

# Everlaw Event Terms and Conditions

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These Terms and Conditions (“Terms”) apply to your registration for and participation at any Everlaw event (the “Event”) and are a legally binding agreement between you and the applicable Everlaw entity hosting the Event (“Everlaw”). Please refer to the section below titled “Definitions” for definitions of certain capitalized terms used in these Terms.

## The Event

Registration. You may only register for and attend the Event in accordance with these Terms. To register for the Event, you must complete the applicable Event registration process and pay any registration fee. Event registration is subject to availability and may close earlier than the posted deadline, as determined solely by Everlaw. Everlaw may change the Event program at any time. You must be at least 21 years of age on the first day of the Event.

Code of Conduct. During your attendance at the Event, you must comply with the Everlaw Code of Conduct at all times.

## Safety and Security

Entry to Event. You understand that you and your property may be subject to a reasonable search upon entry to the Event. If you refuse to participate in these security measures, you may be denied entry to the Event.

Departure From Event. Event representatives reserve the right to ask you to leave the Event if your behavior causes concern for the safety or security of Event attendees.

Refunds. If Everlaw or Event Representatives deny you entry or require you to leave the Event, you will not receive a refund.

## Your Information

Everlaw will handle your information in accordance with its [Privacy Notice](#). Everlaw may provide your contact information to Event Sponsors if: you elect to attend any sessions or other activities at the Event involving Event Sponsors (in which case Everlaw would provide your contact information only to the Event Sponsor associated with each session or other activity); or you opt in during registration or otherwise to receive communications from Everlaw's Event Sponsors. By participating in the Event, you agree that Everlaw may derive information from recordings of your voice and images of your face, and Everlaw may retain and use all of the resulting information in accordance with the [Privacy Notice](#).

## Recordings and Your Materials

You grant to Everlaw and its affiliates, agents, employees, and assigns an irrevocable, nonexclusive, perpetual, worldwide, royalty-free right and license to use, reproduce, modify, distribute, and translate, for any purpose relating to Everlaw's business, all or any part of the Recordings and Your Materials. Everlaw may edit the Recordings and Your Materials, use them alone, or together with other information, and allow others to use and circulate them. To the maximum extent permitted by law, you waive any moral rights you have in the Recordings and Your Materials. Additionally, you represent and warrant that: Your Materials are true and accurate to the best of your knowledge; you have the necessary rights and permissions to grant the license in the above paragraph; and Your Materials do not violate any copyright, trademark, or other intellectual property rights of any person or entity.

## Taxes

Each party will be responsible for paying all applicable taxes and other governmental fees that are imposed on that party upon or with respect to the transactions under these Terms.

## Cancellation

By You. If registration fees or other fees are required for the Event, cancellation instructions and the Event's refund policy will be listed on the Event's registration website.

By Everlaw. Everlaw may cancel the Event at any time for reasons including, for example, availability or suitability of venue or speakers or on security, health, or safety grounds. Everlaw may deny, limit, or cancel your Event registration at any time. Everlaw is not responsible for any damages, direct or indirect, resulting from such cancellation. If Everlaw cancels the Event or your registration and you are in compliance with these Terms, Everlaw will issue you a refund of your Event registration fee in accordance with the refund policy on the Event's registration website.

Effect of Cancellation. If you or Everlaw cancel your registration for the Event or Everlaw cancels the Event, this section and the sections entitled "Your Information," "Recordings and Your Materials," "Taxes," "Government Employees and Officials," "Feedback," "Assumption of Risk," "Release of Claims," "Limitation of Liability," "Governing Law and Dispute Resolution," "Miscellaneous," and "Definitions," will remain in full force and effect.

## Trade Compliance

You represent and warrant that you and the financial institution(s) you used to pay any fees required for the Event are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, or owned by such a party by an applicable government authority.

## Government Employees and Officials

If you are a government employee or official and you are offered free or discounted attendance or participation in the Event, you must disclose your attendance to your employing government agency in advance, and obtain the agency's permission for you to accept free or discounted attendance at the Event. By registering for the Event, you are confirming that you have permission to accept free or discounted attendance. Additionally, you must comply, for the entire time 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. You also certify that you have confirmed with an appropriate ethics official that there are no other institutional ethics or procurement laws, regulations, or rules that restrict or prohibit your attendance at the Event or would otherwise create a conflict of interest for Everlaw.

## Feedback

You acknowledge that you may provide Feedback to Everlaw before, during, or after your participation at the Event. You agree that Everlaw and its Affiliates may use any Feedback that you provide without restriction and without obligation to you.

## Assumption of Risk

You acknowledge that attending and participating in the Event is completely voluntary, and you understand the nature of the Event. To the maximum extent permitted by law, you agree that you solely assume the risks associated with attending and participating in the Event.

## Release of Claims

To the maximum extent permitted by law, you (for yourself, your heirs, dependents, personal representatives, assigns, and anyone else who might make a claim on your behalf or as a result of your death or injury) hereby release Everlaw and its affiliates, and their respective directors, officers, employees, contractors, representatives, agents, successors, and assigns, from any and all Claims that you may have now or in the future associated in any way with the Event, the Recordings, or Your Materials.

## Limitation of Liability

IN NO EVENT WILL EVERLAW BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, LOST PROFITS, LOST REVENUE, LOSS OF USE, LOSS OF DATA, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY. EVERLAW'S MAXIMUM AGGREGATE LIABILITY IN CONNECTION WITH THESE TERMS AND THE EVENT, WILL NOT EXCEED THE EVENT REGISTRATION FEES, IF ANY, PAID BY YOU TO AND RECEIVED BY EVERLAW FOR THE EVENT GIVING RISE TO THE LIABILITY. THE LIMITATIONS IN THIS SECTION APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## Governing Law and Dispute Resolution

These Terms are governed by the laws of the State of California, without regard to its conflict of laws principles. Any Dispute will be resolved by binding arbitration, rather than in court, except that you may, to the maximum extent permitted by law, assert claims in small claims court. To initiate an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to [legal@everlaw.com](mailto:legal@everlaw.com). The parties agree that the dispute will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and that judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration will be held in Oakland, California, or any other location both parties agree to in writing. The prevailing party will be entitled to costs and attorneys' fees. Except as may be required by law or as necessary to enforce the respective award in a court of law, neither party, nor the mediator or arbitrator, may disclose the existence, content, or results of any mediation or arbitration without the prior written consent of both parties.

## Miscellaneous

**Modifications.** Everlaw may update these Terms at any time by posting a revised version on its website. The modified terms will become effective upon posting and Everlaw will update the "Last Updated Date" accordingly. By attending the Event after the Last Updated Date, you agree to be bound by the modified terms. It is your responsibility to check the Everlaw website regularly for modifications to these Terms.

**Assignment.** Neither party may assign these Terms without the written approval of the other, except that Everlaw may assign this Agreement in connection with a merger, sale of substantially all of its stock or assets, or other change in Control. Any other attempt to assign is invalid.

**No Agency.** The Terms do not create any agency, partnership, or joint venture between the parties.

**Severability.** If any provision in these Terms is invalid, illegal, or unenforceable, the rest of the Terms will remain in effect.

**Force Majeure.** Everlaw will not be liable for failure or delay in performance of its obligations under these Terms to the extent caused by circumstances beyond Everlaw's reasonable control, including acts of God, natural disasters, terrorism, riots, or war.

**Entire Agreement.** These Terms state the entire agreement between the parties, and supersede any prior or contemporaneous agreements between the parties relating to the subject matter of the Terms. These Terms include URL links to other terms, which are incorporated by reference into the Terms.

## Definitions

**"Affiliate"** means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.

**"Claims"** means, collectively, any third-party claims, demands, and actions.

**"Control"** means control of greater than 50% of the voting rights or equity interests of a party.

**"Dispute"** means any controversy, claim, or dispute arising out of or relating to these Terms, or the alleged breach of the Terms.

**"Event Sponsor"** means a third-party sponsor of the Event.

**"Everlaw Community Code of Conduct"** means the Everlaw Community Code of Conduct, available at <https://everlaw.com/everlaw-community-code-of-conduct>.

**"Feedback"** means ideas, suggestions, feedback, recommendations, or improvements you provide pertaining to the Event.

**"Privacy Notice"** means Everlaw's Privacy Notice, available at [www.everlaw.com/privacy](http://www.everlaw.com/privacy).

**"Recordings"** means documenting, filming, photographing, and capturing of your voice and image by Everlaw, its affiliates, and/or independent contractors, in any media at the Event.

**"Your Materials"** means all materials submitted (including, for example, your name and biographical information) or presented by you (in electronic copy or hard copy, verbally, or otherwise).

