

Hyland Virtual Event Terms

THE FOLLOWING ATTENDEE TERMS AND CONDITIONS ("**TERMS**") GOVERN YOUR REGISTRATION AND PARTICIPATION IN THE HYLAND EVENT FOR WHICH YOU ARE REGISTERING (THE "**EVENT**"). BY CLICKING THE "I ACCEPT" OR "SUBMIT" BUTTON DURING THE REGISTRATION PROCESS, OR BY ATTENDING OR PARTICIPATING IN THE EVENT IN ANY CAPACITY, YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS AND REPRESENT THAT YOU HAVE READ AND UNDERSTAND ALL THE PROVISIONS HEREIN. YOU MUST NOT SELECT THE "I ACCEPT" OR "SUBMIT" BUTTON, OR ATTEND OR PARTICIPATE IN THE EVENT IN ANY CAPACITY IF YOU DO NOT AGREE TO THESE TERMS. AS USED HEREIN, "YOU" AND "YOUR" MEANS THE INDIVIDUAL REGISTERING FOR OR PARTICIPATING IN THE EVENT, AND THE COMPANY OR OTHER LEGAL ENTITY BY WHICH YOU ARE EMPLOYED OR FOR WHICH YOU ARE ACCEPTING THESE TERMS. THE "**EFFECTIVE DATE**" OF THESE TERMS SHALL BE THE DATE THAT YOU CLICK "I ACCEPT" OR "SUBMIT." THESE TERMS ARE BETWEEN YOU AND HYLAND SOFTWARE, INC. AND ITS AFFILIATES, SUBSIDIARIES, AGENTS AND SERVICE PROVIDERS ("**HYLAND**").

For further details regarding dates, scheduling, payment options and contacts for assistance, please see the registration and information webpages ("Event Information") particular to the Event, which are hereby incorporated into these Terms. You may be required to accept additional terms if participating in special activities, such as fitness activities, during the Event. You agree to be bound by such terms. Such terms shall be in addition to, and shall not supersede, these Terms.

1. Registration and Use of Account. In order to attend the Event, or access certain features of the Event, you may be asked to create a registration account. When creating your account, you agree to provide accurate and complete information. You may never use another user's account without permission. You are solely responsible for the activity that occurs on your account. You agree to keep your account password secure and to notify Hyland immediately of any breach of security or unauthorized use of your account. Hyland has no liability for any unauthorized or prohibited use of your account.
2. Registration Codes. Your company may have purchased registration codes for distribution to you. Registration codes may not be shared or provided to anyone outside your company. Only one individual per code is entitled to attend the Event.
3. Payment, Cancellation and Substitutions. Payment must be provided in the manner and at the times noted in the Event Information for the Event. Hyland reserves the right to cancel your registration without notice for failure to pay as required. Cancellations and substitutions are subject to the dates and fees specified in the Event Information. There are no refunds for no-shows. Event registration is subject to availability.
4. Prohibited Conduct. You agree not to collect or harvest any personally identifiable information, including but not limited to account names or e-mail addresses, from the Event. You agree not to use the communication systems available at the Event (e.g., audio, video comments or chat) for any commercial solicitation purpose (unless such use is expressly authorized by Hyland), or to make any sexually explicit, racially, culturally or ethnically offensive, harmful, harassing, intimidating, disruptive, disparaging, threatening, hateful, discriminatory or abusive statements, or to impersonate any other person or entity in connection with your participation at the Event. If using video features at the Event, you agree to wear attire similar as would be expected at an in-person Event.

5. Changes to the Event. The Event schedule is subject to change without notice. Hyland does not guarantee the attendance of any exhibitor or speaker, or that any Event will take place, particularly in the event of any natural or public disaster, insufficient participation or sponsorship, government regulation or shutdown, necessary venue construction, labor controversy, civil disturbance, acts or threats of terrorism, armed conflict or similar reasons beyond its reasonable control. Hyland will not be liable and no reimbursement will be made in the event of a cancellation or modification of times, dates, sessions or events.

6. Connectivity Requirements. Hyland does not accept responsibility for technical or connectivity issues preventing you from attending the Event. You agree that your home or work equipment meets the standard requirements described in the Event Information.

7. Minimum Age. You must be at least twenty-one (21) years old to attend an Event, except with the written consent from Hyland.

8. Personal Information and Recordings.

- *Registration Information*. Hyland will handle your personal information collected during registration in accordance with its [Privacy Policy](#). You agree that Hyland may use your registration information to send you updates and surveys regarding the Event. You also agree that Hyland may share your personal information with its third-party service providers to process your registration. Such third parties may have their own privacy policies that apply to their processing of your personal information.
- *Other Attendees*. You acknowledge and agree that other attendees at the Event will be able to view your name, profile photo, and other information you choose to share in your profile. Further, if you use your camera and/or audio device during the Event, you acknowledge and agree that other attendees will be able to view your image and hear your voice, as applicable.
- *Sponsors*. If you permitted Hyland to do so when registering, Hyland is authorized to share your registration information with sponsors. If you interact directly with the sponsor, such as by visiting a sponsor booth, attending a sponsor session, or interacting with sponsor content, you may provide consent through that interaction to receive communications from such sponsor. In either case, interactions and communications with that sponsor are subject to that sponsor's privacy practices, including such entity's privacy statement or policy.
- *Recordings*. By attending the Event, you give your express consent to Hyland and its agents to photograph and record the Event in visual and audio media. You hereby irrevocably agree and consent that Hyland has the right to record, transcribe, modify, perform, reproduce, display, distribute and transmit in any form and for any purpose your name, company name, voice, picture, photograph, portrait and other reproductions of your likeness (collectively, your "Image") at the Event in connection with any advertising or promotional content and materials, and for any other lawful purpose including by posting on public websites without any compensation to you. However, Hyland is not obligated to make any use of your Image, or exercise any of the rights granted to it. You also agree that your Image

may appear in photos of the Event that are made available to you, other attendees of the Event, and the public, and Hyland may retain and distribute those photos.

9. Content: Content includes, but is not limited to, the text, audio, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like made available within the Event (“Content”). In addition to the general permissions and restrictions above, the following restrictions and conditions apply specifically with respect to Content.

- *Ownership*. Content and the trademarks, service marks and logos (“Marks”) are the property of Hyland or its sponsors or vendors and are protected by domestic and international copyright, trademark laws or other intellectual property laws. No right title or interest in and to the Content or the Marks is transferred to you.
- *Prohibited Use of Content & Marks*. Content, other user Submissions (defined below), and/or Marks may not be downloaded, copied, performed, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, made available, or otherwise exploited for any other purposes whatsoever (including, but not limited to, commercial use), in any other form, without the prior written consent of the respective owner.
- *Content Provided “As Is.”* Content is provided to you “AS IS”. Hyland makes no warranties or representations to the truth, accuracy, quality, suitability or reliability of the Content. You understand that you may be exposed to submissions, video, graphics (such as virtual backgrounds), documents, audio, textual content, chat and/or comments (“Submissions”) from third parties, such as other attendees or sponsors. Hyland is not responsible for the accuracy, quality, usefulness, safety, or intellectual property rights of or relating to third party Submissions. Such Submissions may be inaccurate, offensive, indecent, or objectionable. Hyland does not endorse, sanction or approve of any Submissions. You hereby waive, any legal or equitable rights or remedies you have or may have against Hyland with respect to third party Submissions.
- *Forward Looking Statements*. All Content relating to Hyland’s plans, directions, and intent are subject to change or withdrawal without notice at Hyland’s sole discretion. Information regarding potential future products is intended to outline Hyland’s general product direction and should not be relied on in making a purchasing decision. This information is not a commitment, promise, or legal obligation to deliver any material, code or functionality and may not be incorporated into any contract. The development, release, and timing of any future features or functionality described for our products remains at Hyland’s sole discretion. All such information is confidential information of Hyland, and subject to the confidentiality obligations between you or your company and Hyland.

10. Submissions

- *Ownership*. You retain all of your ownership rights in your Submissions. However, by submitting a Submission in connection with the Event, you grant Hyland a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, transferable and sub-licensable right to use, reproduce, distribute, prepare derivative works of, display, and perform your Submission in connection with the Event, and including

for promotion and redistributing all or part of the Event in any format and through any channel.

- *Confidentiality.* You acknowledge that Hyland does not guarantee any confidentiality with respect to your Submissions.
- *Prohibited Submissions.* You agree not to post Submissions which are sexually explicit or sexually, racially, culturally, ethnically offensive, harmful, disruptive, disparaging, harassing, intimidating, threatening, hateful, discriminatory or abusive.
- *Liability for Submissions.* You are solely responsible and liable for Submissions made by you or under your account. You represent and warrant that you will not submit material which is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Hyland all of the license rights granted herein. You agree to defend, indemnify and hold Hyland and its owners, officers, affiliates and/or licensors harmless from any liability, loss, damage or the like arising out of your Submissions.
- *Digital Millennium Copyright Act.* If you are a copyright owner, or an agent thereof, and believe that a Submission or Content infringes upon your copyright, you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing our Copyright Agent written notice at safeharbor@hyland.com.

11. Third Party Websites. The Event may contain links to third party websites that are not owned or controlled by Hyland. Hyland has control over, and neither assumes any responsibility for, the content, privacy policies, security or practices of any third party websites. In addition, Hyland will not and cannot censor or edit the content of any third party website. Accordingly, we encourage you to be aware when you leave the Event and to read the terms and conditions and privacy policy of any other website you visit. By accessing the Event, you expressly waive any claims against Hyland for any liability arising from your use of any third party website.

12. Interference With Security Features Prohibited. You agree not to circumvent, modify, decompile, reverse engineer, disable, override or otherwise interfere with the security-related features of the Event or features that prevent or restrict use or copying of any Content or enforce limitations on participation at the Event or Content.

13. Notice to Government/Public Sector Employees, Officials & Representatives: There may be giveaways and other items available at no additional charge during the Event. It is the responsibility of all government or public sector employees, officials or their representatives to confirm that their attendance at the Event is in compliance with all applicable statute, laws, regulations, and your employer’s policies related to gifts, meals, entertainment and ethics. By attending the Event, you certify that your employer has approved your attendance at the Event – whether paid or complimentary – and that you will abide by all such laws and policies in connection with your participation.

14. Compliance. Hyland has the right to remove any Submission, or refuse admission to, or eject, any person whose conduct or participation in the Event violates these Terms, in Hyland's sole discretion.

15. Assumption of Risk and Indemnity. You understand that participation in the Event, including acceptance of gifts, meals or other items provided as part of the Event, is voluntary and carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. You hereby agree to indemnify, release and hold harmless Hyland, its officers, directors, employees, vendors, partners, agents and contractors from any and all alleged and/or actual liability, claims, actions, lawsuits, damages and losses of any kind, including attorneys' fees, which arise out of or result from your attendance at and participation in the Event and ancillary activities, including any violation of these Terms by you, whether or not foreseeable.

16. Limitation of Liability. IN NO EVENT SHALL HYLAND OR ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM YOUR PARTICIPATION IN THE EVENT. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

17. Agreement. These Terms, including Attachment A, and all claims arising hereunder will be governed by and construed in accordance with the laws of the State of Ohio, excluding the conflict of laws principles. Any judicial action with respect to the Event or these Terms shall be filed exclusively in the federal or state courts located in the County of Cuyahoga, Ohio. You hereby irrevocably waive any and all claims and defenses you might otherwise have in any action or proceeding in any of such courts based upon any alleged lack of personal jurisdiction, improper venue, forum non convenient or any similar claim or defense. If any provision of these Terms is for any reason found to be unenforceable, the remainder of these Terms will continue in full force and effect to the fullest extent permitted by law. These Terms and their incorporated documents constitute the complete and exclusive understanding and agreement of the parties and supersede all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof.

Attachment A – Supplemental Fitness Terms

You may have the opportunity to participate in fitness or sports activities or programs during an Event (a “Fitness Event”). You agree that, in consideration of being allowed to participate, you waive, release and forever discharge Hyland from any and all claims or causes of action (known or unknown) for any and all injury, illness, damage or loss that may occur to you or your property as a result of your participation in any aspect of a Fitness Event.

You understand that each person has a different capacity for participating in the activities or programs offered at a Fitness Event. You are aware that all activities or programs are educational, recreational or self-directed in nature. You agree that your participation in any and all of the activities or programs offered at a Fitness Event is strictly voluntary and has not been requested or required by Hyland or anyone else. You further agree that your participation in any and all activities or programs offered at a Fitness Event is at your own risk and that you assume any and all risk of injury, illness, damage or loss that might result. You also agree to assume all risk of damage, loss or theft to or of any of your property.

Should you choose to participate in a Fitness Event, you declare that you are physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent your participation in any of the activities or programs offered at the Fitness Event. You acknowledge that you have either had a physical examination and have been given a physician’s permission to participate in the activities or programs, or that you have decided to participate in these activities or programs without the approval of your physician.

You understand that the activities and programs offered at a Fitness Event may be conducted by persons who may not be knowledgeable, licensed, certified or registered instructors or professionals. You accept the fact that the skills and competencies of some employees, agents, representatives, contractors or volunteers working at a Fitness Event will vary according to their training and experience and that no claim is made to offer assessment or treatment of any mental or physical disease or condition by those who are not duly licensed, certified or registered and employed to provide such professional services.