

**SwampUP2021**  
**Participation Terms and Conditions**

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE REGISTERING TO SWAMPUP2021. By registering and purchasing a conference ticket to attend SwampUP2021 (the “Event”), you expressly acknowledge and agree that you are entering a legal agreement with JFrog and have understood and agreed to comply with, and be legally bound by, these Terms. You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. IF YOU DO NOT AGREE TO BE BOUND BY ANY OF THESE TERMS PLEASE DO NOT REGISTER TO THE EVENT.

- 1. SwampUP2021.** SwampUP2021 will be hosted by JFrog on May 25-May 27, 2021 (Americas) and June 1-June 3, 2021 (EMEA). You may only register for and attend either Event in accordance with these Terms and in accordance with your purchased ticket selection. To register for either Event, you must complete the Event registration process and pay any registration fee. Event registration is subject to availability and may close earlier than the posted deadline, as determined in our sole discretion. We may also change the Event program at any time at our sole discretion. You will at all times comply with our Code of Conduct.
- 2. Your Ability to Attend the Event.** By registering to attend the Event you represent to us that you are authorized to enter into these Terms and that your attendance is in compliance with your organization’s code of conduct and policies. Unless the Event’s registration webpage specifies otherwise or we expressly inform you otherwise, you must be at least 21 years of age on the first day of the Event to participate.
- 3. Registration.** The registration to the Event is personal. Companies may purchase a bundle of tickets or receive such as a sponsor, and distribute them to their employees, however each of such attendees shall be required to individually register for the Event, using the group code. You hereby represent that the details you provided are true and accurate, and that you will notify JFrog by email [swampup@jfrog.com](mailto:swampup@jfrog.com) in case of a change. In addition, you hereby consent to receive notifications to the contact details provided by you from JFrog or on JFrog’s behalf in connection with your participation in the Event.
- 4. Payment.** Payment to the Event shall be made by: (i) credit card, solely through the registration site or (ii) by wire transfer, solely through the registration site. Please contact [swampup@jfrog.com](mailto:swampup@jfrog.com) for more information. Online payment will be made via a system operated by a third party, Swoogo LLC, which we may utilize for payment processing. The payment service enables you to make payments securely online using a credit card or by wire transfer. If you choose to proceed with the registration, you: (i) agree to review and be bound by the terms of use and privacy policy of such payment services; and (ii) acknowledge that it may need to hold or register an active account in order to complete the order. We are not responsible or liable for any activities or conduct by the payment services provider.
- 5. Taxes.** Each party will be responsible for paying all applicable taxes and other governmental fees, charges, penalties, interest, and additions to such taxes that are imposed on that party upon or with respect to the transactions and payments under these Terms.
- 6. Cancellation.** If you must cancel your registration, please notify us via email at the earliest to [swampup@jfrog.com](mailto:swampup@jfrog.com). We will only provide refunds for requests for cancellations received no later than thirty (30) days before the respective Event(s) you have registered for. Please note that all refunds are subject to a processing fee. Please note that you may assign your registration to another individual by providing us an email to that effect. The assignee shall be required to provide his/her consent to these terms.

**7. Privacy.** JFrog is committed to compliance with applicable privacy laws and protecting your personal information. By registering to the Event, you agree and acknowledge that we process your personal information. We will use personal information that we may collect or obtain in connection with the Event and the registration thereto in accordance with our privacy policy which is available at [JFrog Privacy Policy](#). You agree that we may use personal information that you provide or make available to us in accordance with the Privacy Policy, and hereby allow us to share such information with the sponsors of the Event. You agree that by registering for the Event, you opt in to receive communications from our Event Sponsors and that we can provide your contact information to Event Sponsors. By participating in the Event experiences, you agree that we may derive information from recordings of your voice and images of your face and retain and use all resulting information, in each case in accordance with the JFrog Privacy Policy.

**8. Code of Conduct.** JFrog seeks, at all times, to conduct its business in a lawful, ethical and professional manner, and expects the attendees of the Event, whether they are participants, sponsors, exhibitors, speakers or vendors, to adhere to the same. JFrog reserves the right to take any action which it deems appropriate against you if you do not comply with the foregoing, including prohibiting you from participation in the Event. You agree to abide by and conduct yourself in accordance with this Code of Conduct. You will behave in a way as to create a safe and supportive environment for all JFrog virtual events (webinar, live streams, etc.) and participants (including JFrog employees, moderators, attendees, vendors, sponsors, speakers, and volunteers). You will not engage in disruptive speech or behavior or otherwise interfere with the virtual event or other individuals' participation in the Event. You will not engage in any form of harassing, offensive, discriminatory, or threatening speech or behavior, including (but not limited to) relating to race, gender, gender identity and expression, national origin, religion, disability, marital status, age, sexual orientation, military or veteran status, or other protected category. You will comply with the instructions of the moderator and any JFrog virtual event staff. You will comply with all applicable laws.

**9. Giveaways.** Event's participants may receive swags or giveaways. By registering and accepting any giveaways, you acknowledge you are doing so in compliance with applicable laws and your organization's code of conduct.

**10. Exhibitors; Speakers.** Various third parties will also take part in the Event. These can be our sponsors, exhibitors, speakers, vendors and other participants. JFrog does not assume any liability for the actions of such third parties, nor for any content of giveaway provided by them.

**11. Recordings.** You grant us, our affiliates, and our independent contractors the right to record, film, photograph, and capture your voice and image in any media at the Event (the "Recordings"). You grant to JFrog 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 our business, all or any part of the Recordings and Your Materials. We may edit the Recordings and Your Materials, use them alone or together with other information, and allow others to use and disseminate them. To the maximum extent permitted by law, you waive any moral rights you may have in the Recordings and Your Materials. You represent and warrant that (a) Your Materials are true and accurate to the best of your knowledge, (b) you have the necessary rights and permissions to grant the license in this Section, and (c) Your Materials do not violate or infringe any copyright, trademark, or other proprietary rights of any person or entity.

**12. Assumption of Risk.** You acknowledge and agree that your attendance and participation in the Event is 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.

**13. 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 JFrog 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) that you may have now or in the future associated in any way with the Event, the Recordings, or Your Materials.

**14. Limitation of Liability.** WE AND OUR AFFILIATES AND LICENSORS WILL NOT BE LIABLE TO YOU UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR (A) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, OR (B) LOST PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, OR GOODWILL. IN ANY CASE, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THESE TERMS WILL NOT EXCEED USD \$100. THE LIMITATIONS IN THIS SECTION APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

**15. Force Majeure.** We and our affiliates will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control, including but not limited to acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunication failures, earthquake, storms, or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

**16. Changes.** We may cancel the Event at any time for reasons including, for example, availability or suitability of speakers or on security, health, or safety grounds, and we may deny, limit, or cancel your Event registration at any time. JFrog reserves the right to make changes to the agenda or any part thereof, in its sole judgment, including the content, the schedule, the speakers and the workshops. JFrog will notify you of such changes via the Event's website and/or via the contact details you provided. To the extent JFrog will be required to cancel the Event and you are in compliance with these Terms, we will issue you with a full refund of the registration fees, however we hereby disclaim any further liability for any costs associated with the cancellation. We are not responsible for any damages, direct or indirect, resulting from such cancellation.

**17. Modifications to these Terms.** We may modify these Terms at any time by posting a revised version on our website. The modified terms will become effective upon posting. By attending the Event after the effective date of any modifications to these Terms, you agree to be bound by the modified terms. It is your responsibility to check the JFrog website regularly for modifications to these Terms. We last modified these Terms on the date listed at the beginning of these Terms.

**18. Waiver.** The failure by us to enforce any provision of these Terms will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

**19. Severability.** If any portion of these Terms is held to be invalid or unenforceable, the remaining portions of these Terms will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from these Terms, but the rest will remain in full force and effect.

**20. Governing Law.** The laws of the State of California, without reference to conflict of law rules, will govern these Terms and any dispute of any sort that might arise between the parties. The United Nations Convention for the International Sale of Goods does not apply to these Terms.

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