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DigiCert Sales Kick Off Attendee Terms and Conditions

Please read these terms. If you are purchasing passes to, or otherwise planning to attend, (herein referred to as, the “**Event**”), the following terms and conditions shall apply (these “**Terms**”). These Terms constitute an agreement between you and DigiCert, Inc.. (“**DigiCert**”). “you” or “your” means you, the individual accepting these Terms, and/or if applicable, the company or other legal entity for which you are accepting these Terms. Notwithstanding anything to the contrary set forth herein, DigiCert reserves the right to cancel any Event registrations in its sole discretion and will promptly refund any fees paid in case of any such cancellation.

Registration and Participation: All “Attendees” must register for the Event. “Attendee” means an individual registered for or attending the Event. Any information you provide, including as part of the registration process, will be used to prepare an event badge and administer the Event. Without limiting the foregoing, your contact and other information, including information collected during your attendance at the Event (e.g., exhibits or booths you visited), may be used by DigiCert and its event sponsors and partners for the purpose of providing you with product and service information related to the Event and to improve future events. DigiCert, Event sponsors and partners may also contact you for the purpose of promoting the Event on social media, providing you with product and service information, marketing future events to you, and assessing the effectiveness and impact of the Event. By registering for the Event, you consent to DigiCert’s use and sharing of any registration or other information you provide for its and its sponsors’ and partners’ business purposes, including contacting you for the business purposes set forth above and that any such information may be used and/or stored in the United States or other countries; provided, however, that to the extent required by law, DigiCert will obtain your consent in connection with specific uses or transfers of personal information about you through the Event’s registration page. You further agree to the DigiCert Privacy Policy found at <https://www.digicert.com/digicert-privacy-policy/>, which is incorporated herein by reference. You must be at least twenty-one (21) years of age to attend the Event.

Cancellation Policy: Registration fees are non-transferable. If circumstances change and you can no longer attend the Event, you can cancel your registration by emailing amanda.whitlock@digicert.com.

Event Changes: DigiCert reserves the right to reschedule, alter, or cancel, with or without prior notice, any of the arrangements relating directly or indirectly to the Event at any time and for any reason, including for any circumstances beyond our reasonable control. Upon cancellation, alteration, or rescheduling by DigiCert, DigiCert’s sole liability to you, and your exclusive remedy, shall be to refund any relevant Event fees paid to DigiCert for attendance at the Event.

Confidentiality: By attending the Event you may receive oral, visual, written, or electronic, or other tangible or intangible form of information or documents pertaining to DigiCert (“**Confidential Information**”) which you will keep confidential. You will protect Confidential Information from unauthorized disclosure and use and you may not disclose any Confidential Information to a third party without the prior written consent of DigiCert. You acknowledge that a breach of this section may result in irreparable harm and significant injury to DigiCert, the extent of which will be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, you agree that DigiCert, in addition to any other available remedies, will have the right to an immediate injunction and other equitable relief enjoining any breach or threatened breach of this section, without the necessity of posting any bond or other security. You will notify DigiCert in writing immediately upon your becoming aware of any such breach.

Personal Release: DigiCert (and/or others on behalf of DigiCert) may be photographing, recording (both audio and video), webcasting and podcasting (“**Recordings**”) at Event venues, sessions and activities. This includes

but is not limited to keynotes, breakout sessions, technical sessions, hosted events, concerts, dinner and/or cocktail receptions and other activities. By agreeing to these Terms and attending the Event:

- You agree that your image, likeness, voice, statements and other identifying characteristics (your **"Image"**) may be Recorded, and you consent to the use of your Image in connection with the use of the Recordings.
- You irrevocably grant DigiCert and its agents, Event sponsors, contractors, licensees and designees and their respective successors and assigns (the **"DigiCert Parties"**) a non-exclusive, worldwide, royalty-free and fully paid-up, perpetual license to use, reproduce, distribute, prepare derivative works of, translate, display, perform and otherwise exploit the Recordings and your Image therein, in whole or in part, in any and all media formats and through any and all media channels, in any manner and for any purpose in connection with DigiCert, its business and/or the Event (including any future reoccurrence of the Event or a similar event), and for any other lawful purpose.
- You waive any right you may have to inspect and/or approve the use of the Recordings or any reproductions thereof, and you agree that DigiCert is not obligated to make any use of your Image or exercise any of the rights granted to it.
- You understand that your Image may appear in Recordings made available to you, other Attendees, or the public, and that third-parties may retain and distribute those Recordings.
- You agree that DigiCert exclusively owns all rights (including without limitation, intellectual property rights) in the Recordings and all results and proceeds derived from the use of the Recordings and your Image therein, and that no portion of such proceeds will be shared with you.
- You waive and release any and all rights of privacy and publicity, and any and all claims to compensation or damages or of violation of intellectual property rights, in connection with the use of the Recordings and your Image therein and/or any advertising or publicity relating thereto.
- You represent that you are at least 18 years of age and have read this release and fully understand its contents.

Conduct: By attending the Event, you agree to abide by the rules, regulations, and policies of the host venues. In the event of inappropriate behavior by any Attendee in the view of DigiCert or the host venue you may be refused entry to or be required to leave the Event, without refund or compensation.

Intellectual Property Rights: All intellectual property rights in and related to the Event, the content delivered therein, and all materials distributed at or in connection with the Event are owned by DigiCert and its third party speakers and Event sponsors, and each of its and their respective affiliates. You may not use or reproduce or allow anyone to use or reproduce any trademarks (or other trade names appearing at the event) for any reason without the prior written permission of DigiCert.

Affiliated Services: If DigiCert provides third party affiliated services information, including but not limited to, accommodation information, transportation information or discounts, such information is provided solely as a convenience to you. Inclusion on the Event website or at the Event venue does not indicate approval or endorsement of such affiliated services by DigiCert. Under no circumstances will DigiCert be liable in any way for any third party services, including, but not limited to, quality, availability, errors or omissions, or damages of any kind. You must evaluate and bear all risks associated with the use of any third party services, including any reliance on the availability, quality or usefulness of such services. You may be subject to additional terms and conditions that may apply when you use affiliate services.

Warranties: DIGICERT MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO THE EVENTS OR EVENT REGISTRATION, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND DIGICERT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED

TO ENTER INTO THESE TERMS AND THAT YOU CAN AND WILL COMPLY WITH ALL TERMS AND CONDITIONS OUTLINED HEREIN.

Changes to These Terms: DigiCert may make changes to these Terms from time to time. You understand and agree that if you participate in the Event after the date on which the Terms have changed, your participation will signify acceptance of the updated Terms.

Force Majeure: Except with respect to failure to pay any amount due hereunder, nonperformance of either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, natural disaster, infectious disease, pandemic, terrorism, governmental acts, orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing parties.

Limitation of Liability: Neither DigiCert nor any of the DigiCert Parties, nor any of its or their affiliates, employees, agents or representatives shall have any liability whatsoever to you for any loss, injury (including death), expense, or damage, except to the extent any such claims may be directly and solely attributable to the gross negligence or willful misconduct of DigiCert or a DigiCert Party as applicable. Neither DigiCert nor any of the DigiCert Parties, nor any of its or their affiliates, shall be liable for any direct, indirect, special, incidental, or consequential costs, damages or losses arising directly or indirectly from registering for or attending the Event, alteration of the Event schedule, or any error or omission. The maximum aggregate liability of DigiCert and the DigiCert Parties and its and their affiliates for any claim in any way connected with, or arising from the Event, whether in contract, tort, or otherwise (including any negligent act or omission), shall be limited to the Event fees paid by you to DigiCert.

Relationship of the Parties: These Terms and the activities governed hereby; do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to these Terms.

Choice of Law and Exclusive Forum: These Terms, and any and all disputes directly or indirectly arising out of or relating to these Terms or the Event, will be governed by and construed in accordance with the laws of the State of Utah, U.S.A., without reference to the choice of law rules thereof. Each of the parties hereby irrevocably consents and submits to the exclusive jurisdiction of the state and federal courts located in Salt Lake County, Utah, U.S.A., for any such disputes, and hereby irrevocably waives any objection to the laying of venue in such courts. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to these Terms or the Event.

Assumption of Risk: Your participation in and attendance of the Event is completely voluntary. DigiCert does not guarantee admittance to any specific session or keynote and reserves the right to DigiCert admittance to any session or keynote to any Attendee, at its sole discretion. Unless specified otherwise all events, keynotes, and sessions are seated on a first-come first-served basis. 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 and waive any claims against DigiCert relating to such risks.

Severability: If any provision of these Terms is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of these Terms will remain in full force and effect, and, if legally permitted, such offending provision will be replaced with an enforceable provision that as nearly as possible effects the parties' intent.

No Waiver: No waiver of any rights is to be charged against any party unless such waiver is in writing signed by an authorized representative of the party so charged.

Assignment: You may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of DigiCert. DigiCert sole remedy for any purported assignment in breach of this paragraph shall be termination of these Terms as it relates to you and your non-participation in the Event. DigiCert may assign these Terms, in whole or in part, as necessary for the execution of the Event without your consent and at its sole discretion. Subject to the foregoing, these Terms shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

Entire Agreement: These Terms constitute the entire agreement between the parties in relations to the Event and supersede all prior and contemporaneous terms, agreements, proposals or representations, written or oral, concerning its subject matter.