



UNIFY by Singular / June 04, 2019 • 6481 Washington Street  
Yountville, CA 94599

**Conference Participation Agreement**  
**Terms and Conditions**

**USE OF PARTICIPANT INFORMATION:** In connection with your participation in the Conference, you hereby authorize Singular, Inc. ("Singular") to make use of your logo, name, title and company information publicly on the Singular event website and in related digital and printed marketing and promotional materials.

**REFUND AND CANCELLATION POLICY :** Any cancellation request must be made in writing at least 35 days prior to the Conference. Following such cancellation notice, Singular will refund your participation fee minus a 6% transaction fee. Registration may be transferred to another individual within the original registrant's organization up until May 10, 2019. After May 10, 2019 no transfers are allowed.

**EVENT CANCELLATION:** In the event that Singular changes the Conference date or site, or cancels the Conference, Singular's sole liability to Participant shall be to notify Participant as far in advance as possible of such changes or cancellation. In the event that the Conference is cancelled, or the Participant cannot attend the event during the rescheduled time period, Singular's only liability will be to refund all funds previously paid by the Participant for the Conference.

**PARTICIPANT EVENTS:** Participant shall not schedule or sponsor any event in connection with the Conference, including without limitation evening events, during a time that overlaps or conflicts with any Conference event without Singular's prior written consent.

**INDEMNITY AND LIMITATION OF LIABILITY:** Singular and its officers, directors, agents, employees, contractors, representatives or assigns shall not be liable for, and Participant hereby releases them from, any claims for damage, loss, expense, harm, or injury or death to the person, property or business of the Participant and/or any of its visitors, officers, agents, employees, contractors, or other representatives, resulting from theft, fire, earthquake, water, unavailability of the facility, uncontrollable events, act or omissions of third parties, accident or any other reason in connection with the Conference. The Participant hereby agrees to indemnify, defend, and hold harmless, Singular, and its officers, directors, agents, employees, contractors, representatives or assigns from any and all claims, demands, suits, liability, damages, losses, costs, attorney's fees, and expenses which might result or arise from Participant's participation in the Conference or any actions of Participant's officers, agents, employees, contractors, or other representatives. Under no circumstance will Singular be liable for lost profits or other incidental or consequential damages for any of their acts or omissions

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whatsoever whether or not appraised of the possibility or likelihood of such damages or lost profits. In no event shall Singular's liability, under any circumstance, exceed the amount actually received from the Participant for its attendance in the Conference. Singular makes no representations or warranties regarding the Conference or the number or identity of Conference attendees.

**OBSERVANCE OF LAWS:** Participant shall abide by and observe all applicable laws, rules and regulations, and ordinances in connection with Participant's attendance and participation in the Conference. To the extent that Singular provides Participant with any Conference-related materials, Participant hereby acknowledges such materials are provided: (a) without any warranties, express or implied and (b) use of any such materials for any purpose(s) other than those expressly specified by Singular is strictly prohibited.

**CODE OF CONDUCT:** All conference attendees are expected to conduct themselves in a professional manner and treat all other participants respectfully. Singular reserves the right to remove from the Conference any Participant or individual attendee who fails to behave in a professional and respectful manner towards other attendees and staff members.

**GUEST POLICY:** Participants are not permitted to bring unregistered guests to the Conference or to any after-hours Conference events.

**VIDEO, AUDIO AND PHOTOGRAPHY:** Photographs, video and audio recordings taken at the Conference by Singular, or others on behalf of Singular, may include your image. You agree that Singular may publicly display such photographs, video and audio recordings without compensation to you.

**CONTACT PARTICIPANTS:** All Participants agree to allow Singular to contact them regarding their registration and attendance at the Conference.

**NO SOLICITATION:** Participants may not solicit or sell items or services at the Conference without the prior written consent of Singular. Singular reserves the right to remove any registrant conducting such activities in Singular's sole discretion.

**DISPUTES:** This Agreement shall be governed by and construed in accordance with the laws of the State of California (without reference to the conflicts of law provisions thereof that would require the application of the law of any other jurisdiction). Any dispute, controversy or claim arising under, out of or relating to this Agreement and Participant's participation in the Conference shall be referred to and finally determined only in a court of competent jurisdiction located in San Francisco, California ("Court") and both parties agree that neither of them shall object to the jurisdiction of any such Court based upon an argument of lack of jurisdiction, improper venue, forum non conveniens or any other grounds, and hereby submit themselves to the jurisdiction of any Court.

**AGREEMENT TO TERMS, CONDITIONS AND RULES:** Participant agrees to observe and abide by the foregoing terms and conditions. This Agreement represents the final, complete and exclusive agreement between the Participant and

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Singular concerning the subject matter of this Agreement. Singular does not make any warranties or other agreements except as set forth above. Any amendment to this Agreement must be in writing signed by both Singular and Participant. If any term of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect. This Agreement shall be binding upon the heirs, successors, and assigns of the Participant subject to the terms of this Agreement regarding consent to assignment.