

Hyland In-Person 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. 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.
 2. 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.
 3. Minimum Age. You must be at least twenty-one (21) years old to attend an Event, except with the written consent from Hyland.
 4. 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.
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- *Sponsors.* During the Event, you may choose to provide your contact information to Sponsors/Exhibitors (for example, by giving them your business card or allowing them to scan your attendee badge). If you provide a Sponsor/Exhibitor with your information, you are consenting to allow that Sponsor/Exhibitor to use your contact information to communicate with you about their services and special offers post-event, in accordance with that company's privacy policies.
- *Recordings.* Photographs and videos will be taken during the conference for use in future promotional materials, and your image and/or voice may appear in Hyland marketing materials. By attending the Event, you consent to Hyland's use of photographs, videos and other images of you for any Hyland-related business, including use in promotional materials, marketing efforts and productions, and training or educational materials or courses, without limitation.

5. **Content:** Content includes, but is not limited to, text, audio, videos, presentations, documentation, and the like made available to you at the Event ("Content"). 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 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 and/or Marks may not be 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.
- *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.

6. Notice to Government/Public Sector Employees, Officials & Representatives: Depending on the registration package you selected, your registration package may include conference giveaways and/or food/refreshments, as well as entertainment and other social activities. 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 – whether paid or complimentary – at the Event and that you will abide by all such laws and policies in connection with your participation.

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

8. Assumption of Risk and Indemnity. You understand that participation in 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.

9. 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.

10. Agreement. These Terms 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 conveniens 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.
