



WEBIFAIR TERMS AND CONDITIONS

High School and College Delegates are welcome to apply for participation in the UnivAssist WebiFair event(s), subject to adherence to and compliance with the following terms and conditions (these "Terms").

TERMS AND CONDITIONS

1. The WebiFair is organized and managed by UnivAssist, Inc. ("Organizer"). Organizer does not endorse any programs, products, or services of any participating individual, institution or other organizations.
2. Organizer reserves the right, in its sole discretion, to accept or refuse applications for participation.
3. The laws of the state of New Jersey shall govern the validity of these Terms without regard to conflicts of law principles.
4. There are certain age requirements for using our services. You must be at least 14 years of age and your use must also conform to the age requirements for your country. If you are a minor in your country, you must always have your parent's or guardian's permission before using our services. If you are under 18, you represent that you have your parent' or guardian's permission to use our services. Please have them read these Terms with you. We have added a section to explain your parent's or guardian's responsibility to allow a child to use our services. If you are a parent or legal guardian of a user under the age of 18, by allowing your child to use our services, you are subject to these Terms and responsible for your child's activity on this website.
5. Organizer will market the WebiFair in the ordinary course of its business to institutions to try to drive participation but makes no guarantee about any attendance or success of the WebiFair or your ability to participate in any desired room or event.
6. All risk and responsibility in connection with participation in the WebiFair shall be Applicant's risk and responsibility. Applicant shall conduct himself or herself in a professional manner at all times. If Applicant wishes to cancel participation in the WebiFair, Applicant is encouraged to notify Organizer.
7. Applicant is not permitted to feature names or advertisements, or solicit, whether in any display or otherwise, or to engage in any political campaigning at the WebiFair.
8. In order to maintain a professional atmosphere, prevent copyright infringement, and maintain a code of conduct and ethics, videotaping or photographs by Applicant of WebiFair sessions is not permitted without prior express written permission from Organizer.
9. Organizer intends on taking photographs and making audio and visual recordings of the WebiFair, but has no obligation to do so. Applicant, without further notice and without compensation, hereby authorizes Organizer and its affiliates (and their partners, successors, assigns and licensees, as applicable) to use such content including, without limitation, Applicant's image on such party's website and social media platforms and in any other form and medium (including, without limitation, print, text and email) for the purposes of archiving and promoting the WebiFair, upcoming events and the business activities of such party, and this is a perpetual non-exclusive royalty free license for use of such content. Applicant waives the right to inspect or approve any version of any such content whether used for publication or written copy, or other content that may be used in connection with any content.
10. Applicant attends and participates at his or her own risk, including, but not limited to, any technical issues or errors with the platform used for the WebiFair. No Organizer Party (defined below) shall be responsible for, and Applicant will indemnify, defend, and hold harmless Organizer and its affiliates, and their successors and assigns and each of their directors, officers, members, managers, employees and agents ("Organizer Parties") from, any and all costs (including, but not limited to, legal fees), claims, demands, suits and liability for any damage, loss, harm or injury to Applicant and any property of Applicant and for any other matters arising out of Applicant's attendance or participation in the WebiFair, except for the gross negligence or willful misconduct of Organizer.
11. No Organizer Party shall be responsible for any act or omission of any supplier or service provider, including, but not limited to, Internet and Web services technology providers, and Organizer makes no representation or warranty concerning the nature or quality of the products or services provided by those parties. No Organizer Party shall be liable to Applicant for any charges, fees or expenses paid or owed by Applicant to any third party, including, but not limited to, Internet service providers or Web based meeting providers (e.g. Facetime, Zoom etc.). Not limiting anything else herein, if Organizer is unable to conduct the WebiFair due to any cause beyond its control, Organizer may permit Applicant to participate in a rescheduled or future event, if so scheduled.
12. No Organizer Party shall, in any circumstance, be liable or obligated for exemplary, special, punitive, or consequential damages, including, but not limited to, any loss or damage of lost profits, revenues, or business opportunities, from whatever source derived.
13. Organizer reserves the right, in its sole discretion, to make changes to the WebiFair schedule, including, but not limited to, dates, cities, and technology used. If the WebiFair is changed, hindered, prevented, cancelled or postponed, in whole or in substantial part, because of a Force Majeure Event (defined below), Organizer shall not be in breach of these Terms, and all other obligations of the parties shall continue if not similarly affected, including, but not limited to, the terms for cancellation contained in Sections 5, 10 and 14. A "Force Majeure Event" shall mean any cause beyond the reasonable control of Organizer including, but not limited to, technological error, interruption or failure; Act of God; accident; fire; flood; inclement weather; labor dispute; riot or civil commotion; act of public enemy; war; military action; disease; pandemic; virus; epidemic; governmental, court, regulatory or administrative act; law, regulation or rule; failure of technical facilities; act or threat of terrorism; national day of mourning; emergency announcement or news bulletin; inability to obtain supplies; delays in transportation; or embargo.
14. Organizer may, in its sole discretion, require removal of, and refuse use or display, any information, content or materials, and any person who's conduct it deems inappropriate or offensive.
15. If the WebiFair is changed or rescheduled by reason of Force Majeure Event and notice is not feasible, Organizer will use reasonable commercial efforts, to the extent not prevented or hindered by Force Majeure Event, to schedule an alternative WebiFair or other event.
16. These Terms and any attachments represent the entire agreement between Applicant and Organizer concerning the subject matter contained in these Terms, and these Terms may not be altered unless mutually agreed upon in a signed writing.
17. If any provision of these Terms, or the application of any provision to either Organizer or Applicant is held by a court of competent jurisdiction to be contrary to any law, the remaining provisions of these Terms will remain in full force and effect and any affected provision shall be construed and modified to the extent necessary, if possible, so as not to be unenforceable. These Terms shall not be construed against Organizer as having, or being deemed to have, structured or drafted these Terms.
18. The following is an OPT IN button for phone, email and social media messaging, allowing us to contact you in those mediums. You may only opt in with your parent's or guardian's prior consent. If you opt in, information we send to you may be sent by multiple mediums, including, but not limited to, email, text messaging, WhatsApp messaging, Instagram, phone calls, etc. If at any point, you wish to OPT OUT of all or a specific communication, you can unsubscribe OR email webifairs@univassist.com.