AASLD Nov. 10-14, 2023 The Liver Meeting®

Code of Conduct

The American Association for the Study of Liver Diseases (AASLD) is committed to a safe, inclusive, and welcoming environment that honors diversity. By registering and/or participating in The Liver Meeting[®], Participant agrees to adhere to the following Code of Conduct. It is the policy of AASLD that all participants, including attendees, faculty, exhibitors, commercial supporters, vendors, media representatives, AASLD staff, volunteers, and all other stakeholders participating in The Liver Meeting[™] (virtually or inperson) ("Participants") will conduct themselves in a professional manner that is welcoming to all Participants and free from any form of discrimination, harassment, or retaliation. Participants will treat each other with respect and consideration to create a collegial, respectful, inclusive, and professional environment during The Liver Meeting[®]. Creating a supportive environment to enable scientific discourse at AASLD meetings is the responsibility of all Participants. We expect Participants to follow this Code of Conduct during The Liver Meeting[®] and during all AASLD meetings in-person, online, on social media networks and during networking.

Unacceptable Behavior

Participants are expected to avoid any inappropriate actions or statements based on individual characteristics such as age, gender, race, ethnicity, sexual orientation, socioeconomic status, gender identity, gender expression, marital status, nationality, political affiliation/beliefs, religious practices, ability status, educational background, professional position, or any other characteristic that contributes to diversity or is protected by law. Disruptive or harassing behavior of any kind will not be tolerated. Harassing conduct includes, but is not limited to: unlawful harassment, derogatory comments, epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates or shows hostility or aversion toward an individual or group and that take place during in-person or online networking and scientific programming, via text chat functions, question and answer sessions or elsewhere on the AASLD Platform or in-person. Participants agree not to knowingly introduce viruses, spyware, malware, or similar items (collectively, Malware) through the Platform.

Reporting Unacceptable Behavior

Violations of this code of conduct policy should be reported to AASLD at <u>meetings@AASLD.org</u>. To the extent possible, AASLD will endeavor to keep the reporting concerns confidential; however, confidentiality cannot be guaranteed.

Consequences of Unacceptable Behavior

Upon receiving a report of unacceptable behavior, AASLD's priority will be the safety and security of Participants. Sanctions for violating this Code of Conduct may include, but are not limited to, verbal and/or written warning, denied access to the remainder of The Liver Meeting®, removal from the virtual or physical space, and notifying appropriate authorities. Retaliation for good faith complaints of inappropriate conduct will not be tolerated. Refunds will not be given if an individual is denied access to the remainder of the meeting as a result of inappropriate conduct.

Terms and Conditions

By proceeding and completing the registration for The Liver Meeting®, Participant acknowledges that Participant has read, and hereby agrees to the terms and conditions contained therein, and Participant certifies that all information provided by Participant is accurate and correct. Participant affirms and acknowledges this registration will only be accessed by the registered individual. The warranty of this registration is unique to the registered individual and at no point can this registration be transferred nor can Participant share ownership or access to The Liver Meeting®.

These General Terms and Conditions are applicable to each Participant registered for AASLD The Liver Meeting® taking place from November 10-14, 2023, including the physical meeting as well as the virtual meeting (TLMdX®). Unless otherwise noted, these General Terms and Conditions apply to both the physical and virtual meeting. Any delegate, student, media representative, presenter, commercial supporter, or exhibitor is considered a Participant.

Participants are expected to read and abide by not only these rules and regulations, but all rules and regulations of the online event platform and the Anaheim Convention Center. AASLD shall have full power to interpret, amend, and enforce these rules and regulations. Furthermore, Participant acknowledges and agrees that their participation in The Liver Meeting® is subject to continued compliance with the terms of this Agreement. AASLD may withdraw, suspend content, restrict, or terminate participation in The Liver Meeting® at any time, immediately without notice and without liability, as determined in AASLD's sole discretion.

Participant agrees to (a) use the TLMdX® solely for their own internal business purposes and agrees not to rent, lease, sublicense, time-share, or otherwise distribute access to TLMdX® for resale, or to host applications to provide similar services to third parties, or to otherwise make available TLMdX® to any third parties, (b) not to reverse-engineer, decompile, disassemble, modify, create derivative works of, or copy all or any part of the TLMdX[®], (c) to take appropriate actions to protect TLMdX[®] and all parts thereof from unauthorized copying, modification, or disclosure, (d) not to interfere with or disrupt the integrity or performance of the Platform or TLMdX[®] or disobey any requirements, procedures, policies or regulations of AASLD with respect to its computer systems and networks, (e) attempt to gain unauthorized access to TLMdX® or the Platform or circumvent or modify any security mechanism employed by AASLD or the Platform, (f) use TLMdX® or the Platform other than for lawful, internal purposes and as authorized under this Agreement, (g) use any robot, spider, site search/retrieval application or other device to retrieve or index any portion of the TLMdX® or the Platform or collect information about users for any unauthorized purpose or create user accounts by automated means or under false or fraudulent pretenses, (h) transmit any viruses, worms, defects, Trojan horses or any items of a destructive nature, (i) make use of TLMdX® or the Platform in whole or in part in any way to build a competitive product or service, build a product using similar ideas, features, functions or graphics, or copy any of its ideas, features, functions, or graphics. Participant may not use the TLMdX[®] or the Platform or access TLMdX[®] or the Platform for any benchmarking or competitive purposes. Participant shall comply with all applicable laws and regulations concerning export, data privacy and protection and cooperate with AASLD in connection with compliance.

Participation in TLMdX® is conditioned on Participant obtaining and maintaining access to the Internet, and all equipment necessary for proper operation of TLMdX® and the Platform. Participant shall be solely responsible for obtaining and maintaining Internet access and necessary equipment.

Participant shall abide by all applicable local, state, national and foreign laws, treaties, and regulations in connection with Participant's participation in TLMdX® and use of the Platform, including those related to data privacy, international communications, and the transmission of technical, health, or personal data and in accordance with AASLD's Acceptable Use Policy and Privacy Policy as set forth on AASLD's website, and as amended from time to time. AASLD reserves the right to update such policies in its sole discretion. Any use of the TLMdX® or the Platform in violation of these policies shall be a material breach of this Agreement.

Cancellations for The Liver Meeting® and TLMdX®

Registered attendees may cancel their participation for the in-person component of The Liver Meeting® at any time before October 18, 2023, and will incur a \$50 administrative fee. Cancellations for the in-person and digital component received on or after October 18,

2023, will not be refunded. A cancellation for the in-person component of The Liver Meeting® will leave registration for TLMdX® intact unless noted by the attendee. Registered attendees must cancel both TLM and TLMdX® to be eligible for refund before October 18, 2023.

Refunds will be processed at the conclusion of The Liver Meeting[®]. A written cancellation and refund request is required for all cancellations and should be sent to aasld@xpressreg.net.

Intellectual Property

Participant hereby acknowledges that all right, title and interest in and to the TLMdX® and the Platform and tools and all intellectual property rights therein, including patent, unpatented inventions, software, hardware, processes, user interfaces, algorithms, knowhow, techniques, and other tangible or intangible technical material or information, specifications describing the features, functionality or operation of the TLMdX® and the Platform, copyright, trademark, trade secret, proprietary information and technology used in or comprising the TLMdX® and the Platform and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Participant to AASLD relating to the TLMdX® or the Platform (collectively, the "AASLD Intellectual Property") are owned by, and are vested in, AASLD (or its applicable licensors/vendors). Other than as expressly set forth in this Agreement, no rights in the AASLD Intellectual Property are granted to Participant and all such rights are hereby expressly reserved by AASLD.

Participant grants to AASLD a non-exclusive, nonrevocable, royalty-free license to use data submitted by Participant through the Platform to be used by AASLD. Participant will not be entitled to compensation for any use by AASLD, its sublicensees or their sublicensees of your data. Participant acknowledges and agrees that AASLD is free to use any ideas, concepts, know-how, or techniques contained in such data for any purpose.

Recording

AASLD reserves the right to record TLMdX[®], which recording will be made available on AASLD website (Liver*Learning*). In addition, TLMdX[®] may be live streamed to several social media platforms. Participant acknowledges that photographs and/or videos may be taken of them and other participants at any time during TLMdX[®]. Furthermore, Participant grants AASLD permission to use photographs and/or video of their likeness in any type of media, including websites and print publications, without compensation or reward. NO AUDIO OR VIDEO RECORDING OF THE PROGRAM BY ANY PARTY OTHER THAN THE AASLD IS PERMITTED. This includes, but is not limited to screenshotting, framing, and live streaming.

Jurisdiction

These terms shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without giving effect to any choice of conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the Commonwealth of Virginia. Any legal suit, action, or proceeding arising out of or related to these Terms and Conditions, The Liver Meeting® or TLMdX® shall be instituted exclusively in the federal or state courts of the Commonwealth of Virginia located in the city of Alexandria, Virginia and Participant irrevocably submits to the exclusive jurisdiction of such courts in such suit, action or proceeding. Participant irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to these Terms and Conditions, The Liver Meeting®, and TLMdX®.

Severability Clause

If any provision of these Terms and Conditions shall prove to be unenforceable, invalid, or prohibited by any applicable law, such provision will be interpreted to be enforceable to the maximum extent permitted under applicable law. All other provisions of the Terms and Conditions shall remain in full force and effect.

Assignability

Participant may not assign, transfer, or delegate any or all of its rights or obligations under these Terms, including by operation of law, without the prior written consent of AASLD. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. Nothing herein, express, or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of these Terms.

Modification of the Conference Program

AASLD reserves the right to modify the program, which is published as an indication only.

Cancellation or Disruption of the Conference

In the event that the conference cannot be held in full or in part or is postponed due to events beyond the control of AASLD (force majeure) or due to events which are not attributable to wrongful intent or gross negligence of AASLD, including but not limited to failure of speakers to participate, Internet disruption, power outages, riot, war, invasion, act of foreign enemies, hostilities, acts of terrorism, governmental actions or orders, Acts of God, earthquakes, flood, fire or other physical natural disaster, any strike or labor disturbance, or other similar events or circumstances beyond the reasonable control of AASLD, AASLD is excused from performance and liability and cannot be held liable by Participants for any damages, costs, or losses incurred, such as transportation costs, accommodation costs, financial losses, etc.

If AASLD cancels the in-person component of The Liver Meeting®, a Participant's registration for TLMdX® will remain intact If AASLD cancels both the in-person component and virtual The Liver Meeting®, AASLD reserves the right to either retain the entire registration fee and to use it for a future conference, or to reimburse the Participant after deducting costs already incurred for the organization of the TLM® and which could not be recovered from third parties.

