

# SKYTEK EXECUTIVE OFFICE SUITES

## FULL-SERVICE CONCIERGE EVENT MANAGEMENT

### TERMS AND CONDITIONS OF SERVICE

*Events Arranged and Managed by Skytek at the Skytek Building*

**Effective Date: April 2026**

IMPORTANT NOTICE: PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ENGAGING SKYTEK'S FULL-SERVICE CONCIERGE EVENT MANAGEMENT SERVICES. BY EXECUTING A SERVICE AGREEMENT OR MAKING A DEPOSIT FOR EVENT SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PROCEED WITH BOOKING AN EVENT.

This is a legally binding contract between you ("Client", "you", or "your") and SKYTEK EXECUTIVE OFFICE SUITES ("Skytek", "we", "us", or "our") which governs Skytek's provision of comprehensive event planning, management, and venue services for events held at the Skytek Building, 95 Mural Street, Suite 600, Richmond Hill, Ontario L4B 3G2, Canada.

## DOCUMENT STRUCTURE

This agreement is organized into the following sections:

- **PART A:** General Terms (Skytek Standard Terms and Conditions)
- **PART B:** Full-Service Concierge Event Management Specific Terms
- **PART C:** Skytek Building Venue Terms and Conditions
- **PART D:** Payment, Cancellation, and Refund Policies
- **PART E:** Privacy Policy and Data Protection

## PART A: GENERAL SKYTEK TERMS AND CONDITIONS

The following terms are SKYTEK EXECUTIVE OFFICE SUITES' standard Terms and Conditions applicable to all services. These general terms are incorporated into and supplemented by the event-specific terms in Parts B through E below.

### 1. ACCEPTANCE OF TERMS

This is a contract between you and SKYTEK EXECUTIVE OFFICE SUITES ("Skytek") which stipulates the terms and conditions applicable to your use, in any way whatsoever of our services, and as described on the Skytek website: <http://skytek.ca> (hereinafter referred to as the "website").

By accessing or using Skytek services, by registering as a Skytek client or engaging our event management services, you agree to abide by and adhere to the terms and conditions of this Agreement. Please read these terms and conditions carefully before accessing or using our services. If you do not agree to the terms herein with of this agreement, you may not access or utilize our services.

In this document, Skytek and all associated services will be referred to as "Skytek" or "service".

Any person who uses/has used the service or contracted with Skytek for event services will be referred to as the "Client" or "User".

It is your responsibility to understand and comply with all applicable laws, rules and regulations of the applicable jurisdiction in connection with your use of the Skytek services.

Skytek may at any time modify the present Agreement, delete any of its clauses or add new clauses by notifying the Client of this modification through the publication of an amended version of this Agreement on the Skytek website or by direct written communication. Any modification will be made unilaterally by Skytek and the Client shall accept the modification after receiving such notification. If the Client does not express refusal of the modification in writing within 14 days, the Client will be deemed to have accepted it.

### 2. DESCRIPTION OF SKYTEK SERVICES

**2.1 General Description.** Skytek leverages both private and shared office spaces to build a versatile workspace that caters to permanent, temporary, and mobile/remote staff with built in scalability to make businesses more responsive to both planned and unforeseen growth curves. Skytek also provides comprehensive event planning and management services, including venue rental at the Skytek Building.

**2.2 License.** You may use Skytek services for personal or commercial purposes. However, Skytek recommends that you check that all services used are free of any

licensing requirements. The use of our services are at your own risk. Skytek cannot be held responsible for any breach of other licensing requirements.

### 3. PAYMENT (GENERAL PROVISIONS)

**3.1 Payment Obligation.** Considering the services provided by Skytek, the Client will have to pay the amount indicated for each service as specified in the Service Agreement. Clients must pay for the Service by credit card, bank transfer, or other means of payment authorized at the time of contract execution.

**3.2 Credit Card Authorization.** If the Client pays by credit card, the Client must provide a valid credit card number and billing address when contracting services. The payment policies for the Client may change at any time upon notice.

### 4. REFUND POLICY (GENERAL PROVISIONS)

**4.1 General Refund Terms.** The Client understands that refund policies vary by service type and are governed by specific terms outlined in each Service Agreement. Skytek reserves the right to cancel a service or event, and in such cases, the Client will be refunded based on specific termination clauses outlined in the Service Agreement(s).

**4.2 Right to Modify Policy.** Skytek reserves the right to change refund policies at any time with appropriate notice as specified in relevant Service Agreements.

### 5. CLIENT BEHAVIOR AND RESPONSIBILITY

By using Skytek services or facilities, the Client agrees not to:

Distribute, download, publish, rent, reproduce, sell, store, transmit or create derivative products from Skytek intellectual property. The Client must comply with all applicable laws regarding the services provided.

The Client cannot distribute, post, communicate or store any information on or via Skytek facilities or website that:

- Is subject to copyright, unless the Client owns it
- Infringes intellectual property rights, privacy, publicity of a third person
- Is unlawful, harmful, discriminatory, slanderous, obscene, defamatory, threatening, abusive, hateful or otherwise harmful to the rights of others, including the right to privacy, trademark rights, commercial rights, service rights or property rights of any third party
- Is sexually explicit
- Is an advertisement or solicitation of business, chain letters, pyramid schemes
- Contains viruses, Trojans, digital bombs or any other electronic data whose purpose is to damage, interfere, surreptitiously intercept or hack the system, data or information of Skytek

The Client agrees not to violate Skytek website or facility security which includes:

- Accessing data not intended for the Client or the connection to a server or an account to which the Client has no right of access
- The attempt to probe, scan or test the vulnerability of Skytek systems or to breach security or authorization measures
- The attempt to recover any information contained on the website by automatic means
- The attempt to interfere with services of another User, host or network, including sending a virus, triggering an overload, flooding, spamming or mail bombing; sending unsolicited emails, including promotions and/or advertisements for products or services

## 6. ACCESSIBILITY OF THE SERVICE

Skytek cannot be held responsible for any delay, interruption, error or omission in the Service. Although Skytek will do its utmost best to keep services available and events running smoothly, Skytek will not be held liable if services are unavailable at a specific time, as unforeseen circumstances may interfere with the availability of the service. Skytek cannot be held responsible for any loss, cost, damage or liability as a result of service interruption or unavailability.

## 7. LIMITATION OF LIABILITY (GENERAL)

Notwithstanding any other provision of this Agreement, in no event shall Skytek, its affiliates, subsidiaries or their respective directors, representatives, employees, suppliers, resellers and distributors (collectively referred to as "Skytek Entities" and each individually a "Skytek Entity") be held liable for any direct, indirect, special, consequential or punitive damages or any other damages or losses whatsoever, including but not limited to loss of profits, goodwill, opportunities, revenues, the use of information and resulting or being directly or indirectly related to this Agreement or services, regardless of the reason for action and even if one or more Skytek Entities have been notified of the possibility of such damage or loss, including in particular any damage or loss resulting from or in any way related to delays, errors, interruptions, faults, omissions, non-deliveries, delivery errors, viruses or deficiencies in the transmission of information, material or data via Skytek or third party systems or network parts.

## 8. SKYTEK WEBSITE USAGE INFORMATION

**8.1 Cookies.** Cookies are small text files that are usually saved for the duration of the current session, i.e. until the end of the navigation, and sometimes for a longer duration, in the terminal's browser. We would like to inform you about the following cookie technologies:

**8.2 Session and Persistent Cookies.** If a Skytek client logs in, we may automatically use a cookie to recognize the browser (a so called "session cookie") and a cookie to

recognize the country and province (a persistent cookie) that is deleted after one week. Most browsers accept cookies, but it is possible to set the browser to reject all cookies. In this case, Skytek's website may not work properly. Cookies can be deleted at any time.

**8.3 Analytics Cookies.** These are used on Skytek.ca for the purposes of advertising, analyzing and quality control of services provided by third parties. These third parties may install cookies (third party cookies) and/or web beacons to display region-specific or theme-specific content when browsing. Third-party cookies may be blocked in the settings of most browsers.

**8.4 Third-Party Links.** The website may contain links to partner websites or to other services. These contents are not the property of Skytek and Skytek therefore cannot be held responsible for the contents accessible by a link on the website. Skytek provides these links to the Client for benefit and the content accessible through these links does not benefit from the Skytek guarantee. If the Client decides to access this content, the Client acknowledges that the Client does so at their own risk.

## **9. APPLICABLE LAW AND JURISDICTION**

This Agreement will be interpreted and governed by the laws of the Province of Ontario, Canada. The Client hereby irrevocably acknowledges the exclusive jurisdiction of the courts of the Province of Ontario and of the federal courts located in Ontario with respect to any dispute in connection with this Agreement. It is prohibited to use the Service in any territory that does not give effect to all the provisions of this Agreement, including in particular this paragraph.

## PART B: FULL-SERVICE CONCIERGE EVENT MANAGEMENT TERMS

The following terms are specific to Skytek's Full-Service Concierge Event Management package where Skytek assumes responsibility for planning, arranging, coordinating, and managing the Client's event at the Skytek Building.

### 10. FULL-SERVICE CONCIERGE PACKAGE DESCRIPTION

**10.1 Comprehensive Event Management.** The Full-Service Concierge package is a premium event management service whereby Skytek assumes full responsibility for planning, coordinating, arranging, and executing the Client's event at the Skytek Building. This includes but is not limited to:

- Event concept development and planning
- Venue provision at the Skytek Building
- Event registration and ticketing management
- Payment collection and processing on behalf of the Client
- Vendor coordination (catering, audiovisual, decorations, etc.)
- Event setup, execution, and breakdown
- On-site event management and staffing
- Attendee communications and customer service
- Post-event reporting and reconciliation

**10.2 Service Agreement Required.** Each Full-Service Concierge event requires execution of a detailed Service Agreement specifying: event date and time, expected attendance, service inclusions and exclusions, pricing and payment terms, specific client requirements and preferences, and any special arrangements. The Service Agreement together with these Terms and Conditions constitute the complete agreement between Skytek and the Client.

**10.3 Skytek as Event Organizer.** For Full-Service Concierge events, SKYTEK acts as the event organizer and assumes responsibility for event execution, venue management, and coordination of services. The Client contracts Skytek to provide these services but Skytek retains operational control and decision-making authority for event logistics and execution.

### 11. EVENT PLANNING AND CLIENT COLLABORATION

**11.1 Planning Process.** Skytek will work collaboratively with the Client to plan the event according to the Client's vision, budget, and objectives. The Client will be consulted on key decisions that may include event format, menu selections, decor themes, entertainment options, and scheduling.

**11.2 Client Input and Approvals.** The Client agrees to:

- Provide timely responses to Skytek's planning inquiries and requests for information
- Attend scheduled planning meetings or consultations (in-person or virtual)
- Review and approve vendor selections, menus, event timelines, and budgets within agreed timeframes
- Provide all necessary information about the event, including guest lists, dietary restrictions, accessibility needs, and special requests
- Designate a primary point of contact for event coordination

**11.3 Timeline Requirements.** Certain decisions and approvals must be finalized by specific deadlines to ensure proper vendor booking and event preparation. Skytek will provide the Client with a planning timeline. Delays in Client approvals may impact service availability and may result in additional costs or limitations on available options.

**11.4 Changes to Event Plans.** Changes to approved event plans may be requested by the Client subject to availability and feasibility. Changes requested within 30 days of the event date may incur additional fees and cannot be guaranteed. All change requests must be submitted in writing and confirmed by Skytek.

## 12. CLIENT-PROVIDED CONTENT AND MATERIALS

**12.1 Materials for Event Use.** The Client may provide materials for use in connection with the event, including:

- Logos, branding materials, and marketing assets for event registration pages and promotional materials
- Photos and videos for event galleries, slideshows, or displays
- Event descriptions, speaker bios, agenda content
- Audio/video content for presentation during the event
- Printed materials, signage, or promotional items

**12.2 COPYRIGHT AND INTELLECTUAL PROPERTY WARRANTIES.** The Client represents and warrants that:

- **Ownership or License:** The Client owns all intellectual property rights in all materials provided to Skytek, OR the Client has obtained all necessary licenses, permissions, and rights to use such materials and to authorize Skytek to use them for the event
- **No Infringement:** The materials do not infringe, misappropriate, or violate any third party's copyright, trademark, patent, trade secret, publicity rights, privacy rights, or other intellectual property or proprietary rights
- **Model Releases:** For any photos or videos containing identifiable individuals, the Client has obtained written consent (model releases) from all such individuals for use of their likeness in connection with the event
- **Music Licenses:** If materials include copyrighted music or audio, the Client has obtained all necessary licenses (mechanical licenses, synchronization licenses, performance rights) for such use
- **Content Accuracy:** All information provided is accurate, not misleading, and does not contain defamatory, discriminatory, or unlawful content

**12.3 LICENSE GRANT TO SKYTEK.** By providing materials to Skytek, the Client grants Skytek a non-exclusive, royalty-free license to use, reproduce, display, modify, and distribute such materials solely for the purposes of:

- Planning and executing the event
- Creating event registration pages and promotional materials
- Communicating with event attendees
- Displaying materials during the event
- Creating event recaps or documentation (with Client approval)

This license terminates upon completion of the event and final settlement of all accounts, except for archival copies retained for business purposes.

**12.4 INDEMNIFICATION FOR COPYRIGHT CLAIMS.** THE CLIENT AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SKYTEK FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING FROM OR RELATED TO:

- Copyright infringement or trademark violations in Client-provided materials
- Violation of publicity rights, privacy rights, or personal rights of individuals depicted in materials
- Defamatory, discriminatory, or unlawful content in Client materials
- Breach of the Client's warranties regarding ownership and rights in materials
- Any third-party intellectual property claims related to Client-provided content

This indemnification obligation survives termination of the Service Agreement and completion of the event.

**12.5 Material Review and Approval.** Skytek reserves the right to review all Client-provided materials and to refuse to use any materials that Skytek reasonably believes may infringe third-party rights, violate laws, or expose Skytek to legal liability. Skytek may request that the Client provide documentation of rights, licenses, or permissions for any materials.

## **13. EVENT REGISTRATION AND PAYMENT PROCESSING**

**13.1 Skytek-Managed Registration.** For Full-Service Concierge events, Skytek will create and manage the event registration system, including online registration forms, ticketing, and payment collection. Skytek acts as the merchant of record for all attendee payments.

**13.2 Payment Collection on Behalf of Client.** Skytek will collect payment from event attendees on behalf of the Client using Skytek's payment processing systems and merchant accounts. All attendee payments are held in trust for the Client and will be reconciled and transferred to the Client according to the payment terms specified in the Service Agreement.

**13.3 Registration Pricing.** Ticket prices, registration fees, and any early-bird or group discounts will be established collaboratively with the Client and documented in the Service Agreement. Skytek will configure the registration system to reflect approved pricing.

**13.4 Free Event Registrations.** If the event includes free registration (no payment required from attendees), Skytek will still manage the registration system to track attendance, collect attendee information, and facilitate event logistics. Free registration management is included in the Full-Service Concierge package pricing.

**13.5 Payment Processing Fees.** Payment processing fees (credit card transaction fees, payment gateway fees) incurred in collecting attendee payments may be:

- Deducted from attendee payments before transfer to the Client, OR
- Passed through to attendees as a separate transaction fee, OR
- Absorbed by Skytek as part of the service package

The approach to payment processing fees will be specified in the Service Agreement.

**13.6 Attendee Data Collection and Privacy.** Skytek will collect attendee personal information (names, email addresses, contact details) through the registration system. Skytek will act as data processor and the Client will be the data controller for this information. Skytek will handle attendee data in accordance with its Privacy Policy and applicable data protection laws. Upon completion of the event, attendee data will be provided to the Client in a usable format.

**13.7 Registration System Access.** The Client will be provided with access to registration reports and attendee lists through a secure portal. Real-time registration tracking will be available throughout the registration period.

## PART C: SKYTEK BUILDING VENUE TERMS AND CONDITIONS

The following terms govern the use of the Skytek Building as the event venue for Full-Service Concierge events.

### 14. VENUE SPECIFICATIONS AND CAPACITY

**14.1 Venue Location.** Unless otherwise stated and mutually agreed, all Full-Service Concierge events will be held at the Skytek Building located at:

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

**14.2 Capacity Limitations.** The venue has maximum occupancy limits as determined by fire codes, safety regulations, and room configuration. The Service Agreement will specify the maximum permitted attendance for the event. The Client agrees not to exceed the stated capacity. Skytek reserves the right to limit entry or require attendees to leave if capacity is exceeded.

**14.3 Space Configuration.** The venue layout, room setup, seating arrangements, and configuration will be determined collaboratively with the Client during event planning. Skytek will configure the space according to approved plans, subject to safety and operational constraints.

**14.4 Accessibility.** The Skytek Building provides accessible facilities in compliance with applicable accessibility standards. Specific accessibility accommodations required for the event should be identified during the planning process.

### 15. EVENT ACCESS, SECURITY, AND CONDUCT

**15.1 Access Control.** Skytek will manage access to the venue during the event. Only registered attendees, authorized vendors, and approved personnel will be permitted entry. The Client may provide Skytek with a guest list or VIP list requiring special access arrangements.

**15.2 Security Personnel.** If the event requires security personnel, this will be arranged by Skytek and costs will be included in the Service Agreement pricing. Security arrangements will be determined based on event size, nature, and risk assessment.

**15.3 Prohibited Items and Activities.** The following are prohibited at the Skytek Building unless specifically authorized in writing:

- Weapons of any kind
- Illegal drugs or substances

- Smoking or vaping inside the building
- Open flames, candles, or pyrotechnics (unless approved by fire marshal)
- Outside food or beverages (unless explicitly approved)
- Confetti, glitter, rice, or materials that may damage property or create cleaning hazards
- Excessive noise that disrupts other building tenants or violates noise ordinances
- Any illegal activities

**15.4 Alcohol Service.** If the event includes alcohol service, all beverage service must comply with Ontario liquor laws and regulations. Alcohol may only be served by licensed and insured vendors. Skytek may assist with arrangement for appropriate alcohol service permits and licensed bartenders. The Client is responsible for all costs associated with alcohol service. Skytek reserves the right to refuse service to intoxicated individuals and to terminate alcohol service if safety concerns arise.

**15.5 Conduct and Behavior.** All event attendees must conduct themselves in an appropriate and lawful manner. Skytek reserves the right to remove any individual who:

- Engages in disruptive, threatening, or violent behavior
- Harasses other attendees, staff, or vendors
- Damages property or attempts to remove Skytek property
- Violates applicable laws or building policies
- Poses a safety or security risk

No refunds will be provided to attendees removed from the event for conduct violations.

## 16. EQUIPMENT, FACILITIES, AND SERVICES

**16.1 Included Venue Amenities.** The Full-Service Concierge package includes use of standard venue amenities as specified in the Service Agreement, which may include:

- Tables, chairs, and basic furniture
- Standard lighting and climate control
- Wireless internet access
- Restroom facilities
- Parking access
- Basic audiovisual equipment (if specified)

**16.2 Additional Equipment and Services.** Specialized equipment, enhanced audiovisual systems, specialized lighting, stage or platform construction, specialized furniture or decor, and other enhanced services may be available at additional cost. All additional equipment and services must be requested during the planning phase and will be itemized in the Service Agreement.

**16.3 Client-Provided Equipment.** If the Client wishes to bring equipment or materials not provided by Skytek, prior written approval is required. All client-provided equipment must:

- Comply with all safety codes and building regulations
- Be properly insured
- Not interfere with building systems or other operations

- Be removed from the premises at the end of the event

Skytek is not responsible for any client-provided equipment and assumes no liability for damage, theft, or loss of such equipment.

**16.4 Internet and Technology.** Standard wireless internet is provided but Skytek does not guarantee specific bandwidth, connection speeds, or uninterrupted service. For events requiring guaranteed high-speed internet, dedicated connections, or specialized technology infrastructure, additional arrangements and costs may apply.

## 17. CATERING AND VENDOR COORDINATION

**17.1 Skytek-Coordinated Vendors.** As part of the Full-Service Concierge package, Skytek will coordinate and manage all event vendors including caterers, audiovisual technicians, decorators, florists, photographers, entertainers, and other service providers. Skytek will select qualified, licensed, and insured vendors appropriate for the event.

**17.2 Client Input on Vendor Selection.** The Client will have input on vendor selection and will be presented with options for key services such as catering and entertainment. Final vendor selections must be approved by the Client before contracts are executed.

**17.3 Client-Requested Specific Vendors.** If the Client requests use of a specific vendor not on Skytek's preferred vendor list, such vendor must:

- Provide proof of appropriate licenses and permits
- Carry adequate liability insurance and name Skytek as additional insured
- Agree to Skytek's vendor requirements and building policies
- Be approved by Skytek before being engaged

Skytek reserves the right to refuse any vendor that does not meet these requirements or that may pose risks to the event or facility.

**17.4 Food Service and Catering.** All food and beverage service must be provided by caterers approved by Skytek. Caterers must:

- Hold valid food service permits and health inspections
- Carry commercial liability insurance
- Comply with all food safety regulations
- Provide details on allergen management and dietary accommodations

Skytek is not responsible for food quality, food safety, or allergic reactions. The Client and the caterer bear all responsibility for food service.

**17.5 Vendor Conduct and Performance.** While Skytek coordinates vendors, each vendor is an independent contractor. Skytek is not liable for vendor performance, quality of service, delays, or failures to deliver. However, Skytek will work diligently to address any vendor issues that arise and to implement contingency plans if necessary.

## 18. PROPERTY PROTECTION AND DAMAGES

**18.1 Care of Premises.** The Client and all event attendees must respect the Skytek Building and its contents. Any damage to the building, furnishings, equipment, or property caused by the Client, attendees, or vendors will be the financial responsibility of the Client.

**18.2 Damage Liability.** The Client agrees to be liable for and to reimburse Skytek for:

- Repair or replacement costs for any damaged property
- Extraordinary cleaning costs beyond normal event cleanup
- Costs to repair damage to building systems, fixtures, or infrastructure
- Replacement of missing items or equipment

**18.3 Security Deposit.** Skytek may require a refundable security deposit as specified in the Service Agreement. The deposit will be held to cover potential damages, excessive cleaning, or other costs. If no damages occur, the deposit will be refunded within 14 business days after the event. If damages exceed the deposit amount, the Client remains liable for all additional costs.

**18.4 Property Removal.** All client-provided materials, decorations, equipment, and personal items must be removed from the premises at the conclusion of the event unless other arrangements have been made in writing. Items left behind may be discarded or donated after 7 days, and storage fees may be charged.

## **19. INSURANCE AND LIABILITY FOR VENUE-BASED EVENTS**

**19.1 Skytek's Insurance.** Skytek maintains commercial general liability insurance for the Skytek Building and event operations. Skytek's insurance covers claims arising from Skytek's negligence in event management and venue operations.

**19.2 Client Insurance Requirements.** For certain high-risk events or events exceeding specified attendance thresholds, Skytek may require the Client to obtain event liability insurance. Requirements will be specified in the Service Agreement if applicable.

**19.3 Attendee Injuries and Incidents.** Skytek will take reasonable precautions to maintain a safe environment. However, Skytek is not liable for:

- Injuries to attendees caused by their own actions or negligence
- Injuries caused by interactions between attendees
- Injuries occurring outside the venue premises
- Medical conditions or health incidents not caused by venue conditions
- Theft of personal property belonging to attendees
- Food allergies or adverse reactions (responsibility of caterer)

**19.4 Emergency Procedures.** Skytek maintains emergency response procedures including fire evacuation plans and first aid capabilities. In the event of an emergency, Skytek staff will coordinate with emergency services. The Client agrees to cooperate with all emergency procedures and directives.

## PART D: PAYMENT, CANCELLATION, AND REFUND POLICIES

The following terms govern payments between the Client and Skytek, as well as policies for event cancellations, postponements, and refunds to both the Client and event attendees.

### 20. SKYTEK SERVICE FEES AND CLIENT PAYMENT OBLIGATIONS

**20.1 Service Agreement and Pricing.** The comprehensive pricing for Full-Service Concierge event management will be detailed in a Service Agreement executed by both parties. Pricing may include:

- Base event management fee
- Venue rental fee
- Per-attendee charges for catering and services
- Equipment rental fees
- Vendor coordination fees
- Staffing costs
- Additional services and enhancements
- Applicable taxes

**20.2 Deposit Requirements.** To secure the event date and initiate planning services, the Client must pay a non-refundable deposit. The deposit amount will be specified in the Service Agreement and typically ranges from 25% to 50% of the estimated total event cost. The deposit is due upon execution of the Service Agreement.

**20.3 Payment Schedule.** The balance of service fees will be paid according to a payment schedule specified in the Service Agreement. A typical payment schedule might include:

- Deposit (25-50%) upon contract execution
- Second payment (25-35%) at 60 days before event
- Final payment with final headcount at 14 days before event
- Any additional charges or adjustments settled within 7 days after event

**20.4 Final Headcount and Pricing Adjustments.** For events with per-attendee pricing, the Client must provide a guaranteed final headcount no later than 14 days before the event. The Client will be charged for the guaranteed headcount or the actual attendance, whichever is greater. Minor increases in attendance (typically up to 5%) can usually be accommodated if notice is provided at least 7 days in advance.

**20.5 Late Payment.** Payments not received by scheduled due dates may result in:

- Late payment fees of 2% per month (annual rate of 24%)
- Suspension of event planning services
- Release of reserved event date

- Cancellation of the event contract with forfeiture of all payments made

**20.6 Additional Costs and Incidentals.** The Client is responsible for any costs beyond those specified in the Service Agreement, including:

- Damage charges
- Overtime charges if event extends beyond scheduled time
- Additional services requested during or after the event
- Rush fees for last-minute changes or additions
- Excessive cleanup costs

## 21. ATTENDEE PAYMENT COLLECTION AND RECONCILIATION

**21.1 Collection on Behalf of Client.** For paid events where attendees pay registration fees or ticket prices, Skytek will collect these payments on behalf of the Client through Skytek's payment processing systems. Skytek acts as the merchant of record and payment facilitator for these transactions.

**21.2 Trust Account Holding.** All attendee payments collected are held in trust for the Client and remain the property of the Client. Skytek will maintain separate accounting of attendee revenues and will provide regular reports to the Client showing registration activity and funds collected.

**21.3 Revenue Reconciliation and Transfer.** After the event concludes and all refunds have been processed, Skytek will reconcile attendee revenues and transfer net proceeds to the Client according to the following process:

- **Gross Attendee Revenue:** Total registration fees/ticket sales collected
- **Less: Payment Processing Fees:** Credit card fees, gateway fees (typically 2.5-3.5% of transactions)
- **Less: Refunds Processed:** Any attendee refunds issued (see Section 22)
- **Less: Skytek Service Fees:** Amounts owed to Skytek per Service Agreement (may be offset against attendee revenues)
- **Equals: Net Proceeds to Client**

**21.4 Transfer Timing.** Net proceeds will be transferred to the Client within 30 days after the event date, after all refunds have been processed and final accounting is complete. If the Service Agreement specifies that Skytek's fees will be deducted from attendee revenues, those deductions will be made before transfer.

**21.5 Revenue Shortfalls.** If attendee revenues are insufficient to cover Skytek's service fees (for example, if event attendance is lower than projected), the Client remains liable for the full service fees as specified in the Service Agreement. Any shortfall must be paid by the Client within 14 days of final reconciliation.

**21.6 Free Events.** For events with free attendance (no registration fees), all Skytek service fees are paid directly by the Client according to the payment schedule in the Service Agreement. No attendee revenue collection or reconciliation applies.

## 22. EVENT CANCELLATION AND REFUND POLICIES

**22.1 CLIENT CANCELLATION OF EVENT.** If the Client cancels the event, the following cancellation fees apply based on notice provided:

- **More than 90 days before event:** Initial deposit forfeited; all other payments refunded
- **60-90 days before event:** 50% of total contract value due; any amounts already paid beyond this retained
- **30-59 days before event:** 75% of total contract value due
- **Less than 30 days before event:** 100% of total contract value due (no refund)

These fees compensate Skytek for non-recoverable vendor commitments, lost opportunity costs, and planning services rendered. Cancellation fees are in addition to the Client's obligation to refund attendees (see Section 22.4).

**22.2 SKYTEK CANCELLATION OF EVENT.** Skytek reserves the right to cancel an event under the following circumstances:

- **Force Majeure:** Natural disasters, pandemics, government orders, labor disputes, acts of war or terrorism, or other events beyond Skytek's reasonable control that make it impossible or illegal to hold the event
- **Venue Unavailability:** Building damage, emergency closures, or other circumstances rendering the venue unusable
- **Client Non-Payment:** Failure of Client to make required payments per Section 20.5
- **Client Breach:** Material breach of the Service Agreement or these Terms by the Client
- **Safety or Legal Concerns:** Events that Skytek reasonably believes pose safety risks, violate laws, or could result in legal liability

If Skytek cancels due to Force Majeure or Venue Unavailability, Skytek will refund all payments made by the Client less actual costs incurred for non-refundable vendor commitments. If Skytek cancels due to Client Non-Payment or Client Breach, cancellation fees per Section 22.1 apply and no refunds are due.

**22.3 EVENT POSTPONEMENT.** If either party wishes to postpone (rather than cancel) the event:

- Both parties must agree in writing to the new event date
- The new date is subject to venue availability
- All payments already made will be credited toward the postponed event
- A postponement fee of 10% of the contract value may be charged to cover administrative costs and vendor rebooking
- If the postponement results in different pricing (e.g., due to seasonal variations or vendor cost changes), pricing may be adjusted
- If the event is postponed more than once, additional postponement fees apply

Postponement does not relieve the Client's obligation to refund or communicate with attendees (see Section 22.4).

**22.4 ATTENDEE REFUNDS AND COMMUNICATIONS.** If an event is cancelled or postponed, the Client and Skytek have joint responsibility for managing attendee refunds and communications:

### **For Event Cancellations:**

- **Notification:** Skytek will notify all registered attendees of the cancellation via email within 48 hours of the cancellation decision
- **Full Refunds Required:** All paid attendees are entitled to full refunds of their registration fees/ticket prices
- **Refund Processing:** Skytek will process refunds to original payment methods within 14 business days
- **Refund Costs:** Payment processing fees on refunds (typically 2.5-3.5% of refund amount) are deducted from Client's attendee revenue reconciliation
- **Free Event Registrants:** For events with free registration, attendees will be notified of cancellation but no refunds are necessary

### **For Event Postponements:**

- **Notification:** Skytek will notify all attendees of the new event date and provide options
- **Attendee Options:** Attendees may either (a) transfer their registration to the new date, or (b) request a full refund
- **Refund Deadline:** Attendees must request refunds within 14 days of postponement notification; after this deadline, all registrations automatically transfer to the new date
- **Refund Processing:** Requested refunds processed within 14 business days

**22.5 NO REFUND SCENARIOS.** Individual attendees are NOT entitled to refunds in the following circumstances:

- Attendee no-shows (failure to attend the event without prior cancellation)
- Attendee cancellations after the event's stated refund deadline (typically 7-14 days before event)
- Attendee dissatisfaction with event content, quality, or experience (unless event fails to deliver promised services)
- Attendees removed from the event for conduct violations
- Weather conditions or travel disruptions affecting attendee's ability to attend (these are attendee risks)

Individual refund policies will be specified on the event registration page and attendees agree to these terms when registering.

**22.6 CLIENT LIABILITY FOR REFUNDS.** Even if Skytek processes attendee refunds on behalf of the Client, THE CLIENT REMAINS ULTIMATELY LIABLE for all attendee refunds. If attendee revenue collected is insufficient to cover required refunds, or if refunds exceed amounts in Skytek's trust account, the Client must reimburse Skytek for any shortfall within 7 business days.

## PART E: PRIVACY POLICY AND DATA PROTECTION

The SKYTEK EXECUTIVE OFFICE SUITES Privacy Policy (effective June 2021) is incorporated into this agreement and governs the collection, use, and protection of personal information. The Privacy Policy provisions apply to both Client information and event attendee information collected through Skytek's event management services.

### 23. PRIVACY POLICY - GENERAL PROVISIONS

**23.1 Effective Date.** This Privacy Policy is effective as of June 2021 and governs Skytek's privacy practices for all services including Full-Service Concierge event management.

**23.2 Personal Information Collection.** Skytek collects personal information through various channels including:

#### Information Provided by Clients:

- Contract data: name, email, mailing address, phone number
- Financial data: payment information, billing addresses
- Communications: correspondence with Skytek regarding event planning
- Event details: guest lists, dietary restrictions, accessibility needs, special requests

#### Information Collected from Event Attendees:

- Registration data: names, email addresses, phone numbers
- Payment information for paid events
- Dietary restrictions, accessibility needs, preferences
- Event attendance records

#### Automated Information Collection:

- Cookie and tracking data from website usage
- IP addresses, browser type, device information
- Website navigation patterns and page views

**23.3 Use of Personal Information.** Skytek uses personal information for the following purposes:

#### Service Delivery:

- Planning, coordinating, and executing events
- Managing event registrations and ticketing
- Processing payments and financial transactions
- Communicating with Clients and attendees about events
- Coordinating vendors and service providers
- Providing customer support and responding to inquiries

#### Business Operations:

- Analyzing and improving event services
- Conducting market research and service development
- Maintaining business records and accounting
- Sending announcements and updates about Skytek services

**Legal Compliance:**

- Complying with applicable laws and regulations
- Responding to legal requests and court orders
- Protecting Skytek's rights and property
- Preventing fraud and ensuring security

## 24. SHARING OF PERSONAL INFORMATION

**24.1 When Information is Shared.** Skytek does not share personal information with third parties without consent except in the following circumstances:

**With the Client:**

- Attendee registration data is provided to the Client (the event organizer)
- Attendee lists and contact information transferred upon event completion
- Dietary, accessibility, and special request information needed for event planning

**With Service Providers:**

- Payment processors: for processing financial transactions
- Caterers: attendee counts, dietary restrictions, special meal requests
- Vendors: information necessary to deliver contracted services
- Email service providers: for event communications
- Technology platforms: hosting, data storage, analytics

All service providers are contractually obligated to protect personal information and use it only for authorized purposes.

**For Legal Compliance:**

- When required by law, regulation, or legal process
- To respond to government or regulatory requests
- To protect Skytek's legal rights or defend against claims
- To prevent fraud or protect safety and security

**Business Transfers:**

- In connection with a merger, acquisition, sale of assets, or corporate reorganization
- Any successor entity will be bound by the terms of this Privacy Policy

**24.2 Anonymized Data.** Skytek may create anonymized, aggregated, or de-identified data from personal information by removing identifying information. This anonymized data may be used for business purposes, analytics, and research without restriction.

## 25. DATA SECURITY AND RETENTION

**25.1 Security Measures.** Skytek implements and maintains organizational, technical, and physical safeguards designed to protect personal information, including:

- Encryption of sensitive data in transit and at rest
- Access controls and authentication requirements
- Regular security assessments and updates
- Secure data centers and infrastructure
- Employee training on data protection

However, no internet-based system is completely secure. While Skytek takes reasonable steps to protect information, we cannot guarantee absolute security.

**25.2 Data Retention.** Skytek retains personal information only as long as necessary to provide services and fulfill the purposes described in this Privacy Policy. Retention periods vary based on:

- The nature of the information and purposes for which it was collected
- Legal and regulatory retention requirements (typically 7 years for financial records)
- Business operational needs
- Potential legal claims or disputes

After the retention period expires, personal information is securely deleted or anonymized.

**25.3 International Data Transfers.** Skytek is headquartered in Richmond Hill, Ontario, Canada. Personal information may be transferred to and processed in other countries where Skytek's service providers operate. Privacy laws in these countries may differ from Canadian privacy laws. By providing personal information, you consent to international transfers in accordance with this Privacy Policy and applicable data protection agreements.

## 26. YOUR PRIVACY RIGHTS

**26.1 Access and Correction.** You have the right to access your personal information held by Skytek and to request corrections to inaccurate or incomplete information. To exercise this right, contact Skytek at [events@skytek.ca](mailto:events@skytek.ca).

**26.2 Withdrawal of Consent.** Where processing is based on consent, you may withdraw consent at any time. However, withdrawal does not affect the lawfulness of processing prior to withdrawal and may limit Skytek's ability to provide services.

**26.3 Deletion Requests.** You may request deletion of your personal information subject to legal retention requirements and legitimate business needs. Skytek will respond to deletion requests within 30 days.

**26.4 Marketing Communications.** You may opt out of receiving marketing communications from Skytek by following unsubscribe instructions in emails or contacting [events@skytek.ca](mailto:events@skytek.ca). Note that you will continue to receive transactional communications related to events and services.

## 27. CHILDREN'S PRIVACY

Children under 18 are not permitted to contract for Skytek services. Skytek does not knowingly collect personal information from children under 18. If we learn that we have collected information from a child under 18, we will delete it. If you believe a child under 18 has provided information to Skytek, please contact [events@skytek.ca](mailto:events@skytek.ca).

## 28. CHANGES TO PRIVACY POLICY

Skytek reserves the right to modify this Privacy Policy at any time. If material changes are made, Skytek will notify affected individuals by updating the effective date and posting the revised policy on the website. For significant changes, additional notice may be provided via email. Continued use of services after changes constitutes acceptance of the updated Privacy Policy.

## 29. PRIVACY INQUIRIES AND COMPLAINTS

For questions, concerns, or complaints about this Privacy Policy or Skytek's privacy practices, please contact:

**Privacy Officer**

SKYTEK EXECUTIVE OFFICE SUITES

95 Mural Street, Suite 600

Richmond Hill, ON L4B 3G2

Canada

**Email:** [events@skytek.ca](mailto:events@skytek.ca)

## ACKNOWLEDGMENT AND ACCEPTANCE

BY EXECUTING A SERVICE AGREEMENT OR MAKING A DEPOSIT FOR SKYTEK'S FULL-SERVICE CONCIERGE EVENT MANAGEMENT SERVICES, THE CLIENT ACKNOWLEDGES AND AGREES THAT:

- The Client has read, understood, and agrees to be bound by these Terms and Conditions in their entirety, including all incorporated sections (General Skytek Terms, Full-Service Concierge Terms, Venue Terms, Payment and Cancellation Policies, and Privacy Policy)
- The Client warrants that all materials, content, and information provided to Skytek are owned by the Client or properly licensed, and that the Client has obtained all necessary rights, permissions, and releases (including copyright licenses, model releases, and music licenses)
- The Client agrees to indemnify and defend Skytek against all claims arising from copyright infringement, intellectual property violations, or other legal issues related to Client-provided materials
- The Client understands that Skytek will collect attendee payments on behalf of the Client and will reconcile and transfer revenues according to the terms specified in the Service Agreement
- The Client understands and accepts the cancellation policies, including that deposits are non-refundable and cancellation fees apply based on timing
- The Client is responsible for providing full refunds to attendees if the event is cancelled, and understands that Skytek will process these refunds on the Client's behalf with costs deducted from attendee revenues
- The Client is responsible for any damage to the Skytek Building or property caused by the Client, attendees, or vendors
- The Client understands the limitations of liability and disclaimers contained in these Terms
- The Client consents to the collection, use, and disclosure of personal information (both Client information and attendee information) as described in the Privacy Policy
- These Terms and Conditions are governed by the laws of Ontario, Canada, and the Client consents to the exclusive jurisdiction of Ontario courts
- The Client has the authority to enter into this binding agreement on behalf of themselves or their organization

**IF THE CLIENT DOES NOT AGREE TO THESE TERMS, THE CLIENT SHOULD NOT EXECUTE A SERVICE AGREEMENT OR PROCEED WITH ENGAGING SKYTEK'S FULL-SERVICE CONCIERGE EVENT MANAGEMENT SERVICES.**

\* \* \*

**SKYTEK EXECUTIVE OFFICE SUITES**

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

Email: [events@skytek.ca](mailto:events@skytek.ca) | Website: <http://skytek.ca>

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