PPDM ASSOCIATION (PPDM)

TERMS AND CONDITIONS

1. **About PPDM:** PPDM Association – The Global Energy Data Professionals (“PPDM” or “PPDM Association”) is a not-for-profit society incorporated pursuant to the laws of the Province of Alberta, Canada. PPDM provides leadership for the professionalization of energy data management through the development and dissemination of best practices and standards, learning programs, certification programs and professional development opportunities for individuals, corporations, partnerships, associations, government agencies, regulatory bodies, and professional associations.

2. **IMPORTANT:** PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING PPDM MATERIALS OR PPDM WEBSITES. THIS IS A LEGAL AGREEMENT BETWEEN YOU AND PPDM WHICH GOVERNS YOUR USE OF PPDM MATERIALS OR PPDM WEBSITES. YOU ACKNOWLEDGE THAT YOUR USE OF PPDM MATERIALS OR PPDM WEBSITES SIGNIFIES YOUR AGREEMENT WITH THE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS DO NOT USE PPDM MATERIALS OR PPDM WEBSITES.

3. **Definitions**

3.1. For purposes of this document, “Member” shall include PPDM Members in good standing or a Corporate Representative of a Corporate Member. “Guest” shall include individuals who have registered a free Guest account on one or more PPDM Websites.

3.2. For purposes of this document, the terms “You”, “Your” or “User” may include Members or Guests, including any or all of the User, its directors, officers, employees, agents, affiliated or subsidiary businesses or any third parties to whom the User has given access to the Materials of the PPDM Association.

3.3. “Party” and “Parties” means either You and/or PPDM as applicable.

3.4. For purposes of this document, “PPDM” or “PPDM Association” shall include any or all of its directors, officers, employees, agents, contractors or other individuals affiliated with the PPDM Association.

3.5. “PPDM Materials” or “Materials” refers to resources accessed online, printed, or downloaded that is derived from the PPDM Association, and may include some, or all, of:
• PPDM Products that are developed intentionally for the use of Members, Guests, or publicly available in accordance with PPDM Policy.

• PPDM Services include all materials related to Services, such as, but not limited to, registration information, presentation materials or training materials. Use of these materials is available in accordance with PPDM Policy.

• PPDM Subscriptions, such as, but not limited to, PPDM learning programs or subscriptions to Data as a National Resource, are based on subscriptions paid for and renewed annually. Materials are available in accordance with PPDM Policy.

4. PPDM Policies and PPDM Governance: In addition to the Terms and Conditions, You agree to be comply with and be bound by applicable PPDM Association Policies and Governance in effect and as may be amended from time to time, including, but not limited to PPDM Association Bylaws, PPDM Association Access Policy and PPDM Intellectual Property (IP) Policy.

5. Updates: We may update this policy by posting a revised version on our website. By continuing to use our Website and Materials, You accept any revised Policy. Content available may change as permissions change or expire.

6. Payment of Fees
   Fees: Fees are associated with some PPDM Activities or Materials, including but not limited to membership, event registration and training. You are responsible for timely and complete payment of all fees and applicable taxes.

   6.1. Requirement to pay: PPDM reserves the right to restrict or deny You access to PPDM Materials or PPDM Websites if PPDM is unable to successfully obtain a payment for a PPDM Association Product or Service.

   6.2. Payment of Applicable Fees and Taxes: You agree to pay all fees including bank charges, applicable taxes, GST, Value Added Tax (VAT) and other taxes.

   6.3. Currency: PPDM Association fees are published in US Dollars unless otherwise specified.

   6.4. Fee discounts: may apply to individual or corporate members (and their representatives) or sponsors. These discounts are published on PPDM webpage. Discounts may be accessed via Your member login account on the PPDM Website.
Please note that any discounts must be accessed at the time of registration and are not retroactive.

6.5. **Payment Methods**: PPDM Website Shopping Cart accepts Visa, MasterCard, American Express (USD only) and Company Cheque (Check). Please contact [PPDM Association Accounts](#) for more information. Subject to the foregoing, PPDM may accept other methods of payment. Once payment is processed, PPDM will grant You access to the purchased or subscribed PPDM Materials or PPDM Websites.


ii. Company Cheque (Check) payment with a purchase order number can be initiated through PPDM Website Shopping Cart. Once the payment has been received and processed by the PPDM Association, the purchase will be confirmed through a Purchase Receipt confirmation email. Note that Your transaction is not complete until the cheque has been received and processed by the PPDM Association. Cheque payments must be completed prior to receiving PPDM service for which You registered.

6.6. **Refunds**: All refunds or changes must be completed by the PPDM Association.

i. Refunds may be offset against any monies owing to the PPDM Association. Specific details of PPDM refunds process are outlined below.

ii. Refunds are made in accordance with refund policies for each kind of event, as specified in this policy.

iii. Any refund will be offset by associated administrative costs, bank charges, courier charges, taxes or other outside party fees or costs associated with the refund.

iv. If payment was made by credit card, any refund must be processed to the credit card originally used for the transaction. Other credit cards cannot be accepted.

v. Some refunds may be made as credits into Your user account, as defined elsewhere in this policy. Such credits are available for as long as Your user...
account is active. After 12 months, administrative fees may apply. Credits may be used to pay PPDM fees or dues and have no cash value.

7. **PPDM Membership fees.**

7.1. Fees for memberships are not refundable once paid.

7.2. Fees for individual memberships may not be transferred between individuals.

7.3. Fees for corporate members may not be transferred between corporations unless special approval is made, such approval to be made at the sole discretion of PPDM. Additional documentation and administrative or membership fees may be required and must be provided within 30 days upon request.

8. **PPDM ASSOCIATION Websites**

8.1. **Restrictions on Use:** You acknowledge PPDM Websites are designed and intended for You to use individually, and You may not allow or share access with any other party.

   i. You agree to use PPDM Websites only for purposes as permitted by this Policy and any applicable law.

   ii. You acknowledge that access to PPDM Materials is given in alignment with policies of PPDM and the Board of Directors.

   iii. Any Materials downloaded from PPDM Association Websites must be used in accordance with the terms of PPDM Access Policy and PPDM Intellectual Property (IP) Policy and may not be used or shared in any way that does not comply with the terms of the Policies.

   iv. Materials downloaded from PPDM Websites may be used as provided in presentation or other communication Materials in accordance with the PPDM Access Policy and PPDM Intellectual Property (IP) Policy. You must ensure that full credit to PPDM as author and owner of the Intellectual Property is clearly and prominently included in the same Materials.

   v. Non-members may download certain Materials for personal, non-commercial use only. Any other use may require individual or corporate membership in the PPDM Association. Details are available upon request.
8.2. **Website Access:** PPDM will provide You access to the PPDM Websites upon completion of the processes described in this document, based on conditions set out in relevant PPDM Policies (such as the Sanctions Policy). An automatically generated registration number (“User ID”) will be assigned to You.

i. You must create a username and password upon registration. You may update Your user profile and manage Your password and contact information in Your profile page. You may not share Your username or password with any other party.

ii. Your access to “Members Only” sections of PPDM Websites will be in effect while You are a member in good standing as defined in PPDM Bylaws.

iii. Access to some web pages or Materials may be subscription based. In this case, Your access will be valid if relevant fees are paid in full, and other requirements met.

iv. PPDM reserves the right to suspend or terminate Your access and/or Your user account to PPDM Websites, if PPDM reasonably believes that You have used or permitted the use of or access to PPDM Websites:

   • in a manner that threatens the integrity of PPDM Websites, PPDM or its employees, agents, or representatives, or
   
   • infringes or threatens to infringe the PPDM Association’s intellectual property or third-party intellectual property rights, or
   
   • if Your conduct contravenes any applicable laws or PPDM Association policies.

8.3. **Your Obligations:** Your User ID, username and password are required to access and use PPDM Websites. To ensure Your security, never divulge Your User ID, username or password or account information to anyone. You are solely responsible to maintain the confidentiality and security of Your User ID, username password and account information. You represent and warrant that the User ID, username and passwords are solely used by You and by no other party.

8.4. **Integrity of Data:** You are responsible for the accuracy, integrity and truthfulness of all data and information provided by You to PPDM and on Your user profile.
8.5. **Lost Username or Password:** If You have forgotten Your username or password, You can access the password recovery on PPDM Website at the “Sign In” page and select the button “Forgot my password or my username.” A reminder will be sent to the email address that You provided upon registration. If You have forgotten or are not sure which email address is associated with Your account, contact PPDM directly for help.

8.6. **Linked Websites:** PPDM Websites may contain certain content or Materials, including links to other websites. PPDM does not control those websites and under no circumstances is PPDM responsible for the availability of those websites and PPDM does not endorse those websites or the accuracy of content or Materials. PPDM is not responsible for the content or materials contained on the other websites or the use You make of them.

8.7. **PPDM Members Only Content:** PPDM makes certain information available to its members. This information requires Your Member ID and password for access. This information, whether as web page content or downloadable Materials may not be shared outside PPDM membership without explicit permission from the PPDM Association.

i. PPDM Members are granted access, discounts or other privileges based on their membership level as determined by PPDM and in conformance with PPDM Access Policy at its sole discretion.

ii. Non-members with a guest account may obtain member level access by upgrading to an Individual or Corporate Membership account by filling out the appropriate application and paying relevant fees.

9. **PPDM Events**

9.1. **PPDM Events include in person or virtual activities such as, but not limited to,** public training, meetings, workshops, luncheons, conferences, symposia, field trips, tradeshows, or expos, whether or not fees are paid to participate in the event.

i. Some events fees are paid on an event-by-event basis.

ii. Some access to events, training programs or other Materials may be subscription based.
9.2. **Event Cancellations by the PPDM Association:** All public and private PPDM Association Events are subject to cancellation at the sole discretion of the PPDM Association.

i. In the event of a cancellation by the PPDM Association, registrants will be offered a refund for fees paid in excess of $35.00 USD less applicable bank charges. You may also choose to credit the amount to Your user account.

ii. Registrant refunds for fees less than $35.00 USD will be credited to Your user account.

9.3. **Registration cancellations by registrant or their delegate:**

i. Cancellation and a request for refund must be provided to PPDM in writing at least 14 days prior to the event.

ii. Cancellation 14 or more calendar days in advance of the event with a registration fee equal or more than $35.00 USD will be refunded in the amount paid less bank charges and an administrative fee (25% of the fees paid per registration).

iii. Refunds for any event or subscriptions for which the registration fee is less than $35.00 USD will be credited (less applicable taxes and a 25% administration fee) to Your user account.

iv. Refunds will not be issued for cancellations received less than 14 days in advance of the event.

9.4. **Event Sponsorship & Exhibition Booths:**

i. Your sponsorship or exhibitor reservation agreement must be returned within 14 business days of receiving the agreement to reserve the sponsorship/exhibitor spot. If the agreement is not signed and returned to PPDM within this time, the reservation may be reopened to other organizations.

ii. Payment for sponsorships/exhibitor slots must be received by PPDM no less than 20 business days prior to the event date.

iii. Sponsorship or exhibitor cancellation: If requested, and at the sole discretion of the PPDM Association, sponsorship or event funds and associated benefits may be transferred to another PPDM Association event as mutually agreeable.
• Cancellations more than 21 business days in advance of the event date: full refunds will be issued less bank charges and a $150 USD Administrative Fee.

• Cancellations 11 – 20 business days in advance of the event date: liquidated damages in the amount of seventy five percent (75%) plus a $150.00 USD administrative fee will be due, plus applicable taxes.

• Cancellations 10 or fewer business days in advance of the event date: liquidated damages in the amount of one hundred percent (100%) of the sponsorship/exhibitor will be due, plus applicable taxes.

10. PPDM Training

10.1. PPDM Training: PPDM Training includes but is not limited to public training, private training, and online learning.

10.2. Public Training: Notice of intended PPDM public training will be published to the PPDM Website. Registration is available to members and non-members.

i. Public Training session delay or cancellation by PPDM.

• Minimum registration: PPDM public training must have a minimum number of students registered; the minimum requirements will be posted on the PPDM Website. Public training events that do not meet this threshold may be cancelled or rescheduled at the sole discretion of PPDM. Notice of such cancellation or rescheduling will be provided to all registrants at least 14 calendar days before the scheduled date. Registered and paid delegates will be rescheduled or refunded according to this policy.

• Delay or Cancellation: In the event that a public training event must be rescheduled, even on short notice, due to extenuating circumstances, such as but not limited to illness of the instructor, local emergency conditions, epidemics, or pandemics, the training will be rescheduled as soon as practically possible. Registered and paid delegates will be rescheduled or refunded according to this policy.

ii. Public Training Registration Cancellations by registrant or their delegate.

• Cancellation and a request for refund must be provided to PPDM in writing at least 14 calendar days prior to the training.
• Cancellation 14 or more calendar days in advance of the public training with a registration fee equal or more than $35.00 USD will be refunded in the amount paid less an administrative fee (25% of the fees plus applicable taxes or bank charges paid per registration).

• Refunds for any public training for which the registration fee is less than $35.00 USD will be credited (less applicable taxes and a 25% administration fee) to Your user account.

• Refunds will not be issued for cancellations received less than 14 days in advance of the public training.

10.3. Private training: PPDM offers private training for PPDM Corporate Members and Non-members. Discounts are available for PPDM Corporate Members in good standing.

i. Private training is booked when the training contract is signed, and the required fees deposit received.

ii. Changes may be available under certain circumstances as specified in each training contract.

11. PPDM CPDA™ Certification.

11.1. This PPDM Policy does not cover the booking fees or policies of the Invigilator for Your exam sitting. These fees are handled directly by the invigilator.

11.2. Applications for the CPDA certifications may be made online and applicable PPDM fees paid immediately or as laid out in this policy. Your application will not be processed until fees have been paid in full. Once the payment has been received, You will have twelve (12) months to complete the exam. Certification fees are non-refundable.

i. Booking Transfer and Withdrawn applications: if, after submitting Your application and paying applicable PPDM Administrative Fees, You withdraw Your application You may:

• Transfer Your exam reservation to an alternate date, within a three (3) month period, without penalty or additional fees. You have twelve (12) months to complete the CPDA exam from the time fees have been remitted.

• If You withdraw Your application, fees are non-refundable.
ii. **Deferred exam**: You may carry administrative fees forward to a future exam date within one year of Your original application. Note that in this case, Invigilation fees must be paid (directly to the Invigilator) for the subsequently scheduled exam sitting.

iii. **Failure to qualify**: PPDM Committee (PDMCC) determines, at its sole discretion, whether an applicant is qualified to become a CPDA. Should You not meet the eligibility requirements and wish to submit further evidence to be eligible for future exams, You have one year to do so. After one year, You must pay the full Administration fee again.

iv. **Failure to sit the exam**: PPDM will not provide You with a refund of CPDA Exam fees if You scheduled the exam but did not take it at the scheduled time. Exceptions will be made, at the sole discretion of the PPDM Association, for technical problems that are the fault of the exam provider or Invigilator.

12. **Term and Termination**: At its sole discretion PPDM may, without notice, terminate access to PPDM Service or PPDM Website if You are in breach of any of Your obligations, including the non-payment of applicable fees, or violation of PPDM. You will be granted access to PPDM Service or PPDM Websites for the period outlined by PPDM Service and for which payment has been received and processed or as otherwise may be determined by PPDM (The “Term”).

13. **Indemnity**: You agree to indemnify PPDM, its directors, officers, employees, agents, representatives and licensors, and to be liable to and hold Them harmless from any claims or demands, including travel or accommodation costs, reasonable legal fees and disbursements, related to or arising from (a) Your breach of the Terms and Conditions; (b) breach of PPDM Privacy Policy or other PPDM policies in effect and as amended from time to time; and (c) Your providing false or inaccurate information to the PPDM Association.

14. **Limitation of Liability**: YOU EXPRESSLY UNDERSTAND AND AGREE THAT PPDM MATERIALS AND PPDM WEBSITES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. PPDM DOES NOT GUARANTEE, REPRESENT OR WARRANT THAT YOUR USE OF PPDM MATERIALS AND PPDM WEBSITES WILL BE UNINTERRUPTED OR ERROR-FREE. PPDM, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND LICENSORS DO NOT MAKE OR GIVE ANY REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES AS TO COMPLETENESS, ACCURACY, SECURITY, MERCHANTABILITY, QUALITY, TITLE, NON-
INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OF PPDM MATERIALS, PPDM WEBSITES AND ALL PPDM MATERIALS AND CONTENT RELATED THERETO. PPDM SHALL NOT BE LIABLE FOR DEFECTS IN TRANSMISSION, CONNECTIVITY, INTERNET, INTERNET SERVICE PROVIDER, VIRUS, INTERRUPTIONS, DISRUPTIONS OR DELAYS.

IN NO EVENT SHALL PPDM BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, ACTUAL, PUNITIVE DAMAGES, ARISING OUT OF THE TERMS AND CONDITIONS OR ACTS OR OMISSIONS IN FULFILLING ITS OBLIGATIONS HEREUNDER.

14.1. PPDM SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY AND ALL ITEMS, STATEMENTS OR CONTENT TRANSMITTED, POSTED OR RECEIVED ON ITS SYSTEMS OR ANY OTHER SYSTEMS, OR FOR MONITORING THE SAME. THE PPDM ASSOCIATION'S ENTIRE LIABILITY, REGARDLESS OF THE NUMBER OF CLAIMS, IN CONTRACT, TORT OR OTHER THEORY OF LAW, INCLUDING WITHOUT LIMITATION, NEGLIGENCE OR OTHERWISE, AND THE USER'S EXCLUSIVE REMEDY SHALL BE, AT THE OPTION OF THE PPDM ASSOCIATION:

i. TO EITHER REFUND THE FEES PAID BY THE USER FOR SPECIFIC MATERIALS, EXCLUSIVE OF MEMBERSHIP FEES; OR,

ii. TO PROVIDE THE USER WITH CORRECTED ITEMS PROVIDED THAT PPDM IS NOTIFIED OF ANY CLAIM WITHIN NINETY (90) DAYS FROM THE DATE ON WHICH THE CLAIM ARISES.

14.2. IN NO EVENT WILL PPDM BE LIABLE TO THE USER FOR ANY INDIRECT CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF THE USER OR OF ANY THIRD PARTY CLAIMED AGAINST THE USER, HOWSOEVER CAUSED, INCLUDING BUT NOT LIMITED TO, ANY LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF USE OR LACK OF AVAILABILITY OF FACILITIES INCLUDING COMPUTER RESOURCES, ROUTERS AND STORED DATA, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, AGGRAVATED, ECONOMIC OR CONSEQUENTIAL DAMAGES, CONTRIBUTION OR INDEMNITY ARISING OUT OF THE USE, OR INABILITY TO USE THE MATERIALS, IF ANY, PROVIDED UNDER THIS DISCLAIMER, OR FOR CLAIM BY ANY OTHER PERSON EVEN IF PPDM OR ANY OF ITS LAWFUL CONTRACTORS, OR EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM.

14.3. IN NO EVENT WILL PPDM BE LIABLE TO THE USER FOR DAMAGES OR LOSSES ARISING FROM ANY THIRD PARTY, OR FOR DAMAGES OR LOSSES CAUSED BY
THE USER, OR THEIR RESPECTIVE EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, OR FOR OTHER EVENTS BEYOND THE REASONABLE CONTROL OF THE PPDM ASSOCIATION.

14.4. THIS DISCLAIMER SHALL SURVIVE THE TERMINATION AND/OR EXPIRY OF THE USER’S MEMBERSHIP IN THE PPDM ASSOCIATION.

15. **Disclaimers:** PPDM’s supply of Materials to the User is subject to the following Disclaimer which is deemed to be accepted by the User upon the User making any use of, or receiving any benefit from, the PPDM's Materials.

15.1. Your right to use any PPDM Association Materials is governed by policy set by PPDM Board of Directors at their sole discretion.

15.2. The User acknowledges that at all times, all Materials and their accompanying supporting Material, are, and remain, the intellectual property of PPDM with all rights reserved for the benefit of PPDM.

15.3. EXCEPT AS SPECIFICALLY PROVIDED IN THIS DISCLAIMER, ANY MATERIALS PROVIDED BY PPDM ARE PROVIDED AS IS, AND PPDM DISCLAIMS ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THOSE OF PERFORMANCE OR MECHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING OUT OF A COURSE OF DEALING OR USAGE OF TRADE, WITH RESPECT TO ITS MATERIALS AND/OR, AND DO NOT WARRANT THAT THE FUNCTIONS OR THE OPERATION OR THE CONTENT OF ITS ANY MATERIALS WILL BE:

i. UNINTERRUPTED OR ERROR FREE;

ii. ACCESSIBILE;

iii. FREE FROM CONTENT WHICH MAY BE DEEMED TO BE PRIVATE UNDER THE LAWS OF THE PROVINCE OF ALBERTA OR THE COUNTRY OF CANADA;

iv. COMPLETE;

v. CURRENT.

16. **Changes:** The contents of PPDM Materials and PPDM Websites, including but not limited to the terms and conditions herein, any agreements and policies, may be
amended or substituted without notice to You and it is Your responsibility to check for any amendments or substitutions.

17. **Arbitration:** The Terms and Conditions are to be governed and interpreted under the laws of the Province of Alberta and the laws of Canada applicable therein, and any and all disputes arising out of this Disclaimer, their performance, breach, enforcement, existence or validity, any failure of the parties to reach agreement with respect to matters provided for in this Disclaimer and all matters of dispute relating to the rights and obligations of the parties, which cannot be amicably resolved, even if only one of the parties declares that there is a difference, will be referred to and finally settled by private and confidential binding arbitration held in Alberta and governed by Alberta law pursuant to the Alberta Arbitration Act if the User is a party created under the laws of Canada or any province or territory of Canada; or the Arbitration Rules of the United Nations Commission of International Trade Law (UNCITRAL) if the User is a party outside of Canada. The following arbitration procedures shall apply, notwithstanding whether the arbitration is governed by the Alberta Arbitration Act or UNCITRAL:

17.1. the place of arbitration shall be Calgary, Alberta;

17.2. the Arbitration tribunal shall consist of one (1) arbitrator;

17.3. the Courts of the Province of Alberta shall be the appointing authority in accordance with UNCITRAL Rules;

17.4. the language to be used in the arbitral proceedings shall be English;

17.5. the Arbitrator shall be a person who is legally trained and who has experience in the information technology field in Canada and is independent of either party; and,

17.6. the decision of the arbitration court shall be final and binding upon each of the parties.

17.7. Except as otherwise provided herein, all notices must be in writing to PPDM at Bankers Hall, P.O. Box 22155, Calgary, Alberta, T2P 4J5, Canada, and to You at the most recent address in PPDM’s records. Notices shall be deemed delivered three business days after posting in the Canadian postal system, or one business day if delivered via email or courier.
18. **Applicable Law**: The Terms and Conditions and each of the documents contemplated by or delivered under or in connection with this policy are governed exclusively by, and are to be enforced, construed, and interpreted exclusively in accordance with, the laws of Alberta and the laws of Canada applicable in Alberta which will be deemed to be the proper law of the policy. The parties irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the Province of Alberta, Canada, and all courts competent to hear appeals therefrom.

19. **Governing Language**: PPDM Materials and the content on PPDM Websites are only in the English language. The Terms and Conditions shall use the English language. Any translation of the Terms and Conditions is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of the Terms and Conditions shall govern.

20. **Force Majeure**: Each Party shall be excused for its failure to promptly perform any part of this Policy, if such failure is due to force majeure including, but not limited to, wars, fires, floods, or other natural disasters, strikes, epidemics declared by regional authorities, pandemic declared by the World Health Organization, shortages of materials, embargoes, governmental or legal restrictions or other events beyond its reasonable control. The inability of a Party to provide funds or make payments agreed to be made is not a force majeure event. The Parties, to the extent it does not create an unreasonable economic cost to any of the Parties, shall attempt to mitigate the effects of any force majeure event.