



By:  TELECOM INFRA PROJECT

## **FYUZ 2024 ATTENDEE TERMS & CONDITIONS**

TELECOM INFRA PROJECT, INC., WITH ITS PRINCIPAL PLACE OF BUSINESS LOCATED AT C/O VIRTUAL INC., 401 EDGEWATER PLACE, SUITE 600, WAKEFIELD, MA 01880, UNITED STATES, WELCOMES YOU TO FYUZ DUBLIN 2024 (THE "EVENT").

### **Acceptance of Attendee Terms & Conditions**

TELECOM INFRA PROJECT, INC. ("TIP") PROVIDES THE EVENT TO YOU, YOUR EMPLOYEES, AGENTS, AND CONTRACTORS, AND ANY OTHER ENTITY OR PERSON ON WHOSE BEHALF YOU (COLLECTIVELY, "YOU") ACCEPT THESE FYUZ 2024 ATTENDEE TERMS & CONDITIONS. THESE FYUZ 2024 ATTENDEE TERMS & CONDITIONS ARE ENTERED INTO BY AND BETWEEN TIP AND YOU. YOU ACCEPT THEM AND AGREE TO BE BOUND BY THEM BY: (I) SIGNING UP FOR AN ACCOUNT ON THIS WEBSITE; (II) REGISTERING FOR THE EVENT VIA THIS WEBSITE; (III) ACCEPTING AN INVITATION TO THE EVENT; (IV) CONSENTING TO A THIRD PARTY REGISTERING YOU FOR THE EVENT; (V) ORDERING OTHER GOODS OR SERVICES VIA THIS WEBSITE; (VI) USING THIS WEBSITE; or (VII) ATTENDING THE EVENT ((I) THROUGH (VII) COLLECTIVELY, THE "REGISTRATION ACTIVITIES").

These Fyuz 2024 Attendee Terms & Conditions apply to all Registration Activities consummated between You and TIP for the Event, regardless of the payment platform, method or process used.

### **Applicable Terms**

The Primary Terms set forth here apply to all onsite Event activities.

## **PRIMARY TERMS**

### **Description of Services**

The Event is scheduled to take place 11 November - 13 November 2024 in Dublin, Ireland. This website provides access to an account, registration and other services for the Event, including but not limited to information regarding promotional, sales, sponsorship, and networking opportunities for companies doing business in the telecommunications industry ("Services").

The access and benefits associated with each pass are located here. Please note that You may not have access to certain sessions or activities depending on the type of pass that You purchase.

### **Eligibility**

If You are registering on behalf of your employer or a third party, You represent and warrant that You are at least sixteen (16) years old and are authorized to accept these Terms on behalf of each person that You register, and that each person You register agrees individually to be bound by these Terms and agrees to indemnify TIP for violation of these Terms. You also represent and warrant that You have registered to attend the Event having only used a registration code that you are actually authorized to use.

TIP is a United States based organization that must comply with U.S. sanctions law. You represent and warrant that neither You, nor any person or entity for whom You are registering: (i) are currently on the U.S. Department of the Treasury's Office of Foreign Assets Control Specially Designated Nationals and Blocked

Persons List (the "OFAC List"); (ii) are affiliated with any entity or organization on the OFAC List; nor (iii) are on any similar restricted party listings, including those maintained by other governments pursuant to applicable United Nations, regional or national trade or financial sanctions. If You or any person, entity or organization with which you are affiliated are added to any such restricted party list prior to Your arrival date, then You must notify TIP immediately. The OFAC List is located here: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>. TIP may cancel and/or terminate these Terms and Your access to the Event and/or Services without penalty or liability if TIP reasonably believes it is necessary to do so in order to comply with our obligations under such applicable laws or regulations, including if You are added to any restricted party listings. Cancellation and/or termination under this provision will result in forfeiture of all fees paid by You, in conformance with U.S. sanctions law.

### **Minors**

TIP acknowledges that there may be circumstances in which a guardian has to bring an individual younger than 16 years of age (a "Minor") to the Event in the absence of adequate childcare. Please keep in mind that the Event includes the following before deciding to bring a Minor to the Event as the Event environment may not be suitable for all Minors.

- Large crowds
- Loud noises and music
- Significant visual stimulation (including bright lights, large screens and demonstrations)
- Platforms of 100mm
- Climbable objects

Should you decide to still bring a Minor to the Event we are committed to providing you and your Minor with a safe experience and as a part of our Committed Community initiative at this year's Event we have implemented the following procedures:

**Pre-Approval Process:** Any adult desiring to bring a Minor to the Event must request permission from TIP (approval is at TIP's sole discretion) prior to entering the Event. Please note the approval process can take up to 72 hours and any onsite requests may significantly delay your entry to the Event so we encourage you to make all requests in advance.

**General Event Requirements:** The adult must accompany the Minor at all times and is responsible for ensuring both the Minor's safety and the Minor's compliance with all rules and regulations, including all health and safety protocols. Adults are asked to help maintain a professional, disturbance-free environment. For safety reasons, Minors are not permitted entry to the Event venue during build-up and dismantling. No exceptions are provided.

### **Payment**

All payments must be made in US Dollars to TIP's appointed payment processor, Stripe or via bank transfer or as otherwise agreed with TIP. Admission to the Event will not be granted without payment being received in full by the applicable due date. TIP's receipt of an application for registration and/or Your making payment for registration does not constitute TIP's acceptance of Your offer to register for the Event. Whether or not TIP accepts your application is within TIP's sole discretion. TIP will return any applications and payments that are not accepted.

### **Cancellations**

ALL SALES ARE FINAL. You are liable for the full cost of Your admission to the Event (including any additional services) notwithstanding Your subsequent cancellation, failure to attend, or any government rules or regulations that prevent You from traveling to the Event. NO REFUNDS WILL BE GIVEN. You are also solely responsible for cancellation of travel and hotel reservations (including any associated cancellation charges)

TIP reserves the right to cancel Your registration without notice if payment as required by these Terms is not received by TIP by the due date, You fail to provide all information required in the relevant registration form, or You are in violation of these Terms or any other applicable terms and conditions. You agree that TIP will not provide a refund and is not responsible for any damages, direct or indirect, resulting from any such cancellations.

If TIP cancels the Event, and You are a registered attendee who has paid Your Event registration fees in full, Your sole and exclusive remedy (whether under tort, contract, or otherwise), will be a refund of Your registration fee to the original method of payment. You are liable for the cost of any foreign exchange, return or other bank fees arising out of the refund of Your registration fee.

If the Event is postponed, TIP will provide You with a substitute pass for the new event. No refunds will be provided if the Event is postponed.

For the avoidance of doubt, You agree in no event shall TIP be liable to You or any third party for any other costs, expenses, or damages, direct or indirect, consequential, punitive, incidental, special or general resulting from a postponement, cancellation, or termination, including but not limited to travel and accommodation.

### **Identification**

You agree to carry Your government issued photo identification in the form of a passport or EU national ID card with You at all times during the Event. You will be required to produce such identification upon request. You are solely responsible for the accuracy of all personal data provided while registering for the Event. Failure to enter accurate data may result in adverse consequences, including but not limited to, Your failure to receive critical information and the inability to reset account passwords. TIP is not liable for any damages that may result from the submission of incomplete or inaccurate information.

### **Substitutions**

Requests for substitution of a registered Event attendee (the "Original Registrant") with an alternative person (the "Substitute Registrant") must be made in writing to [fyuz@telecominfraproject.com](mailto:fyuz@telecominfraproject.com). Requests are approved or denied by TIP in its sole discretion. Requests must include (i) the Original Registrant's full name and registration number, (ii) documentation evidencing the Original Registrant's permission to substitute the Substitute Registrant, and (iii) the name of the Substitute Registrant. The cost of substituting the Original Registrant varies based on registration status of the Original Registrant. Any balance due will automatically be transferred to the Substitute Registrant. Once a badge (smartcard or digital) has been issued, no substitutions are permitted.

### **Pass Sales**

Your pass or pass code is personal to You. Sale of Event passes other than directly from TIP is strictly prohibited. If an invitation code was given to You by an exhibitor, sponsor, advertiser, or other party who properly acquired the pass from TIP (the "Pass Provider"), that code is personal to You, and cannot be sold, gifted, published, or otherwise transferred without express permission of TIP. You agree You will not sell your pass, purchase a pass from any person or entity other than TIP, publish/distribute any code such that others may use it without appropriate authorization, or in any way work to facilitate access (including Your own) to the Event by unauthorized means. By registering using a pass provided by the Pass Provider, You consent to the disclosure of Your personal data to such Pass Provider, including Your name, email address, company, and job title. If You wish to exercise any data protection rights with regard to how a Pass Provider processes or uses Your personal data, You must do so directly with such Pass Provider.

### **Visas & Travel Authorisation**

You are responsible for arranging, and paying all costs for obtaining, appropriate travel authorisations to travel to, and gain entry into, the country where the Event takes place. TIP will not provide a refund or other compensation if you are unable to attend the Event due to lack of necessary travel authorisations.

### **TIP Trademarks and Logos**

Registering for and attending the Event does not grant You any rights to use TIP's name, logos or trademarks. The Services and materials provided by registering and attending the Event, including all images, designs, photographs, writings, graphs, data, or otherwise are TIP's property and are protected by international copyright, trademark, trade secret, or other proprietary rights.

### **Suitcasing and Outboarding**

Suitcasing and Outboarding at the Event are strictly prohibited. Suitcasing occurs where companies or persons attend the Event as attendees but "work the aisles" soliciting business from other attendees, exhibitors or Event participants. Outboarding occurs where companies or persons set up events or activities

at a location other than the Event venue (or at the Event venue) without TIP's consent that encourage attendees to leave the Event or otherwise compete with the Event.

You will not (i) engage in or support Suitcasing or Outboarding in any way, or (ii) plan, attend or participate in an Outboarding event that takes place during the Event or three (3) days before or after the Event. You will not develop, facilitate, or host any program, free or paid, during the course of the Event which competes with fyuz without the prior written permission of TIP, which will be granted or denied in TIP's sole discretion.

### **Safety and Security**

For the safety and security of all attendees, TIP reserves the right to enable security personnel to perform security checks of any attendee at any time. TIP is not responsible for lost or stolen items. Please remain alert and keep personal possessions secure at all times. You agree to carry Your mobile telephone (matching the mobile phone number that You provided during registration) with You at all times at the Event so that You can receive important alerts regarding health and safety and other essential information. TIP reserves the right, in its sole discretion, to refuse admittance or remove any attendee from the Event venue, entry points, or offsite location controlled by TIP at any time, without liability, including, without limitation, where an attendee has violated these Terms.

### **Anti-Harassment Policy**

TIP is dedicated to providing a positive, harassment-free Event experience for all participants and staff, regardless of gender, gender identity and expression, sexual orientation, disability, physical appearance, race, age or religion. TIP does not tolerate harassment in any form. The use of harassing language and imagery (including that of a sexualised nature) is not appropriate at any TIP event or related social activity sponsored or organised by the TIP. Any Event participant found to be violating this policy may be sanctioned or expelled without a refund at TIP's sole discretion.

### **Smoking/E-Cigarettes**

You are strictly prohibited from smoking, including using smokeless tobacco products, e-cigarettes or unregulated nicotine products, except in designated areas where You maintain at least two meters of physical distance from other individuals at all times.

### **Term and Termination**

These Terms are effective from the moment You carry out any of the Registration Activities until terminated by TIP. You agree that TIP may terminate these Terms in TIP's sole discretion at any time without prior notice. In the event of termination, You are no longer authorized to attend the Event. You agree that TIP is not liable to You or any third party for any termination of Your access to the Services or the Event, unless otherwise stated herein.

The following Sections survive any termination of the Terms: TIP Trademarks and Logos, Privacy and Data Protection, Your Collection of Attendee and Exhibitor Data, Eligibility, No Warranty, General Assumption of Risk and Release of Claims, Limitation of Liability, Class Action Waiver, and Indemnification.

### **Third Party Services**

The Event website or app may contain or make available information on accommodations, transportation, and other services provided by third parties (each, a "Third Party Service"). TIP is not responsible for any issues or disputes between you and any provider of Third Party Services. You are responsible for complying with each Third Party Service Provider's terms and conditions and cancellation policy, including if the Event is cancelled or postponed for any reason.

### **Changes to the Event or Services and Restrictions on Access**

The Event and the Services are subject to change at any time. TIP does not guarantee the attendance of any third party (including any exhibitor or speaker), or that any scheduled session, breakout, keynote or other activity will take place.

TIP reserves the right, including without prior notice, to make any change to the Event or Services at any time for any reason (including modification of the schedule or content of, or cancellation of, any session, breakout, keynote or other activity). TIP is not responsible for, and will not issue any refunds, if there is change to an Event (including modification of the overall Event program, or the schedule or content of, or cancellation of any session, keynote or other activity).

TIP reserves the right, including without prior notice, to limit the number of Event attendees and participants, to cancel or terminate any Event registration, to bar any person from attending all or any part of any Event, and to refuse to provide any person with access to Event materials.

### **Privacy and Data Protection**

In general, TIP collects and uses information about You in connection with the provision of the Services and for account administration. If you complete any Registration Activities for the Event, TIP will collect certain information about You and use it to provide You with information and services associated with the Event. We process this information to fulfill the offer You have made to receive Services. Further details about TIP's policies and practices around the processing of personal data is available in our Privacy Policy located here, and at and in the Cookie Policy located here. You should periodically review our policies to learn how TIP is protecting Your information.

You may contact us at any time with Your views about our privacy practices, or with any enquiry relating to Your personal information, or to exercise Your data subject rights by writing to [privacy@telecominfraproject.com](mailto:privacy@telecominfraproject.com).

In addition to the above, You consent to TIP providing Your first name, surname, country of origin, and email address to Fáilte Ireland, pursuant to agreement between TIP and Fáilte Ireland. Fáilte Ireland is a Statutory Authority under the National Tourism Development Authority Act, 2003 and Failte Ireland's statutory purpose is to promote and publicise Ireland for marketing purposes.

### **Lead Management**

An exhibitor, partner, sponsor or other third party (collectively "Event Partners") at the Event may wish to scan Your badge so they can contact You with more information. Third party lead management service providers provide badge scanning services to Event Partners who purchase this service. By allowing an Event Partner to scan Your badge (physical or digital) You are consenting to provide them with Your contact information. The moment You allow Your badge to be scanned You engage in a direct relationship with the Event Partners and thereafter the Event Partner may contact you, subject to their respective data collection policies and practices. If You do not wish an Event Partner to contact You in the future, or wish to exercise Your rights of access, deletion, rectification or portability, please communicate this directly with the Event Partner at the Event or thereafter. You are fully in control of Your data and only Event Partners that You expressly authorize to scan Your badge will receive Your contact information. If You visit a stand or speak with an Event Partners but do not allow Your badge to be scanned, Your contact information will not be disclosed.

The contact information contained in Your printed or digital encoded badge is limited to the following information You provide at registration: First Name, Last Name, Company, Job title, Address, City, State/Province, Country, Postcode, Email, Mobile Phone Number, Company Industry Type, Your Area of Responsibility, Job Function and Your Areas of Interest.

### **Your Collection of Attendee and Exhibitor Data**

You may receive personal and contact information from attendees and exhibitors that is voluntarily provided to You or otherwise obtained in accordance with applicable law. You cannot sell any of this information and must comply with any restrictions placed on the use of such information.

### **Recordings by You**

By attending this Event, You agree that, without the prior written consent of TIP: (i) You will not bring into the Event venue any equipment for the purpose of recording or broadcasting sounds or images for any purpose other than a private non-commercial purpose (and any such equipment may be confiscated by TIP and any recordings made destroyed); (ii) You will not make any recording or take any photographs for any purpose; and (iii) You will not publish, license or in any way disseminate recordings or photographs taken within the Event venue of any persons or material.

### **Recordings by TIP and Authorized Third Parties**

You consent to TIP and its authorized third parties making and storing recordings of You, Your image, Your voice and likeness by any means (the "Recordings") without compensation of any kind to You. You release TIP, its affiliates, and its authorized third parties from any and all claims and causes of action You may have now or in the future including but not limited to defamation, invasion of the right of privacy, publicity or personality, copyright or trademark infringement and unfair competition, and agree not to institute any

legal action based on any grounds whether or not specified in this section. You agree that TIP, or the applicable third party, is the copyright owner of the Recordings, and is not obligated to use the Recordings. All the rights granted to TIP by You hereunder are irrevocable and perpetual, and You waive all rights to any equitable relief in connection with the Terms set forth herein. To exercise Your data subject rights with respect to third parties' recordings, You must contact that third party directly.

To the best of Your knowledge, Your acts and statements contained in the Recordings will not violate any right of any third party.

### **Terms and Conditions for Speakers and Presenters**

If You agree to be a speaker, either individually or as part of a panel discussion, to provide and present any materials, or otherwise act in a similar capacity, you hereby represent and warrant that you have been provided, either directly or indirectly, the Fyuz Marketing Release available here, and by participating as a speaker, presenter, or similar capacity You are deemed to have accepted, without limitation or restriction, the terms and conditions set forth therein.

### **Accuracy of Content**

TIP has taken every care in the preparation of content of this website, in particular to ensure that prices quoted are correct at time of publishing and all the Services have been fairly described. However, orders/registrations will only be accepted if there are no material errors in the description of the goods and/or services or their prices as advertised on <https://www.fyuz.events/EN/pages> . All prices are displayed exclusive of any applicable taxes.

TIP expressly disclaims any liability or responsibility for usage of, implementation of, impact from, or communications of the ideas or discussions presented by any attendee, speaker or other participant at the Event.

### **No Warranty**

THE GOODS AND SERVICES ORDERED THROUGH TIP WEBSITES ARE PROVIDED TO YOU "AS IS". TIP GIVES NO EXPRESS WARRANTIES, GUARANTEES, OR CONDITIONS. TO THE EXTENT PERMITTED BY LAW, TIP EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

### **General Assumption of Risk and Release of Claims**

You acknowledge and agree that Your attendance or participation in the Event or any related activities (including, but not limited to Your participation in demonstrations or hospitality offerings) is completely voluntary and You understand the nature of the Event.

To the maximum extent permitted under applicable law, You accept and assume all risks of any and all personal injury or damage to your personal property that you may face while attending the Event. You hereby release TIP and its affiliates, and their respective officers, directors, employees, contractors, representatives, agents, licensors, successors and assigns from, AND WAIVE, any and all claims, demands, causes of action, suits, damages, losses, liabilities, costs and expenses (including without limitation reasonable attorneys' fees and costs) that You may have now or in the future, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, associated in any way with the Event.

### **Limitation of Liability**

TIP, its affiliates, and their respective officers, directors, employees, contractors, representatives, agents, licensors, successors and assigns WILL NOT BE LIABLE TO YOU UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR (I) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, OR (II) LOST PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, OR GOODWILL. SUBJECT TO THE ABOVE AND THE WAIVERS OF LIABILITY SET FORTH IN THESE TERMS, THE AGGREGATE LIABILITY OF TIP ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, AGENTS, LICENSORS, SUCCESSORS AND ASSIGNS TO YOU UNDER THESE TERMS OR IN RELATION TO THE EVENT WILL NOT EXCEED THE REGISTRATION FEE PAID BY YOU, AND RECEIVED BY TIP, TO ATTEND THE EVENT. THE LIMITATIONS IN THIS SECTION APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. YOU AGREE THAT ANY ACTION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CLAIM OR CAUSE OF ACTION

ARISES.

### **Class Action Waiver**

YOU HEREBY AGREE THAT ANY AND ALL DISPUTES MUST BE BROUGHT ON AN INDIVIDUAL BASIS ONLY. BY AGREEING TO THESE TERMS, YOU HEREBY WAIVE ANY RIGHT TO LITIGATE ANY CLAIM AS A CLASS ACTION OR REPRESENTATIVE ACTION AGAINST TIP OR ITS AFFILIATES.

### **Indemnification**

You agree to indemnify, defend, and hold harmless TIP, its affiliates, and their respective officers, directors, employees, contractors, representatives, agents, licensors, successors and assigns from and against any and all claims, demands, losses, damages, judgements, settlements, costs and expenses, including reasonable attorney fees, arising out of or related in any way to any breach of these terms by You, any breach of an applicable law by You, or any other liabilities incurred by TIP relating to or arising out of Your attendance, participation or access to, the Event.

### **Force Majeure**

Where the Event or services are unavailable for any reason beyond the reasonable control of TIP, we shall have no liability (whether direct or indirect) to You. We are not liable if the Event is, in whole or in part, cancelled, rescheduled or postponed, or for any failure or delay to perform our obligations under these Terms, if such event results from anything beyond our reasonable control, including but not limited to: (a) power or server outages or electronic or communications failure; (b) update or maintenance periods; (c) acts of God, flood, drought, earthquake or other natural disaster; (d) disease, epidemic or pandemic; (e) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (f) nuclear, chemical or biological contamination or sonic boom; (g) any law or any action taken by a government or public authority; (h) collapse of buildings, fire, explosion or accident; (i) any labour or trade dispute, strikes, industrial action or lockouts; (j) non-performance by suppliers or subcontractors; (k) interruption or failure of utility service, (l) or anything else that renders performance of the Event, in whole or in part, impracticable, illegal or impossible.

### **Modifications to the Terms**

TIP may modify these Terms, including any policies hyperlinked to in these Terms, at any time by posting a revised version on the Event website. The modified terms will become effective upon posting. TIP has no obligation to directly notify You of changes to these Terms. By attending the Event or accessing the Services after TIP has posted modifications to these Terms, You expressly agree to be bound by the modified terms. It is Your responsibility to check the Event website regularly for modifications to these Terms.

### **Entire Terms**

These Terms constitute the entire agreement between TIP and You with respect to the Event, and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between You and TIP with respect to the Event. However, there may be legal notices on other areas of this website that relate to the ordering of goods and services, all of which will, together with these Terms, govern Your ordering of Services. A printed version of the Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. If for any reason a court of competent jurisdiction finds any provision of the Terms or portion thereof to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Terms, and the remainder of the Terms shall continue in full force and effect. No waiver by either party of any clause, breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

### **Electronic Communications and Electronic Signatures**

You agree to be bound by any affirmation, assent, or agreement You transmit through this Website or an App associated with the Event, including but not limited to any consent You give to receive communications from TIP solely through electronic transmission. You agree that when in the future You click on "I agree," "I consent," "I have read and accept" or other similarly worded "button", entry field or

check box with Your mouse, keystroke, or other computer device, Your agreement or consent is legally binding and enforceable and the legal equivalent of Your handwritten signature.

### **General**

The section titles in these Terms are solely used for the convenience of the parties and have no legal or contractual significance. Notices to You may be made via either e-mail or regular mail. All listed policies hyperlinked to in these Terms, including but not limited to, Anti-Harassment Policy, Privacy Policy and Cookie Policy are expressly incorporated into these Terms by reference.

### **Governing Law**

These Terms and all matters arising out of or relating to these Terms, whether in contract, tort, by statute or otherwise, are governed by, and construed in accordance with, the laws of the State of Delaware, United States without giving effect to the conflict of law provisions. The parties agree to submit to the exclusive jurisdiction of the state and/or federal courts in Delaware, United States.