

## **Terms and Conditions of Attendance and Participation**

These are the terms (the "Agreement") governing your attendance at and participation in any ConnectWise, LLC event (the "Event" or the "ConnectWise Events").

By registering for the Event you agree to this Agreement, which form a binding legal contract between ConnectWise, LLC ("ConnectWise") and the registered attendee or participant ("you"). If you are registering on behalf of another individual, it is your responsibility to ensure the person attending is aware of these terms and accepts them. By completing the registration on behalf of another individual you are warranting that you have made the attendee or participant aware of these terms and that they have accepted these terms.

#### 1. Attendee Requirements

- 1.1 Admittance. Your registration entitles you to admittance to the Event for which you have registered. Any and all other costs associated with your attendance (including without limitation travel and accommodation expenses) shall be borne solely by you, and ConnectWise shall have no liability for such costs.
- 1.2 Use of Likeness. By attending the Event you acknowledge and agree to grant ConnectWise the right at the Event to record, film, photograph, or capture your likeness in any media now available or hereafter developed and to distribute, broadcast, use, or otherwise globally to disseminate, in perpetuity, such media without any further approval from you or any payment to you. This grant to ConnectWise includes, but is not limited to, the right to edit such media, the right to use the media alone or together with other information, and the right to allow others to use or disseminate the media.
- 1.3 Event Content. You acknowledge and agree that ConnectWise, in its sole discretion, reserves the right to change any and all aspects of the Event, including but not limited to, the Event name, themes, content, program, speakers, performers, hosts, moderators, venue, and time.
- 1.4 Age Requirements. No one under the age of 21, including children in strollers accompanying their parents, will be admitted.
- 1.5 Identification. All attendees must provide two forms of identification: one government-issued photo ID and one document proving their affiliation with the company name appearing on their registration (pay stub, business card, etc.).
- 1.6 Visa Requirements. It is the sole responsibility of the attendee to take care of any government visa requirements. Attendees who require an entry visa should allow sufficient time for the application procedure. Attendees should contact the nearest embassy or consulate to determine the appropriate timing of their visa applications. ConnectWise will not contact embassies and consulates on behalf of visa applicants or provide any other assistance relating to visa issues. Failure to obtain a visa in advance of an Event does not constitute a valid basis for obtaining a refund.

### 2. Prohibited Conduct

- 2.1 Limitations on Use. By registering for a complimentary ConnectWise Events pass you agree not to sell, trade, transfer, or share your complimentary code or badge. By registering for a paid ConnectWise Event Pass, you agree not to share, sell or trade your badge. In the event that ConnectWise determines that you have violated this policy, ConnectWise may cancel your badge(s), retain any payments made by you, report you to law enforcement authorities, and ban you from future ConnectWise Events.
- 2.2 Disruptive Conduct. You acknowledge and agree that ConnectWise reserves the right to remove you from the Event if ConnectWise, in its sole discretion, determines that your presence or behavior create a disruption or hinder the Event or the enjoyment of the Event by other attendees. All ConnectWise badges are the property of ConnectWise and must be returned to ConnectWise upon request.
- 2.3 Badge Misuse. Attendees wearing badges from previous ConnectWise Events or falsified badges and/or sharing or swapping badges will be immediately ejected from the Event and banned from future Events. ConnectWise considers such conduct theft of service, trespassing, and fraud and will report violators to law enforcement authorities. If such conduct is discovered after an Event, violators will be invoiced according to onsite registration pricing and will be required to pay their invoice in full.



- 2.4 Suitcasing. "Suitcasing" refers to the practice of attending a trade show but "working the aisles" from a suitcase or briefcase, soliciting business from other attendees and exhibitors. For the good of the show and the exhibitors supporting the show, the only legitimate place to conduct business during show hours is within a contracted exhibit space on the show floor. Exhibiting companies are encouraged to protect their investment and report any violations to ConnectWise management. Attendees observed soliciting business in the aisles or other public spaces, or in another company's booth, will be ejected from the Event and may be banned from future events in ConnectWise's sole discretion.
- 2.5 Photography, Recording, Live Streaming, and Videotaping. Attendees may not record or broadcast audio or video of sessions at ConnectWise Events. ConnectWise allows cameras on the show floor. Attendees may take pictures within the show for purposes of company or annual reports, company media pieces, marketing materials, etc.
- 2.6 Unethical/Non-Compliant Marketing. ConnectWise reserves the right to deny admission to anyone who engages in or is reputed to engage in unethical or non-compliant marketing practices.
- 2.7 Without limiting the terms of this Agreement, in connection with each Event you must comply with the ConnectWise Events Code of Conduct, as updated by ConnectWise from time to time, attached hereto as Exhibit A (the "Events Code of Conduct").
- 2.8 Without limiting any other remedy under the Agreement or applicable law, if you fail to comply with this Agreement or any other agreement between you and ConnectWise or any ConnectWise affiliate, ConnectWise may take any action it deems appropriate in response, including cancelling your Event registration without any refund or banning you from the applicable Event or any or all other Events.
- 2.9 In addition to the requirements and prohibitions set forth in this Section 2, ConnectWise may also exclude any prospective attendee from registering for or attending any Event, in ConnectWise's sole discretion. Furthermore, ConnectWise reserves the right to cancel, in its sole discretion, any attendee's registration upon refund of the admission fees paid to ConnectWise; provided, however, that if an attendee is cancelled for violating any prohibition or requirement set forth in this Section 2, ConnectWise may retain all fees paid.

#### 3. Fee

- 3.1 Payment. The payment of the applicable fees for the Event is due upon registration. If such payment is insufficient or declined for any reason ConnectWise may refuse to admit you to the Event and shall have no liability in that regard.
- 3.2 Taxes. The fees may be subject sales tax, value added tax, or other taxes and duties which, if applicable, will be charged to you in addition to the fees.

## 4. Badges

- 4.1 Attendee badges must be worn at all times in Event areas.
- 4.2 Once you have received your badge on site, it cannot be changed, substituted, or reissued to a different person.
- 4.3 If your badge is lost, a replacement will only be issued at the current onsite rate.
- 4.4 ConnectWise will use the personal data you provide to ConnectWise in accordance with our privacy policy which can be found at: https://www.connectwise.com/privacy-policy
- 4.5 For an in-person Event, an Event badge may be available for you to pick up at the designated check-in area of the Event venue during the scheduled Event dates. You will not be admitted into the Event venue without an Event badge. Badges may contain RFID or NFC tags or other technology that may be used to record your attendance and participation in the Event (including visiting booths and attending sessions). By allowing your badge to be scanned at an Event, you hereby authorize the operator of the badge scanner to collect and process such information. You acknowledge that if your badge is scanned by or for any sponsor or other third party with a badge scanner (each, an "Event Sponsor"), then that Event Sponsor may have access to a third-party report that includes such attendance and participation information, and also certain of your Registration Information.
- 4.6 ConnectWise is not responsible for the privacy practices of any Event Sponsor or other third party. Please contact the Event Sponsor or third party to learn more about its practices with respect to any information that it collects. For clarity, to the extent that ConnectWise collects any Personal Data regarding your attendance or participation in the Event for ConnectWise's use, it will be subject to ConnectWise's Privacy Statement. If you do not wish to permit the uses and disclosures of information described in this Section, for an in-person Event do not allow any Event Sponsor or third party to scan your badge at any Event and for a virtual Event, do not attend the Event.
- 5. Registration Confirmation



ConnectWise, LLC 4110 George Rd Suite 200 Tampa, FL 33634

- 5.1 Once you have completed your registration, you will receive your registration confirmation by email. Please ensure that your valid email is entered correctly on the registration form. Be sure to check your junk email box to in case any of your ConnectWise email(s) are caught by spam filters.
- 5.2 You will receive essential information for registered attendees electronically at the email address and mailing address that provided on your registration form.

## 6. Government Employees and Officials

If you are a government employee or official, you must identify yourself as such during the registration process for an Event, and, for an in-person Event, you may be asked to present your government-issued employee badge during the check-in process. If you are a government employee or official and you are offered free or discounted attendance or participation at an Event, you must disclose your attendance at the Event to your employing government agency in advance, and obtain such agency's permission for you to accept free or discounted attendance at such Event. You must also confirm your compliance with the foregoing upon request by ConnectWise. If you are a government employee or official, you must also comply, for the entire duration of the Event, with all applicable rules and regulations imposed by your employing agency, including those rules and regulations relating to the acceptance and disclosure of gifts and gratuities.

### 7. Changes to Events

Events are subject to change at any time. ConnectWise 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.

ConnectWise reserves the right, including without prior notice, to make any change to an Event program or format at any time for any reason (including modification of the schedule or content of, or cancellation of, any session, breakout, keynote or other activity). ConnectWise is not responsible for, and no reimbursement will be issued in the event of, any 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).

#### 8. Security

ConnectWise reserves the right, including without prior notice, to take any security measures it deems appropriate for the safety of attendees and participants of in-person Events. You will comply with all such security measures, including the following:

- At all times during an in-person Event (including at any Event venue or during any Event session, keynote
  or other activity), you will wear your Event badge such that it is visible to other Event attendees and
  participants. You will not share or exchange your Event badge with any other person. Failure to comply
  with this requirement may result in confiscation of your Event badge and termination of your attendance
  or participation in the Event.
- Bags may be checked randomly during certain hours of an in-person Event.
- You will not leave any bags or other property unattended at any time. Unattended property may be removed.
- Items prohibited at in-person Events include: firearms and other weapons, explosives, and other hazardous materials or articles. You will not bring with you or have in your possession any such items at any time during your attendance at an in-person Event.

#### 9. Affiliated Services

The ConnectWise Events mobile application (or any other application or website through which you may register for an Event or access Event information or materials) may contain or make available information on accommodation, transportation, and other services provided by third parties (each, an "Affiliated Service"). For clarity, Affiliated Services are Third Party Materials. For further clarity, hotel reservations are provided as an Affiliated Service, and ConnectWise is not responsible for any issues or disputes between you and any hotel. You will be responsible for complying with the hotel's cancellation policy, including if an Event is cancelled for any reason.

## 10. Intellectual Property

10.1 All intellectual property rights in and to the Event, the Event content, and all materials distributed at or in connection with the Event are owned by ConnectWise or the Event sponsors or speakers presenting at the Event. You may not use or reproduce or allow anyone to use or reproduce any trademarks (including without limitation "ConnectWise", "IT Nation", "ConnectWise Sell", "ConnectWise Manage", "ConnectWise Control" and



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"ConnectWise Manage") or other trade names appearing at the Event, in any Event content or in any materials distributed at or in connection with the Event for any reason without the prior written permission of ConnectWise.

10.2 For the avoidance of doubt, nothing in this Agreement shall be deemed to vest in you any legal or beneficial right in or to any trademarks or other intellectual property rights owned or used under license by ConnectWise, LLC or any of its affiliates; nor does this Agreement grant to you any right or license to any other intellectual property rights of ConnectWise, LLC or its affiliates, all of which shall at all times remain the exclusive property of ConnectWise, LLC and its affiliates.

### 11. Disclaimer of Warranties, Limitation of Liability

- 11.1 ConnectWise gives no warranties in respect of any aspect of the Event or any materials related thereto or offered at the Event and, to the fullest extent possible under the laws governing this Agreement, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness, and merchantability. The Event is provided on an "as-is" basis. Neither ConnectWise nor its affiliates accept any responsibility or liability for reliance by you or any person on any aspect of the Event or any information provided at the Event.
- 11.2 Except as required by law, neither ConnectWise nor its affiliates shall be liable for any direct, indirect, special, incidental, or consequential costs, damages or losses arising directly or indirectly from the Event or other aspect related thereto or in connection with this Agreement.
- 11.3 The maximum aggregate liability of ConnectWise for any claim in any way connected with, or arising from, the Event or this Agreement, whether in contract, tort, or otherwise (including any negligent act or omission), shall be limited to the amount paid by you to ConnectWise under this Agreement.
- 11.4 You agree that any and all disputes, claims and causes of action arising out of or connected with this program, shall be resolved individually, without resort to any form of class action.

#### 12. Assumption of Risk

Your attendance of or participation in an Event or any related activities is completely voluntary. ConnectWise does not guarantee admittance to all or any part of any Event (including any session, breakout, keynote or other activity). Unless specified otherwise by ConnectWise, all event sessions, breakouts, keynotes or other activities, if applicable, are seated on a first-come, first-served basis. 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 an Event, and hereby waive any claims you may have against ConnectWise, its affiliates, Event Sponsor or event vendors relating to such risks.

ConnectWise 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.

## 13. Miscellaneous

ConnectWise's failure to exercise any right provided for herein shall not be deemed a waiver of any further rights hereunder. ConnectWise shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond ConnectWise's reasonable control. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by you except with ConnectWise's prior written consent. This Agreement shall be governed by the laws of the State of Florida and the parties shall submit to the exclusive jurisdiction of the Hillsborough County courts in the State of Florida. A party that substantially prevails in an action brought under this Agreement is entitled to recover from the other party its reasonable attorneys' fees and costs. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you acknowledge that you do not have any authority of any kind to bind ConnectWise in any respect whatsoever.



Tampa, FL 33634

Exhibit A

#### **ConnectWise Events Code of Conduct**

At ConnectWise, we believe in equality for all. As such, we are committed to creating event environments that are diverse, inclusive, safe, and free from discrimination, regardless of race, religion, color, national origin, sexual orientation, gender expression or identity, transgender status, age, disability, veteran or marital status, or any other classification protected by law.

All participants of ConnectWise events must abide by the following policy:

# **Expected Behavior**

- 1. Be considerate, respectful, and collaborative.
- 2. Refrain from demeaning, discriminatory or harassing behavior and speech.
- 3. Be mindful of your surroundings and of your fellow participants. Alert event staff if you notice a dangerous situation or someone in distress.
- 4. Wear your badge at all times while at the event or event venues.

#### **Unacceptable Behavior**

Unacceptable behaviors may include but are not limited to:

- 1. Harassment and discrimination includes any verbal, physical, or visual conduct based on sex, sexual orientation, gender expression or identity, transgender status, race, age, national origin, disability. Inappropriate use of nudity and/or sexual images in public spaces (including presentation slides); deliberate intimidation, stalking or following; harassing, photography or recording; sustained disruption of sessions, talks or other events; inappropriate physical contact, and any unwelcome sexual attention.
- 2. Any boisterous, lewd or offensive behavior or language, using sexually explicit or offensive language or conduct, profanity, obscene gestures, or racial, religious or ethnic slurs.
- 3. Wearing clothing that is not suitable for a professional work environment, that is provocative, inappropriate or otherwise potentially offensive.
- 4. Possession of a weapon or any item that can be used as a weapon, which may be used to threaten or cause injury to others if used in a certain manner.
- 5. Any destruction or vandalizing of personal property or event site or materials.
- 6. Possessing any open can, bottle or other receptacle containing any alcoholic beverages, except in areas specifically designated for the consumption of alcohol or being intoxicated, as determined by ConnectWise, in any event venue or function. Please drink responsibly.
- 7. Possessing any illegal substance. ConnectWise does not tolerate the use or abuse of illegal substances anywhere in the event venues.
- 8. Smoking is not permitted, other than in designated areas.
- 9. Assembling for the purpose of, or resulting in, disturbing the peace, or committing any unlawful act or engaging in any offensive behavior.
- 10. Any other illegal activity not already covered above.
- 11. Many event venues are shared with members of the public; please be respectful to all patrons of these locations.
- 12. Failure to obey any of the rules or regulations of the event venues or instructions of the event staff.
- 13. Sharing your event badge with other individuals.

# **Consequences of Unacceptable Behavior**

Unacceptable behavior will not be tolerated. Anyone asked to stop unacceptable behavior is expected to comply immediately. If a participant engages in unacceptable behavior, the event organizers may take any action they deem appropriate, up to and including expulsion from the event without warning or refund and if appropriate involvement of local law enforcement.

How to report Unacceptable Behavior or Suspicious Person/Behavior/Package. Remember to See Something, Say Something



If you experience or witness a life safety emergency, please contact your local authorities, in North America dial 911, immediately.

If you have a complaint or concern about harassment, discrimination, bullying or any other conduct that violates the ConnectWise Events Code of Conduct, we encourage you to tell an event staff member or security personnel immediately. If you witness this happening to someone else, please report that, too. You may request that your report remain completely confidential.

After event hours, if you see something suspicious or would like to report a security issue, remember to See Something, Say Something by calling local authorities.

### **Updates**

The Code of Conduct may be revised at any time by ConnectWise and the terms are non-negotiable. This Code of Conduct is without prejudice to ConnectWise's rights, all of which it expressly reserves.

Together, we can ensure ConnectWise Events are safe and welcoming experiences.