

## Commercial Support Terms and Conditions

### Eligibility

Supporters are limited to companies representing products or services which are, in the opinion of ISHLT, related to the field of advanced heart and lung failure and of professional interest/benefit to the meeting attendees. ISHLT reserves the sole authority to control all aspects of any ISHLT event, and to determine the eligibility of any company and/or its product(s). ISHLT reserves the right to refuse applications from companies not meeting standard requirements or expectations.

### Use of *JHLT: The Podcast Scientific Program Content*

Information presented on *JHLT: The Podcast* is the property of ISHLT, *JHLT*, and the presenter. Information may not be recorded, copied, transferred to electronic format, reproduced, or distributed without the written permission of ISHLT and the presenter. Any use of the program content that includes, but is not limited to, live or recorded presentations, audiovisual materials used by speakers without the written consent of ISHLT is prohibited.

### Use of ISHLT Name, Logos and/or Acronyms

The names, logos and acronyms of the International Society for Heart and Lung Transplantation are proprietary marks. Use of the names, in any fashion, by any entity, for any purpose, is expressly prohibited without the written permission of ISHLT.

### Assignment of Rights

Supporter grants ISHLT the right to use supporter's name and logo in connection with the promotion and production of *JHLT: The Podcast*, ISHLT Voices podcasts, and any other ISHLT supported event or product.

### Intellectual Property

Supporter represents and warrants to ISHLT that no materials used in or in connection with its Webinar, Podcasts, Articles, and/or demonstration material, including handouts, videos, audio files, and PowerPoint presentations infringe upon the trademarks, copyrights, or other intellectual property rights of any third party. The supporter agrees to immediately notify ISHLT of any information of which the supporter becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights, or other intellectual property rights. The supporter agrees to indemnify, defend, and hold ISHLT and its agents, employees and successors harmless from and against all losses, damages and costs (including reasonable attorneys' fees) arising out of or related to claims of infringement by the supporter of the trademarks, copyrights and other intellectual property rights of any third party. Notwithstanding the foregoing, ISHLT shall not be liable and expressly disclaims all liability for infringement or alleged infringement of the trademarks, copyrights, or other intellectual property of any third party arising out of the actions of a supporter.

### Liability

Each supporter agrees to protect, save and keep the International Society for Heart and Lung Transplantation, Zoom Webinar, Libsyn and their respective employees, representatives, agents, successors and assigns forever harmless from any and all loss, cost, damages, liability, expense, lost profits or other indirect, incidental, consequential or exemplary damages for any of their acts, omissions or insufficient participation in connection with industry webinars, industry podcasts, or *JHLT: The Podcast*. ISHLT is not liable for any errors in any listing or descriptions or for omitting supporter from industry webinars, podcasts, or *JHLT: The Podcast*.

ISHLT will take reasonable measures to ensure that industry webinars, podcasts, and *JHLT: The Podcast* are available without interruption. However, difficulties with hardware, software, equipment, and services may result in service interruptions. In no event will ISHLT be liable to supporter for any loss, cost, or damage that results from any period of downtime.

### Force Majeure

Neither ISHLT, Zoom Webinar, nor Libsyn will be responsible for delays and/or defaults in its performance due to causes beyond its reasonable control, including, but without limiting the generality of the foregoing; acts of terrorism, wars, hostilities, revolutions, riots, civil commotion, national emergency, fire or explosion, flood, force of nature, embargoes, accidents, acts of God, or stability or availability of the internet, telecommunication system failure; technology attacks, epidemic; quarantine, viruses; strikes, total or partial failure of transportation and/or transportation facilities, supplies, acts of request of any governmental authority or any other cause beyond the control of ISHLT, Zoom Webinar, or Libsyn.

### Violations

Violations of any of these rules, regulations and guidelines on the part of the supporter, employees or agents, shall cancel the right to support and/or occupy space and will forfeit to ISHLT all money that may have been paid. Supporters participating in industry webinars, podcasts, and/or *JHLT: The Podcast* are responsible for communicating the rules, regulations and guidelines of ISHLT to their agents, employees, contractors and anyone connected with or authorized by the supporter company.

### Payment and Cancellation

Total payment in full is due with completed applications by the due dates listed. If for any reason, a company cancels its support commitment after returning the application, full payment is due upon cancellation. There will be no refunds.

### Entire Agreement

This Agreement will constitute the entire agreement between supporter and ISHLT and may only be modified in writing, signed by both parties. ISHLT's rights under this Agreement are not deemed waived except as specifically stated in writing and signed by an authorized representative of ISHLT. If any term of this Agreement is declared invalid or unenforceable, the remainder continues in full force and effect. ISHLT may assign this Agreement or its rights or responsibilities hereunder to any other party. ISHLT shall have the sole authority to interpret and enforce all terms and conditions. Any and all matters not specifically covered herein are subject to decision by ISHLT and such decision shall be final. These terms and conditions may be amended at any time by ISHLT upon written notice to all supporters. Supporter expressly agrees to be bound by the terms and conditions set forth herein and by any amendments thereto adopted by ISHLT from time to time.

Any action arising out of this Agreement or industry webinars, podcasts, and/or *JHLT: The Podcast* must be brought in courts located in Cook County, Illinois, USA and governed by the laws of the State of Illinois, USA. Supporter hereby consents to the jurisdiction of such courts. ISHLT is entitled to re-cover reasonable attorneys' fees and costs in any action to enforce its Agreement. Supporter may not assign this Agreement to any other party, including a successor in interest without the prior written consent of ISHLT, in which circumstance support must guarantee performance of the assigned obligations. This Agreement is binding upon the heirs, successors and permitted assigns of the supporter.