

## TERMS OF REGISTRATION AND ATTENDANCE FOR DOCUSIGN MOMENTUM SYDNEY 2019

In registering for DocuSign Momentum Sydney 2019 (the "Event") as a participant or attendee ("Attendee"), you agree to the following terms and conditions (collectively, the "Agreement") with DocuSign International, Inc. (Australia branch) ("DocuSign"). If you are completing this registration on behalf of another individual, you warrant that you have made that Attendee aware of this Agreement and that he or she has accepted these terms and conditions.

**1. Registration.** Attendees can register for the Event through the DocuSign Momentum Sydney website located at <https://www.docusign.com.au/docusign-momentum-sydney-2019> or on-site at the Event. Registration badges must be worn by Attendees at all times during the Event. Access to the Event will not be granted to you without proper credentials.

**2. Cancellation.** In the event of cancellation for any reason, DocuSign will not be responsible to you for your airfare, hotel, or other associated costs. Cancellation requests by you must be submitted in writing to [apac@docusign.com](mailto:apac@docusign.com). All cancellation requests must include your name and registration confirmation number.

**3. Event Code of Conduct.** By registering for and participating in the Event, you agree to comply with all fire, safety, and health regulations of the local, city, conference hotel(s), and convention centre(s) where the Event is held. You must also comply with all applicable laws and ordinances, as well as any DocuSign policies and procedures as set forth in this Agreement or as may otherwise be provided to you by DocuSign. Attendees in violation of such rules or who behave in an unsafe or careless manner while attending the Event may be asked to leave and barred from returning.

**4. Personal Release.** Photography and audio or video recording may occur at the Event by or on behalf of DocuSign. You agree that DocuSign may use or share any such photographs or recordings containing your image or likeness, if captured, in connection with any advertising or promotional content, program or material for the Event, DocuSign, or for any other lawful purpose, including posting on public websites. DocuSign does not undertake any obligation to use your image, name or likeness, or any exercise of its rights granted herein. If you do not wish for your image to be used in any of the ways outlined above, then please email [apac@docusign.com](mailto:apac@docusign.com) in advance of the Event to confirm as such in writing.

**5. Photography, Recording or Use of Event Information by Attendees.** Photography, audio recordings, and video recordings by Attendees are not permitted without the prior written consent of DocuSign. All information learned or observed by you in relation to the Event, including but not limited to keynote speeches, session presentations, and names or company names of other Attendees ("Event Information"), is for your personal use or for internal business purposes only. You may not publish, distribute, sell, or otherwise make available any Event Information without receiving prior written consent from DocuSign.

**6. Event Programs and Capacity.** DocuSign reserves the right to modify the Event program and schedule, which is published as an indication only. DocuSign does not guarantee and reserves the right to refuse, at its sole discretion, admittance to any specific event, session, or keynote. Unless specified otherwise, all events, keynotes and sessions are seated on a first-come first-served basis and DocuSign will have no liability to Attendees who are unable to attend a full session.

**7. Disclaimer of Warranties.** DocuSign makes no warranties of any kind 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. To the extent permitted by applicable law, DocuSign does not accept any responsibility or liability for reliance by you or any Attendee on any aspect of the Event or any information provided at the Event.

**8. Limitation of Liability.** To the fullest extent permitted by applicable law: (i) DocuSign will not be liable to you for any 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; and (ii) the aggregate liability of DocuSign for any direct 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), will be limited to the amount paid by you to DocuSign under this Agreement.

**9. Indemnification.** You agree to defend, indemnify, and hold harmless DocuSign and the owner of the premises in which the Event is held and their respective employees, officers, directors, and agents from and against all third-party claims, losses, or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees) arising out of or in connection with your conduct at the Event.

**10. Personal Information and Privacy.** DocuSign may use all data or information provided by you in connection with the Event in accordance with DocuSign's Privacy Policy (<https://www.docusign.com.au/company/privacy-policy>).

**11. Badge Scanning at Sponsor Booths.** Sponsors or third parties with a badge scanner (each, an "Event Sponsor") may wish to scan your badge at the Event so they can contact you with information about their services or special offers. DocuSign is not responsible for Event Sponsor badge scanning. You acknowledge that by allowing an Event Sponsor to scan your badge you consent to have DocuSign provide the Event Sponsor with information you provided DocuSign at registration, and you consent to receive communications from that Event Sponsor after the Event. If you choose to opt-out of such communications, you will do so directly with the Event Sponsor. Communications from an Event Sponsor will be subject to the Event Sponsor's privacy practices, including its privacy policy. DocuSign is not responsible for the privacy practices of any Event Sponsor. If you do not wish to permit the uses and disclosures of information described in this section, do not allow any Event Sponsor to scan your badge at the Event.

PLEASE BE AWARE THAT EVENT SPONSOR SCANNING OF ATTENDEE BADGES IS OPTIONAL AND ATTENDEES MAY -WITHOUT PENALTY- REFUSE TO HAVE THEIR BADGES SCANNED AT THE EVENT.

**12. Governing Law; Venue.** This Agreement is governed by the laws of New South Wales, without reference to conflict of laws principles. You hereby consent to the personal jurisdiction of the courts located in Australia for any suit or action arising from or related to this Agreement and you waive any right to object to the venue of such courts.

**13. General.** DocuSign's failure to exercise any right shall not be deemed a waiver of any further rights. DocuSign will not be liable for any failure to perform its obligations where such failure results from any cause beyond DocuSign's reasonable control. If any provision herein is, for any reason, held to be invalid or unenforceable, the other provisions will remain unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. This Agreement constitutes the entire agreement between DocuSign and you in relation to the Event and supersedes all prior and contemporaneous terms, agreements, proposals, or representations, whether written or oral, with respect to the subject matter herein. No part of this Agreement will be superseded or governed by any master services agreement or other agreement between DocuSign and you relating to the use of DocuSign's subscription service.