



## ONETRUST EVENT REGISTRATION TERMS

By registering or applying for any OneTrust event, webinar, training, certification or program, including but not limited to In Person Learning, Virtual In Person Learning, and Self-Led Learning (On Demand) (the “**Event**”), you confirm that you have read, understood and agreed to these OneTrust Event Registration Terms (“**Terms**”). By registering and/or applying, you and the entity you represent (“**you**”) are entering into an agreement with OneTrust LLC (“**OneTrust**”).

- 1. Registration.** To register for the Event, you must complete the applicable registration process given to you by OneTrust and (where applicable) pay all registration fees prior to any deadline given for the Event. Events and registrations are subject to availability. By completing the registration, you confirm that you are over 18 years of age. You represent and warrant to OneTrust that: (i) the information you provide when registering is truthful, accurate, complete and not misleading; (ii) you have the authority to bind the entity you are representing, if any; and (iii) you are not representing, employed by, affiliated with, or engaged by (or otherwise acting as an agent, directly or indirectly) of any entity that licenses or provides any software, products, or services that are competitive with any OneTrust software, products, or services (“**Competitor**”). Competitors are prohibited from registering for and/or attending any Event, and OneTrust reserves the right to remove you from an Event if it is discovered you representing, employed by, affiliated with, or engaged by a Competitor as described in the preceding sentence. Your registration is an offer to OneTrust to attend an Event which is subject to OneTrust’s acceptance, which OneTrust may withhold in its sole discretion. A binding contract between OneTrust and you will be formed when written confirmation of acceptance is sent by OneTrust to you using the contact details that you provided at the time of registration.
- 2. Payment.** Payment may be made by credit card when you register or you may elect to receive an invoice for which payment is due upon receipt. Payment must be made at least 7 days prior to the Event. OneTrust reserves the right to cancel your registration without notice for failure to timely pay, and OneTrust is not responsible for any damages or any losses, direct or indirect, resulting from cancellation or non-registration. Only one discount can be applied per registration. Receipts are generated after registration is completed and paid in full. Receipts are sent by email, where applicable. For additional confirmation of payment or proof of attendance, please contact OneTrust.
- 3. Cancellation by You.** Cancellation instructions and the refund policy are located on the registration page. After the cancellation cutoff date for the applicable Event, payments are non-refundable, and you shall have no right to seek recovery of such payment for any reason.
- 4. Change or Cancellation by OneTrust.** At any time, OneTrust, in its sole discretion, may change or cancel the Event, or limit or cancel a registration. OneTrust is not responsible for any damages or losses, direct or indirect, resulting from a cancellation. If OneTrust cancels the Event or your registration, so long as you are in compliance with the Terms and any applicable refund policy, OneTrust will issue you a refund of any registration fees paid by you. In the event of any cancellation, Sections 2–4, 6, 8-12 and 15 of the Terms will continue in full force and effect.
- 5. Expected Standards of Behavior at Events.** Our code of Trust (available at <https://ethics.onetrust.com/>) sets out the standard of behavior we expect in all parts of our business, including our Events. By attending the Event, you agree to comply with all applicable laws and adhere to our Code of Trust. Specifically, you agree not to engage in any form of disruptive, harassing, offensive, discriminatory or threatening speech or behavior during and in relation to the Event. Additionally, you agree that you will not record, transcribe, or store (whether electronically or otherwise) any of the materials, information or content provided to you during the Event. In OneTrust’s sole discretion, OneTrust may require any participant engaging in or threatening such behavior to leave the Event and such participant(s) will be ineligible to receive a refund. If you witness such behavior, please contact an Event staff member or provide notice of such conduct to OneTrust.
- 6. Privacy Notice.** If you register for an Event, we may collect your personal information such as, name, employer’s name, record of participation, contact information, and other personal information applicable to the event which we may store in our databases and use to provide you or your employer with information and services associated with the Event. It may also be used for our legitimate business interests in tailoring products and services to your interests. We may also share your name and contact information with our event sponsors where you have opted-in. You may choose not to opt-in at the time of



registration for the Event or if you have initially opted-in, you may opt-out at any time thereafter by filling out this [Web Form](#). We use Cvent to assist with Event registration. Your information will be transferred from Cvent to OneTrust (in the US and/or United Kingdom).

If you are attending an Event as an employee of a registered partner of OneTrust ("Partner"), by virtue of the relationship between OneTrust and Partner, OneTrust will be sharing your certification details, including but not limited to, name, certification status, and date of certification, with your employer for purposes of Partner's certification requirements under the OneTrust partner program. If you object to having such personal data shared with the Partner, you may do so [HERE](#). If you are no longer employed by a particular Partner, please update on your certification profile accordingly so OneTrust can cease sharing such personal data with the Partner.

Please visit our website to view our Privacy Notice for all other privacy related matters, which is incorporated herein by reference, and currently found at <https://www.onetrust.com/privacy/> OneTrust reserves the right to modify its Privacy Notice at any time, provided OneTrust shall comply with all applicable laws and data privacy transfer restrictions at all times. Any such modification shall be incorporated into these Terms.

**7. Attendee Badges.** Any badge or other access (whether virtual or in-person) issued to you by OneTrust for an Event ("Badge") shall not be shared with any third party, and transferring, sharing, or assigning a Badge is prohibited. Badges are issued to and only to be used by the attendee named in the Event registration. Photo ID may be required to obtain a Badge.

**8. License to Use Items.** OneTrust may record, photograph, transcribe, film, or conduct similar activities during an Event. In consideration of the opportunity to participate in the Event, you grant to OneTrust and its affiliates, agents, employees and assigns an irrevocable, nonexclusive, royalty-free right and worldwide license, in perpetuity, to reproduce, edit, publish, distribute or translate, for any purpose relating to their business, all or any part of the following items ("Items") related to the Event: (a) all still photographs, and/or any audio or video recordings that OneTrust or its contractors make and/or take of you, your voice, or likeness, including the right to use your name, likeness, and biographical information, and (b) all materials (electronic or hard copy) submitted or presented by you, including any materials submitted via social media handles. You consent to the use of the Items pursuant to the foregoing in perpetuity without compensation (unless prohibited by law) or additional consents from you and waive any moral rights you may have in the Items. OneTrust disclaims all liability for the capture of you or any Event attendees in any Item (in any format).

**9. Health & Safety Policy.** By registering for an in-person Event, you agree to OneTrust's Health and Safety Policy, which is currently located at <https://trustweek.onetrust.com/health-safety>, and is incorporated in these Terms by reference. OneTrust reserves the right to modify its Health and Safety Policy at any time.

**10. Assumption of Risk.** Your attendance and participation in the Event are voluntary. For in-person events, you agree to assume the risks associated with attending and participating in the Event (including but not limited to any risks associated with COVID-19) to the fullest extent permitted under applicable law. You acknowledge that you shall at all times remain responsible for your compliance with any and all applicable laws and regulations. The Events are not intended to provide, and should not be taken, as legal advice.

**11. Release of Claims.** TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW, YOU (FOR YOURSELF, YOUR HEIRS, PERSONAL REPRESENTATIVES, THE ENTITY YOU REPRESENT, ASSIGNS, AND ANYONE ELSE WHO MAY MAKE A CLAIM ON YOUR BEHALF) HEREBY RELEASE ONETRUST AND ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS, DAMAGES, LOSSES, DEBTS, LIABILITIES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COSTS) ("CLAIMS") THAT YOU MAY HAVE NOW OR IN THE FUTURE ASSOCIATED IN ANY WAY WITH THE TERMS, THE EVENT (INCLUDING BUT NOT LIMITED TO ANY CLAIMS RELATING TO COVID-19) OR THE ITEMS. EVENTS AND ANYTHING PROVIDED AS PART OF EVENTS (OR OTHERWISE ACCESSIBLE THROUGH EVENTS OR ARISING OUT OF EVENTS) ARE/IS NOT INTENDED TO BE, AND SHOULD NOT BE TAKEN, AS LEGAL ADVICE AND ARE GIVEN ON AN AS-IS BASIS. NOTHING IN THE TERMS SHALL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY LAW.



**12. Limitation of Liability.** IN NO EVENT WILL (A) ONETRUST BE LIABLE FOR ANY LOSS OF DATA, LOSS OF PROFITS, LOSS OF OPPORTUNITY, COST OF COVER (IN EACH CASE WHETHER DIRECT OR INDIRECT) OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, OR RELIANCE DAMAGES; AND (B) THE TOTAL AGGREGATE LIABILITY OF ONETRUST FOR ALL DAMAGES AND LOSSES IN CONNECTION WITH THE EVENT AND/OR THE TERMS EXCEED THE EVENT REGISTRATION FEE PAID BY YOU AND RECEIVED BY ONETRUST (OR ONE HUNDRED US DOLLARS (\$100) IF NO FEES HAVE BEEN PAID). THE LIMITATIONS SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), BREACH OF STATUTORY DUTY, STRICT LIABILITY OR OTHER THEORY.

**13. Assignment.** You may not assign or otherwise transfer the Terms or its rights and obligations under these Terms without OneTrust's prior written approval. Subject to the foregoing, the Terms will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

**14. Confidential Information and Intellectual Property.** You will be exposed to Confidential Information of OneTrust that may or may not be marked "confidential." "Confidential Information" means business information of a confidential or proprietary nature, or information that a reasonable person should know is confidential in nature (including trade secrets and information of commercial value), including without limitation, pricing, software, source code, and underlying technical or business information, which relates to OneTrust that is disclosed or provided to you by or on behalf of OneTrust. You agree to keep this information confidential and use it solely for internal business purposes (and shall ensure that it is not used to develop any software, product, or service that is competitive with any OneTrust software, products or services). OneTrust owns all intellectual property rights (including all derivatives thereof) embodied in anything provided at an Event (or otherwise accessible through an Event or arising out of an Event) including but not limited to products, software, services, training materials, certification materials, and any other documentation, items, materials or information whatsoever.

**15. Access to OneTrust Software.** Your access to and use of any OneTrust Software (as defined in the T&Cs, which are defined herein) in connection with the Event is subject to and expressly conditioned upon the existing agreement between you and OneTrust or OneTrust's applicable affiliate forming the basis of a commercial transaction for the use of OneTrust products or Software, or, if no such agreement exists, your acceptance of the OneTrust Terms and Conditions ("T&Cs") available at <https://www.onetrust.com/legal/OneTrustTermsv20210929.pdf> and which are incorporated by reference. For purposes of the Terms, the Order Form referenced in the T&Cs shall be your Event registration form, and access to the Software shall be limited to the duration of the Event within the Software Environment provided by OneTrust for that purpose.

**16. Governing Law and Venue.** Any dispute or claim (including non-contractual disputes or claims) arising under or in connection with the Terms, their subject matter, or formation ("Dispute") shall be governed by and construed by the laws of Georgia, U.S.A., with such laws applying without respect to the conflict of laws principles and with each party irrevocably agreeing that the applicable court in Atlanta, Georgia, U.S.A. shall have exclusive jurisdiction to settle any Dispute (and with the prevailing party entitled to reasonable costs and attorney's fees incurred and the United Nations Convention on Contracts for the International Sale of Goods excluded).

**17. Entire Agreement.** The Terms constitute the entire agreement and understanding between the Parties with respect to the subject matter of the Terms, the Event, and the Software, superseding all prior or contemporaneous proposals, communications and understandings, whether oral or written.