refunds on your behalf.

PART C: LIABILITY, DISCLAIMERS, AND INDEMNIFICATION

13. LIMITATION OF LIABILITY

13.1 MAXIMUM LIABILITY CAP. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SKYTEK'S TOTAL AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR USE OF THE SERVICE SHALL NOT EXCEED THE TOTAL AMOUNT OF SUBSCRIPTION FEES PAID BY YOU TO SKYTEK DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY. FREE PACKAGE USERS ACCEPT THAT SKYTEK SHALL HAVE **NO LIABILITY** WHATSOEVER.

13.2 EXCLUSION OF DAMAGES. IN NO EVENT SHALL SKYTEK, ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO:

- Lost profits, revenues, or business opportunities
- Loss of data, goodwill, or reputation
- Event failure, cancellation, or poor attendance
- Attendee injuries, claims, or lawsuits
- Payment processing failures or disputes
- Copyright infringement claims by third parties
- Data breaches or privacy violations
- Service interruptions or unavailability
- Any other damages arising from your use of or inability to use the Service

THIS LIMITATION APPLIES REGARDLESS OF THE LEGAL THEORY UPON WHICH THE CLAIM IS BASED (CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) AND EVEN IF SKYTEK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.3 SPECIFIC EXCLUSIONS OF LIABILITY. Skytek specifically disclaims liability for:

- **User-Generated Content:** Any User Content, including copyright infringement, defamation, or privacy violations caused by content you upload
- **Event Outcomes:** The success, failure, quality, safety, or any other aspect of events organized using the Platform
- **Third-Party Actions:** Actions of event attendees, vendors, venues, payment processors, or other third parties
- **Regulatory Violations:** Your failure to comply with applicable laws, regulations, or licensing requirements
- **Payment Issues:** Any payment processing, refunds, chargebacks, or financial transactions between you and attendees

- **Data Controller Obligations:** Your obligations as data controller for attendee personal information
- **Account Security:** Unauthorized access to your account due to your failure to protect credentials

14. WARRANTIES AND DISCLAIMERS

14.1 NO WARRANTIES. THE PLATFORM AND ALL SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, OR QUIET ENJOYMENT.

14.2 NO GUARANTEE OF RESULTS. SKYTEK DOES NOT WARRANT THAT:

- The Service will meet your requirements or expectations
- The Service will be uninterrupted, timely, secure, or error-free
- Any errors or defects will be corrected
- The Platform is free from viruses or other harmful components
- Event planning recommendations are accurate, complete, or appropriate for your event
- Use of the Service will result in successful events or any particular outcome

14.3 SECURITY DISCLAIMER. While Skytek implements reasonable security measures, no internet-based service is completely secure. Skytek cannot guarantee that unauthorized parties will never gain access to the Platform or your data. You acknowledge that you provide your information at your own risk.

14.4 THIRD-PARTY DISCLAIMER. Skytek has no control over and assumes no responsibility for third-party services, websites, payment processors, vendors, venues, or other third parties you interact with through or in connection with your use of the Service.

15. USER INDEMNIFICATION

15.1 INDEMNIFICATION OBLIGATION. You agree to indemnify, defend, and hold harmless Skytek, its affiliates, subsidiaries, officers, directors, employees, agents, licensors, and suppliers (collectively, the "Skytek Parties") from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and court costs) arising from or related to:

- **Your User Content:** Any content you upload, including copyright infringement, trademark violations, violation of publicity or privacy rights, defamation, or any other claims by third parties
- **Your Events:** Any events you organize, promote, or conduct using the Platform, including attendee injuries, property damage, fraud, misrepresentation, or breach of contract with attendees
- **Payment Processing:** All payment-related claims, disputes, chargebacks, refund requests, or allegations of fraud

- **Data Protection:** Privacy violations, data breaches, or failure to comply with data protection laws (PIPEDA, GDPR, etc.)
- **Regulatory Compliance:** Your failure to obtain necessary permits, licenses, or comply with applicable laws and regulations
- **Terms Violations:** Your violation of these Terms and Conditions
- **Third-Party Rights:** Your violation of any third party's rights, including intellectual property rights, privacy rights, or contractual rights
- **Illegal Activities:** Any illegal, fraudulent, or harmful activities conducted through the Platform

15.2 Defense and Settlement. This indemnification obligation includes your duty to defend Skytek Parties against such claims and to pay all settlements, judgments, damages, losses, costs, and expenses. Skytek reserves the right to assume exclusive defense and control of any matter subject to indemnification by you, in which case you agree to cooperate with Skytek's defense.

15.3 Survival. This indemnification obligation survives termination of these Terms and your use of the Service.

PART D: GENERAL PROVISIONS

16. GOVERNING LAW AND DISPUTE RESOLUTION

16.1 Governing Law. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, without regard to its conflict of law provisions.

16.2 Jurisdiction. You hereby irrevocably and unconditionally consent to the exclusive jurisdiction of the courts of the Province of Ontario and the federal courts of Canada located in Ontario with respect to any dispute arising out of or related to these Terms or your use of the Service. You waive any objection to venue in such courts and any claim that such courts are an inconvenient forum.

16.3 Limitation Period for Claims. Any claim or cause of action arising out of or related to these Terms or the Service must be filed within ONE (1) YEAR after such claim or cause of action arose, or it shall be forever barred, regardless of any statute or law to the contrary.

16.4 Class Action Waiver. You agree that any proceedings to resolve disputes relating to these Terms or the Service will be conducted on an individual basis and not in a class, consolidated, or representative action. You waive your right to participate in a class action lawsuit or class-wide arbitration.

17. PRIVACY AND DATA PROTECTION

17.1 Privacy Policy Incorporation. Your use of the Service is subject to the Skytek Privacy Policy, which is incorporated into these Terms by reference. The Privacy Policy explains how Skytek collects, uses, and protects your personal information.

17.2 Consent to Data Processing. By using the Service, you consent to the collection, use, and processing of your personal information as described in the Privacy Policy and as necessary to provide the Service.

17.3 International Data Transfers. Your personal information may be transferred to and processed in jurisdictions outside of Canada where privacy laws may differ. By using the Service, you consent to such transfers.

18. MISCELLANEOUS PROVISIONS

18.1 Entire Agreement. These Terms and Conditions, together with the Privacy Policy, constitute the entire agreement between you and Skytek regarding the Service and supersede all prior agreements, understandings, negotiations, and discussions, whether oral or written.

18.2 Severability. If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, or if such modification is not possible, the provision shall be severed from these Terms. The remaining provisions shall continue in full force and effect.

18.3 No Waiver. Skytek's failure to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. Any waiver must be in writing and signed by an authorized representative of Skytek.

18.4 Assignment. You may not assign, transfer, or delegate these Terms or your rights and obligations hereunder without Skytek's prior written consent. Skytek may assign these Terms without restriction. Any attempted assignment in violation of this provision is void.

18.5 Force Majeure. Skytek shall not be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation, facilities, fuel, energy, labor, or materials.

18.6 Relationship of Parties. Nothing in these Terms creates any agency, partnership, joint venture, or employment relationship between you and Skytek. You have no authority to bind Skytek or make commitments on Skytek's behalf.

18.7 Headings. Section headings in these Terms are for convenience only and shall not affect the interpretation of these Terms.

18.8 Language. These Terms have been prepared in English. If these Terms are translated into any other language, the English version shall prevail in the event of any conflict or inconsistency.

19. CONTACT INFORMATION

For questions, concerns, or notices regarding these Terms and Conditions, please contact Skytek at:

SKYTEK EXECUTIVE OFFICE SUITES

95 Mural Street, Suite 600
Richmond Hill, ON L4B 3G2
Canada

Email: events@skytek.ca

Website: <https://secure.skytek.ca/~skytek5/skytekevents/>

ACKNOWLEDGMENT AND ACCEPTANCE

BY CLICKING "I AGREE", CREATING AN ACCOUNT, OR USING THE SKYTEK EVENTS SERVICE, YOU ACKNOWLEDGE THAT:

- You have read and understood these Terms and Conditions in their entirety
- You agree to be legally bound by these Terms and Conditions
- You are at least 18 years of age
- You have the authority to enter into this binding agreement
- You understand and accept the limitations of liability and disclaimers outlined herein
- You accept full responsibility as event organizer for events created using the Pro Package
- You understand that Skytek is not responsible for payment processing, copyright issues, or event outcomes

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICE.

*** * * END OF TERMS AND CONDITIONS * * ***