



**RED THREAD X, LLC**  
**TERMS OF USES**

Red Thread X, LLC (“RTX”) is proud to coordinate events in-person including, without limitation, RTX® Conferences, Watch Parties, Networking Events collectively referred to herein as the “Event(s)”.

These RTX Participation and Credentials Terms and Conditions (the “Terms”) apply to (i) you and any individual or entity that you are engaging in a transaction on behalf of to participate in any RTX Events (“you” “your” or “Participant”), (ii) such Participant’s application for involvement in the Events (“Application(s)”) and (iii) Participant’s registration, attendance, participation, and/or enrollment, including, without limitation, purchase and/or possession of any RTX Event entry or access credentials or permissions whether physical or digital, such as wristbands for the RTX Events.

**NOTICE REGARDING LIABILITY, ARBITRATION, AND CLASS ACTION WAIVER**

These Terms contain important information regarding limitations of our liability, your indemnification obligations, the law governing, and mandatory dispute resolution procedures related to, your Credentials, application and/or participation in the Event(s). These Terms also include a class action waiver and require binding arbitration on an individual basis to resolve disputes, rather than lawsuits in court and jury trials.

1. **Applicable Terms.** The Credentials you selected for purchase are for an Event and only the terms concerning the type of event(s) you selected apply.

- a. New Credentials. Paragraphs 1-25 herein apply in full if Participant is obtaining Credentials for an Event occurring in 2025.
  - b. Applications. If Participant is not purchasing Credentials and is only applying for a RTX program, including, without limitation, an awards program, competition, panel, screening or other opportunity to demonstrate, display or present an original idea, concept or other work, then only Paragraphs 1-3 and 9-25 below apply to participants.
2. Official RTX Credentials and Applications.
  - a. Credentials. RTX, its agents and representatives are the sole creators, sellers and distributors of RTX Credentials. Any Credentials not created by and legally acquired from RTX or its authorized agents or representatives will be considered fraudulent and invalid, and subject to revocation. RTX reserves the right to pursue any and all legal action or remedy available against any person or entity involved in the actual or attempted creation, dissemination or use of an unauthorized Credential.
  - b. Applications. Any application forms, submission requests, proposals or other offers not located on official RTX channels are not official RTX applications and will not be considered or fulfilled
3. Refund & Revocation Policy.
  - a. All Credentials are the sole property of RTX. As always, if Participant violates these Terms (and/or any terms cross-referenced herein), RTX has the right, in its sole discretion and at any time determined by RTX, to cancel, revoke, or refuse all transactions with any individual or entity, including, without limitation, the following. RTX will not be responsible for any penalty, fee, loss, or expense incurred by the Participant that might result from such action, regardless of whether such penalty, fee, loss or expense was foreseeable or RTX was advised of the same.

- b. RTX does not issue refunds under any circumstances, including, without limitation, for Application fees or Credentials transactions. Any and all payments made to RTX are not refundable for any reason, including, without limitation, failure or inability to use Credentials due to illness, acts of God, public health crisis, disease, virus, pandemics, epidemics, government restrictions or shut downs, earthquakes, hurricanes, floods, other natural disasters, wars, riots, insurrections, civil unrest, acts or threats of terrorism, cyber-attacks, government actions, travel-related problems, loss of employment and/or duplicate purchases. RTX will not issue refunds, deferrals or credits for Credentials that have been revoked.
- c. If an Event is canceled in its entirety for any reason, then you may defer your Credentials to the next RTX Event of the same type for which your Credentials were purchased. If an Event is canceled in its entirety for any reason, you further agree that aside from obtaining a deferral credit for your Credentials, you will have no remedy against RTX, at law, in equity or otherwise, including, without limitation, for a refund of payments made, expenses incurred, or any actual, consequential, or punitive loss or damages of any kind, regardless of whether such loss or damage was foreseeable or RTX was advised of the same.
- d. If an Event in its entirety is postponed for any reason, your Credentials will be valid for the rescheduled dates in the same calendar year for such Event. If an Event in its entirety is postponed for any reason, you further agree that aside from your Credentials being valid for the rescheduled dates, you will have no remedy against RTX, at law, in equity or otherwise, including, without limitation, for a refund of payments made, expenses incurred, or any actual, consequential, or punitive loss or damages of any kind, regardless of whether such loss or damage was foreseeable or RTX was advised of the same.

- e. Unused Credentials have no monetary value and cannot be credited to future years or events unless the Event in its entirety is canceled or postponed and you defer your Credentials to the next scheduled Event.
  - f. RTX will not issue refunds or credits due to failure to redeem a discount coupon during the registration or application process.
  - g. Discounted Credentials prices are based on the date payment is received by RTX. Prices are subject to change at any time with or without notice.
  - h. Lost or stolen Credentials will be replaced. If Credentials are lost or stolen, new Credentials will be replaced with proof of purchase to ensure a Participant's continued access to the Events, including, without limitation, showcases, parties and conference content.
  - i. Use of Credentials by anyone other than the authorized individual will result in revocation of the Credentials without a refund.
4. Credentials Transfer Policy. RTX Credentials are issued to, can be picked up by, and used by only the Participant named in the registration.
- a. Up to twenty-eight (28) days prior to the start date of an Event, RTX will accept a request to transfer Credentials by changing the Participant name on RTX On-Campus and RTX Off-Campus Credentials without processing fee.
  - b. Contact [vi.ma@theredthreadx.com](mailto:vi.ma@theredthreadx.com) directly to get Credentials' Names transferred and issued.
  - c. Notwithstanding the provisions above, Wristbands are non-transferrable.
5. Credentials Required for Entry.
- a. Events. For security reasons, and to allow entry into RTX Event(s), Participant must wear, possess and present their Credentials at Events as follows: (i) badges must be on the RTX-issued lanyard around Participant's neck while participating in any Event; (ii) Wristbands must be securely affixed to the Participant's wrist and remain on the Participant's wrist

throughout the RTX Events; and (iii) digital Credentials for the Events must be presented by the Participant on a digital device in their possession. No other laminates may be worn on the RTX lanyard for the badge to be valid. If Credentials are not worn or presented correctly by a Participant, RTX reserves the right to deny that Participant's entry into RTX Events.

6. **Entry and Restrictions.** RTX Credentials allow the Participant entry or other access to specific defined Events, but do not guarantee admission or other access to all elements of an Event. Event admission and participation are subject to certain limitations, including, without limitation, venue capacity, geoblocking, technical limitations and age restrictions in compliance with state and local laws. Age restrictions and capacity are specific to each venue and are set by relevant local, state and federal authorities. Venues may each have their own restrictions limiting entry unless Credential holder complies with certain Venue policies (e.g., masking), or restricting entry with certain foods, beverages, or other items such as chairs or bags that are non-transparent or do not fit specified dimensions. Wristbands are valid Credentials for specific Events applicable to the Wristband type, but will not afford the Participant access to the RTX Trade Show, conference and keynote sessions, or other RTX conference activities, unless RTX specifies otherwise.
7. **Credentials Cannot be Prizes.** RTX Credentials may not be used as a prize or incentive in any form of promotion, contest, game, or sweepstakes without advance written approval from RTX.
8. **No Tampering with Credentials.** Tampering with any Credentials, including, without limitation, Wristbands (e.g., stretching, tearing, cutting, taping, etc.) is not permitted. If tampering is evident, the applicable Credentials will be invalidated and may be confiscated, and participants will not be allowed entry to any/all RTX venues and/or Events where the Credentials are required. No refunds will be issued in such a case.

9. Content Use; Anti-Piracy.

- a. Participant is strictly prohibited from copying, republishing, downloading, transmitting, modifying, renting, leasing, loaning, selling, assigning, distributing, recording, licensing, sublicensing, reverse engineering, or creating any derivative works based on any content delivered by RTX as part of the Events, or otherwise using any Event content in a manner that does not comply with these Terms, the RTX Terms of Use, any applicable laws or regulations, or other content usage guidelines provided by RTX in writing, unless Participant has obtained express permission from RTX and any applicable rightsholder(s). Any Participant found in violation of this or any other provision of the RTX Terms of Use (available here: <https://www.theredthreadx/termsandconditions/>)
- b. Participant agrees to not use any device, software, internet site, web-based service, or other means to remove, alter, bypass, avoid, interfere with, or circumvent any copyright, trademark, or other proprietary notices marked on the Event content or any digital rights management mechanism, device, or other content protection or access control measure associated with the Event content, including, without limitation, any applicable geo-filtering mechanisms.

10. Image Release. Photographs and/or audio/video recordings taken at the Events by RTX, or others on behalf of RTX, may include Participant's image, name, voice and/or likeness. By attending and/or participating in the Events, Participant hereby grants RTX permission to perpetually use, and to sublicense to third-parties, Participant's photograph, image, likeness, voice and statements (whether in writing or orally) for any purpose, including, without limitation, commercial purposes, without compensation or credit to the Participant, in any and all media, worldwide, now known or hereafter devised.

11. Weapons-Free Policy. RTX is a private event and maintains a Weapons-Free Policy for all Events, and Participant agrees to its terms. RTX reserves the right, in its sole discretion, without refund, deferral or credit to Participant, to deactivate and/or revoke the Credentials of a Participant if such Participant violates this Weapons-Free Policy. Participant agrees that this policy is in force, and agrees to comply with the policy, regardless of the terms of any signs posted on the premises or venue of any Event.
12. Safety. Participant agrees to comply with the safety, hygiene and CDC identified pandemic level communicable illnesses (including COVID-19) guidelines established by relevant health authorities, including, without limitation, Austin Public Health, Texas Department of State Health Services, the Centers for Disease Control, and any guidelines set forth in the Attendee Safety Resources, which is incorporated herein by this reference.
13. Additional RTX Policies. Participant has read, understands, and agrees to the following policies: Terms & Conditions, Privacy Policy and RFID Policy applicable to the Event in which Participant is participating or for which Participant is purchasing Credentials to attend, which policies apply to the Events and are incorporated herein by this reference.
14. Privacy. RTX takes the privacy of its users very seriously. RTX Events' website and at the Events. The current RTX Privacy Policy is available here: <https://www.theredthreadx.com/privacy-policy/>
15. VOLUNTARY PARTICIPATION AND ASSUMPTION OF RISK. PARTICIPANT UNDERSTANDS AND AGREES THAT PARTICIPATING IN THE EVENTS IS VOLUNTARY AND MAY INVOLVE CERTAIN RISKS OF PHYSICAL INJURY, DAMAGE TO PROPERTY, WHETHER PHYSICAL PROPERTY OR INTELLECTUAL PROPERTY, AND OTHER DAMAGES OR LOSSES THAT MAY BE SUSTAINED BY PARTICIPANT, AND PARTICIPANT ASSUMES ALL RISK OF DAMAGE, PROPERTY LOSS, AND/OR PERSONAL INJURY WHICH MAY OCCUR AS A RESULT OF PARTICIPATING IN

THE EVENTS, INCLUDING, WITHOUT LIMITATION, EXPOSURE TO CDC IDENTIFIED PANDEMIC LEVEL COMMUNICABLE ILLNESSES (INCLUDING COVID-19). PARTICIPANT HEREBY RELEASES RTX, ITS OWNERS, ITS SPONSORS AND ITS OFFICIAL VENUES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, AFFILIATES, MANAGERS, EMPLOYEES, VOLUNTEERS, CONTRACTORS, SUPPLIERS AND REPRESENTATIVES (THE "RELEASED PARTIES") FROM ANY AND ALL LIABILITY ASSOCIATED WITH PARTICIPATING IN THE EVENTS, INCLUDING LIABILITY FOR THE NEGLIGENCE OF ANY RELEASED PARTIES, UNLESS SUCH LIABILITY IS DUE TO THE GROSS NEGLIGENCE OF THE RELEASED PARTIES, IN WHICH CASE THE RELEASE WILL STILL APPLY TO ANY OF THE RELEASED PARTIES THAT WERE NOT GROSSLY NEGLIGENT.

16. LIMITATION OF LIABILITY. IN NO EVENT SHALL RTX BE LIABLE TO ANY PARTICIPANT, OR ANY OTHER PERSON OR ENTITY FOR ANY PERSONAL INJURY OR DAMAGES TO PROPERTY, DATA LOSS, DAMAGES FOR LOSS OF BUSINESS PROFITS OR OTHER PECUNIARY LOSS, INCLUDING ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR SIMILAR DAMAGES, ARISING OUT OF ANY PARTICIPANT'S USE OF THE CREDENTIALS AND/OR PARTICIPATION IN THE EVENTS, EVEN IF RTX OR PARTICIPANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. NO WARRANTIES. EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THESE TERMS, PARTICIPANT'S PARTICIPATION IN THE EVENTS, AND ALL SERVICES AND PRODUCTS PROVIDED IN CONNECTION WITH THE EVENTS, ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND. RTX EXPRESSLY DISCLAIMS ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, REPRESENTATIONS OR CONDITIONS, WHETHER WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, RELIABILITY, INTEGRATION, SAFETY, OR ANY WARRANTIES THAT



MAY ARISE FROM COURSE OF DEALING. RTX EXPRESSLY DISCLAIMS ANY WARRANTIES NOT EXPRESSLY STATED HEREIN AND HAS MADE NO REPRESENTATIONS OR WARRANTIES TO PARTICIPANT ABOUT THE SUITABILITY, CONDITION OR SAFETY OF THE RTX EVENTS, RTX PLATFORM OR DIGITAL TRANSMISSION OF THE EVENTS, YOUR ABILITY TO ACCESS OR USE RTX CONTENT OR SERVICES, ANY EQUIPMENT PROVIDED BY RTX OR ITS VENDORS, RTX SERVICES OR PRODUCTS SUPPLIED AS PART OF THE EVENTS OR THAT THE EVENTS, INCLUDING ANY STREAMING, WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE.

#### 18. Arbitration

- a. RTX is committed to customer satisfaction, so if you have a problem or dispute, we will try to resolve your concerns. But if we are unsuccessful, you or we may pursue claims as explained in this section.
- b. To give RTX an opportunity to resolve informally any disputes between you and RTX arising out of or relating in any way to these Terms (including any linked terms and conditions), our Privacy Policy, the Credentials, the Applications, or any services and/or products provided by RTX ("Claim(s)"), you agree to communicate your Claim to RTX by contacting [vi.ma@theredthreadx.com](mailto:vi.ma@theredthreadx.com) ("Customer Support"). You agree not to bring any suit or to initiate arbitration proceedings until 60 days after the date on which you communicated your Claim to Customer Support have elapsed. If RTX is not able to resolve your Claim within 60 days, you may seek relief through arbitration or in small claims court, as set forth below.
- c. You and RTX agree that any and all Claims will be resolved by binding arbitration, rather than in court, except that you and we may assert Claims on an individual basis in small claims court if they qualify. This includes any Claims you assert against us, our subsidiaries, or any companies

offering products and/or services through us (which are beneficiaries of this arbitration agreement).

- d. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including statutory damages, attorneys' fees and costs). The arbitrator must follow and enforce these Terms.
  - e. Arbitrations will be conducted by the American Arbitration Association ("AAA") under its rules, including the AAA Consumer Rules. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, except as provided in this section. If you commence an arbitration in accordance with the Terms of Use, you will be required to pay AAA's filing fee. You will not be responsible for paying any other fees for the arbitration, other than the filing fee; all other fees or expenses charged by AAA will be paid by RTX (unless the arbitrator finds that either the substance of your Claim or the relief sought is frivolous or brought for an improper purpose). Further, if AAA determines that you are unable to pay any part of the filing fee, then RTX will pay that part too.
  - f. Any and all proceedings to resolve Claims will be conducted only on an individual basis and not in a class, consolidated, or representative action. The arbitrator will have authority to decide issues as to the scope of this arbitration agreement and the arbitrability of Claims. If for any reason a Claim proceeds in court rather than in arbitration, you and RTX each waive any right to a jury trial.
19. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your Claim(s). The AAA's rules and filing instructions are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879.

20. Indemnification. Participant agrees to indemnify, defend, and hold RTX and its affiliates, and each of their respective officers, directors, shareholders, managers, employees, volunteers, contractors, suppliers, and representatives harmless from and against any and all claims, demands and all other liabilities, including, without limitation, costs and attorneys' fees, made by any third party arising out of or in connection with Participant's participation in the Events, use of the Credentials, or any violation of the Terms by Participant.
21. Choice of Law and Exclusive Venue and Jurisdiction. These Terms are governed by the laws of the State of Texas, without regard to its principles of conflicts of laws, except that the Arbitration provision of these Terms shall be governed by the Federal Arbitration Act. In the event that the Agreement to Arbitrate above is found not to apply to you or to a particular Claim, you agree that any Claim that has arisen or may arise between you and RTX must be resolved exclusively by a state or federal court located in Travis County, Texas, in a case brought in your individual capacity and not in any representative capacity or as a class action. Both you and RTX agree to submit the personal jurisdiction to a court of competent jurisdiction located in Travis County, Texas for the purpose of litigating all such Claims or disputes.
22. Updates to Terms. RTX reserves the right to make changes to the Terms as posted, so be sure to check back and review the Terms from time to time prior to purchase. Any dispute between you and RTX will be governed by the Terms agreed to at the time of your purchase or, if you have made no purchase, at the time of your participation or application. Any updates will be notified on our websites.
23. General Provisions. Nothing in these Terms establishes an agency, partnership or joint venture between the parties, or relationship of employer or employee, between the parties (or between either party and the other party's personnel). Headings are included for convenience only and will not be used to construe

these Terms. In the event that any term or provision of these Terms is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other term or provision hereof (which will remain in effect), and the parties agree thereafter to use their best efforts to substitute a provision of similar economic intent and effect. RTX may assign this agreement to a third-party at its discretion.