# Terms of Use & Privacy Notice

#### **TERMS OF USE**

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR USING THIS WEBSITE AND OR REGISTERING TO THE NORTH CAPITAL FORUM, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THIS WEB SITE.

This website is operated by the US-Mexico Foundation (USMF). These Terms of Use & Privacy Policy apply solely to your access to, and use of, the Website and all activities pertaining to the North Capital Forum (NCF). We reserve the right to change or modify any of the terms and conditions contained in the Website, as well as the venues and times specified in the agenda for the NCF, at any time and in our sole discretion. Any changes or modifications will be effective immediately upon posting, and you waive any right you may have to receive specific notice of such changes or modifications.

All questions or comments about the site content should be directed here: ncf@usmexicofound.org.

#### **TERMS & CONDITIONS**

These terms and conditions present the rules for the purchase of tickets, registration and attendance to the NCF.

#### **Terms and Conditions**

Changes to these Terms and Conditions shall only apply when agreed in writing. By purchasing tickets, registering or attending the NCF you agree to act in accordance with and be bound by these Terms and Conditions.

By clicking the button "Place Order" on the booking website you conclude an agreement with USMF for the purchase of a Ticket. To purchase a ticket or register for the NCF, it will be necessary to fill in all the fields on the form and provide your name, email address, company name and position, and have accepted these Terms and Conditions

## **Delivery of Tickets**

After clicking the button "Continue" on the booking website you will receive an automatically generated confirmation email. Please note that the confirmation email can be in your spam or may be blocked by a spam filter you use.

You bare the risk of loss, misappropriation, theft or damage of the ticket after NCF has sent the confirmation email with the Ticket. We advise you to save the confirmation email carefully and if you have not received the confirmation email within 24 (twenty-four) hours, please contact us at:

payment@northcapitalforumtickets.com

## **Registration Transfer**

If you are unable to attend NCF, you may transfer your registration to another person at any date thirty-six (36) hours prior to NCF. To assign your ticket to someone else, please inform us in writing at:

payment@northcapitalforumtickets.com

Please note that the tickets purchased may not be resold or transferred for commercial gain under any circumstances. If there has been any resale or attempted resale, we reserve the right to cancel the relevant tickets with immediate effect and without refund. You will not be able to attend NCF.

#### **Cancellation**

All tickets purchased are non-refundable, and no cancellations are possible.

In the event that it is necessary to cancel or postpone NCF as a result of any reason outside of our control (as decided by us in our sole discretion), we will reimburse the cost of the ticket. You acknowledge that such a refund shall constitute your sole remedy, and our only liability to you, in such circumstances.

#### **NCF**

NCF is not responsible for any loss or damage of any kind incurred as a result of alteration, substitution, cancellation or postponement of NCF. In the case of an unexpected incident or force majeure, NCF reserves the right to make changes to the date and time for all parts of the Forum.

NCF reserves the right to make changes to the events if there are unexpected problems with a venue, or if a speaker is prevented from participating, without any liability to you whatsoever. Please note that while speakers and topics are confirmed at the time of publishing, circumstances beyond the control of NCF may require changes or cancellations of the speakers and/or topics.

NCF preserves the right to refuse your admission to NCF for any behavior deemed unacceptable.

## **Safety & Health Measures**

If you are unable to access the Event due to a failure to comply with safety or health instructions or safety or health measures required for entry to the venues hosting NCF, you cannot obtain a refund. The health and safety of all attendees remains our priority. Please note that given the health context related to COVID-19, events in Mexico are subject to a health protocol.

For safety reasons, it is strictly forbidden to introduce weapons, explosive, flammable or volatile substances, sharps or blunt objects and any object likely to serve as projectile, any dangerous object, signs and banners of any size of a political, ideological, religious or advertising nature. Any offender commits responsibility and is subject to prosecution.

Any person who is likely to cause a disturbance to the organization of NCF and/or to the security of the property and persons will be excluded immediately. No refund of the ticket or compensation of the person concerned will be reimbursed.

## **Intellectual property**

Attending NCF does not give you permission to use any intellectual property of NCF or any third party, such as other guests or speakers.

## **Photography**

NCF may be filmed and recorded (including footage or photographs of individuals or groups of attendees). It is your responsibility to inform the photographers at NCF if you do not wish to be included in any individual or group footage or photographs.

NCF, and any third party licensed by NCF, is permitted to use and distribute footage and photographs, which may feature images of you, in any media (including social media) whether now known or hereafter to be invented throughout the world in perpetuity for the purposes of advertising, publicity, reporting and otherwise in relation to the exploitation of such recordings and photographs. You shall not have any claim to compensation or benefits or any claim, including, without limitation, claims based upon invasion of privacy, defamation or right of publicity, arising out of any use, alteration, blurring, distortion or use in composite form of their name, image, picture, voice, or likeness in connection with such footage or photographs.

Without the express prior written permission of NCF, you may not bring any audio or video recording devices (except for personal cell phones).

## **Attendance and Liability**

You are responsible for arranging an appropriate insurance cover in connection with your attendance to NCF.

#### **PRIVACY NOTICE**

## **Responsible Entity**

The entity responsible for the processing of your personal data is **The US Mexico Foundation** (the "Foundation" or "Responsible Entity"), located at 1250 H Street NW, Suite 300, Washington DC 20005.

## Personal Data Processed by the Responsible Entity

The Foundation, to fulfill the purposes listed below, may collect your identification data. This includes your personal image, which may be recorded by the Foundation through photographs and/or video.

In the case of speakers and moderators (or any other participants), further from the above, the Foundation may also collect your professional and academic data.

In case you provide data concerning another person, you recognize that you have the authority to do so and that it is also your responsibility to ensure that the information contained in these Terms of Use & Privacy Notice has been made available to the data owner.

## **Primary Purposes**

The Foundation will process your personal data to fulfill the following primary and necessary purposes:

- Register and manage your attendance to the event.
- Ensure the compliance with the Terms of Use detailed above as well as any other applicable to the event.
- Prepare your access identification.
- Prepare and publish marketing material, with your personal image, to promote the event, the Foundation, or any future events.
- Follow up on requests, comments, or any feedback you provide.
- Notify you of any development regarding the Event.

In the case of speakers, the following purposes are also applicable:

- Provide information regarding you participation in the event.
- Validate the veracity of the information you provided.
- Promote your participation in the event.
- Prepare participation certificates, when applicable.

- Keep a historical record of your participation.
- Prepare internal reports of statistics.

## **Secondary Purposes**

Unless you oppose, the Foundation will process your data for the following secondary purposes:

- Invite you to similar events.
- Send advertising or marketing campaigns.
- Seek your feedback to help us improve and plan future events.

You may exercise your right to Oppose these purposes by following the procedure detailed in the corresponding section of this Privacy Notice.

#### **Data Transfers**

The Foundation may share your personal information with:

- Our Knowledge Partners. You can learn more about our Knowledge Partners here: <a href="https://www.northcapitalforum.com/knowledge-partners">https://www.northcapitalforum.com/knowledge-partners</a>
- Any entity, organization or company part of the Foundation's group.
- Any service provider involved in the event.
- Any authority empowered to do so by the Mexican Law.

# **ARCO Rights or Revocation of Consent Process**

You or your legal representative may exercise the following rights:

- Access
- Rectification
- Cancelation
- Opposition

It is also possible to revoke the consent on the processing of your information.

To exercise the above, please contact the following e-mail address <a href="mailto:ncf@usmexicofound.org">ncf@usmexicofound.org</a>, providing all information necessary to validate that you are the data owner or the legal representative.

## **Third Party Sites**

Our website may contain links to other websites. The data privacy practices of those third-party websites might differ from the NCF's. You should consult the other websites'

privacy notices for information on their privacy practices as we have no control over information that is submitted to, or collected by, these third parties.

#### **Cookies**

To enhance your experience on our website, the Foundation and our service providers may use "cookies". A "cookie" is a piece of information that a web server stores on your browser when you visit a website. Such information may include:

- A session's username and password
- A session's lifecycle (including websites visited)
- Geographical location
- Type of browser
- The operating system
- Viewed advertisements

You can decide if and how your computer will accept a cookie by configuring your preferences or options in your browser. However, if you choose to reject cookies, you may not be able to use certain online products, services and/or features offered on the Website.

# **Revisions to our Privacy Policy**

We reserve the right to revise this policy or any part of it from time to time. The updated versions will be published in the following link <a href="https://www.northcapitalforum.com">https://www.northcapitalforum.com</a> Please review the policy periodically for changes.