

THESE REGISTRATION AND EVENT TERMS (THE "**TERMS**" OR "**AGREEMENT**") GOVERN YOUR REGISTRATION AND PARTICIPATION IN THE EVENT DESCRIBED IN THE DOCUMENTATION TO WHICH THESE TERMS ARE LINKED, ATTACHED OR REFERENCED TO (THE "**EVENT**"). THIS AGREEMENT IS BETWEEN YOU AND **LIFERAY GMBH, A GERMAN CORPORATION, LOCATED AT MERGENTHALERALLEE 77, 65760 ESCHBORN, GERMANY ("LIFERAY")**. AS USED HEREIN "**YOU**" OR "**YOUR**" MEANS YOU, THE INDIVIDUAL ACCEPTING THESE TERMS, AND/OR IF APPLICABLE THE COMPANY OR OTHER LEGAL ENTITY FOR WHICH YOU ARE ACCEPTING THESE TERMS. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU MUST NOT REGISTER FOR AND ATTEND THE EVENT.

## Registration

The event information displayed on Liferay's website and any invitation letters, announcements or newsletters do not represent a binding offer, but an invitation to make a binding offer to Liferay. You make a binding offer to the conclusion of the Agreement by following the registration process as described below. All individuals attending the Event ("**Attendee(s)**") must register for the Event through the indicated registration service ("**Registration Service**") by submitting the requested information ("**Registration Information**") into the appropriate fields (the process collectively the "**Registration**"). Liferay reserves the right to accept or refuse any Registration at any time. You will receive an email confirming your Registration at the email address You provide during Registration.

Liferay may modify these Terms from time to time. Liferay will notify You about such modifications. You understand and agree that participation by You or an Attendee on Your behalf at the Event after receipt of such notification, signifies Your acceptance of the terms as modified.

## PRIVACY NOTICE

Liferay GmbH, Mergenthalerallee 77, 65760 Eschborn, Germany ("Liferay"), will handle and protect Your Registration Information provided by You to Liferay in accordance with this Privacy Notice and the applicable laws and use it as required for the performance of this Agreement in accordance with Art. 6 (1) a) GDPR, which includes processing of Your Registration Information (1) to guarantee that you are allowed to participate in the Event and receive all logistical information around the Event or access any relevant collaterals (such as whitepaper, presentation, report, etc.) as applicable. This might further include the sending of emails with information about how to access the Event, and follow-up emails with the Event slides and recording, and with answers to any questions that you may rise during the Event; and, (2) to get your feedback on the Event, Event contents or collaterals via phone or e-mail.

Furthermore, to extent you provide for consent through the Registration form, Liferay may use certain Registration Information, specifically, the provided (a) name, (b) job title, (c) contact information including Your email address, (d) demographic information including but not limited to postal code, indicated preferences or interests and (e) any other information You might provide to Liferay in context of Your registration for the Event relevant to customer surveys and/or offers in accordance with the Art. 6 (1) f) GDPR for the following purposes:

- to periodically send You personalized promotional emails about new products, special offers or other information which Liferay may think You may find interesting using the email address and based on further data provided by You to Liferay;
- to understand Your preferences and provide You with better service;
- for internal record keeping;
- to improve Liferay products and services;
- for market research purposes, including to contact You by email, phone, fax or mail for feedback, and;
- to customize Liferay's websites according to Your interests.

Submission of Your Registration Information designated as "required" in the registration form is required in order to assure proper fulfillment of this Agreement. Liferay may not be able to process Your registration without such information.

**You furthermore understand that Liferay, may be photographing, audio and/or video recording, webcasting, and podcasting at the Event in order to preserve and share the valuable information and acknowledge that our speakers and participants share with each other with the community. This includes, but is not limited to keynotes, breakout session, technical sessions, and other activities. Therefore your images and voice might be recorded. You therefore consent to the use your image or likeness by Liferay, if captured, in connection with any advertising or promotional content, program, or material for Liferay business and projects, or for any other**

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### lawful purpose, including by posting on public websites.

You furthermore understand and agree that Liferay may provide Your data to its Affiliates (as identified at <https://www.liferay.com/locations>) that might be located world-wide as required for purposes identified above, provided that Liferay will not transfer, use or process Your personal data to Affiliates outside EEA, unless appropriate legal protection is available in the destination countries or other adequate safeguards exist in accordance with the data protection legislation such as for example the U. S. Privacy Shield.

Liferay will only keep Your data as long as required for purposes identified above and in accordance with the applicable laws governing retention obligations (such as tax laws) and for marketing purposes until You notify us that you no longer wish us to use Your data for marketing purposes.

You can at any time and at no charge request access to, erasure or rectification or restriction of processing of Your personal data by Liferay at any time. That includes your right to object to further use of your data for purposes of email marketing at no charge. For these purposes please contact us at: [dataprotection@liferay.com](mailto:dataprotection@liferay.com).

You may furthermore withdraw Your consent to processing of Your data in accordance with Art. 6 (1) a) GDPR as set forth above at any time, without affecting the lawfulness of processing based on consent before its withdrawal.

If You have any questions or concerns regarding processing of Your data by Liferay, You may contact Liferay's Data Protection Officer at: [dataprotection@liferay.com](mailto:dataprotection@liferay.com).

The aforesaid shall not limit Your right to file a complaint with the Hessian Data Protection Supervisor (Der Hessische Datenschutzbeauftragte).

### **Badges**

Upon arrival all Attendees must check-in for admittance to the Event. You are required to wear your badge at all times at the Event. Liferay reserves the right to verify You are wearing the correct badge at any time during the Event. Liferay reserves the right to remove You from the Event if You are not wearing a badge issued by Liferay to You.

### **Unacceptable Behavior**

Attendees are expected to be considerate and respectful of others at the Event. Compliance with the terms of this section is mandatory for participation in the Event. Attendees agree to refrain from demeaning, discriminatory or harassing behavior, materials and speech. Unacceptable behaviors and materials include but are not limited to: (a) intimidating, harassing, abusive, discriminatory, derogatory, or demeaning materials or conduct by any Attendees of the Event and related Event activities, (b) offensive comments (verbal, written, or otherwise) related to gender, sexual orientation, race, religion, disability; inappropriate use of nudity and/or sexual images in public spaces (including presentation slides); deliberate intimidation, stalking or following; harassing materials, photography or recording; sustained disruption of talks or other events (whether verbal or otherwise); inappropriate physical contact, and unwelcome sexual attention, (c) physical, written, verbal or other abuse, intimidation, threats, annoyance, harassment, stalking, pushing, shoving or use of any physical force whatsoever against any person, which in any way creates a disturbance that is disruptive or dangerous, or creates apprehension in a person, as determined by Liferay, in its sole discretion, (d) possession of any item that can be used as a weapon, which may cause danger to others if used in a certain manner, (e) any boisterous, lewd or offensive behavior or language, including but not limited to using sexually explicit or offensive language, materials or conduct, or any language, behavior or content that contains profanity, obscene gestures, or racial, religious or ethnic slurs, (f) possessing any open can, bottle or other receptacle containing any alcoholic beverages, except in areas specifically designated for the consumption of alcohol. Unacceptable behavior will not be tolerated whether by other Attendees, media, speakers, volunteers, organizers, venue staff, sponsors, or exhibitors. Anyone asked to stop the unacceptable behavior set forth in (a) through (f) above is expected to comply immediately. If anyone engages in unacceptable behavior, Liferay may take any action it deems appropriate, up to and including expulsion from the Event without warning or refund. If Attendees are subjected to unacceptable behavior, notice that someone else is being subjected to unacceptable behavior, or have any other concerns, please notify Liferay as soon as possible.

### **Government Officials**

All government employees or officials who register to attend the Event must identify themselves as government employees or officials to Liferay. If a government employee or official is offered free or discounted attendance at the Event, the government employee or official may be asked to confirm that s/he has disclosed his or her attendance at the Event to their employing government agency in advance and that their employing agency has provided permission for the employee to accept free or discounted attendance at this Event. Each government employee or official who attends the Event also must confirm that s/he will abide by all relevant rules and regulations imposed by his or her employing agency during this Event, including those rules and regulations relating to the acceptance and disclosure of gifts and gratuities.

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Any Government employee or official who attends Event may be asked to present his/her government issued employee badge at Event check-in.

### Safety and Security

Liferay reserves the right to take any security measures it may deem appropriate related to the safety of the Event. Compliance with Liferay requests related to the safety and security of the Event is a precondition for an Attendee's continued participation in the Event after such request is made.

### Software

Certain optional workshops, breakout sessions, and training sessions at the Event may involve the use of certain software by Attendees. You understand that use of such software and participation in such sessions is completely voluntary. As the specific software may vary based on the workshop, breakout session, or training session the terms related to the use of the specific software will accompany such software.

### Personal Release

Liferay or others on behalf of Liferay, may be photographing, audio and/or video recording, webcasting, and podcasting at the Event. This includes, but is not limited to keynotes, breakout session, technical sessions, and other activities. You agree that Liferay may use and/or share with Liferay's Affiliates, your image or likeness, if captured, in connection with any advertising or promotional content, program, or material for Liferay business and projects, or for any other lawful purpose, including by posting on public websites. Liferay is not, however, obligated to make any use of your image, name or likeness, or exercise any of the rights granted to it. You also understand that your image may appear in Liferay photos made available to you, other attendees, or the public, and that these third-parties may retain and distribute those photos. As used herein, "**Affiliate**" means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with a party, where "**control**" is the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

### Photography and Recordings

Liferay expressly points out that all Your actions relating to photos, audio and/or video recordings, webcastings, podcastings, or alike, including but not limited to shots, publications and modifications, are subject to the applicable law, including but not limited to copyright law, in each case for both private and commercial purposes. Your such actions may, in any case, require the express prior consent of Liferay, its Affiliates, the property owner, the copyright holder, the depicted person and/or, in each case, its duly authorized agent, among others. You are solely responsible for obtaining such prior consent. You expressly agree to follow any written, verbal or otherwise communicated restriction. Furthermore You accept to be excluded without warning from the Event and without refund of any fees in case of any non-compliance by You.

### Force Majeure

Liferay will not be held liable and no refund will be made, in the event of the cancellation or modification of the times, dates, sessions and/or the Event in whole as a result of a Force Major, an event that is beyond Liferay's control, including but not limited to inclement weather, earthquake, flood, or other act of God, war, invasion, act of foreign enemy, hostilities, riot, national state of emergency, plague, act/threat of terrorism, civil unrest, strikes or other labor disputes, or any other similar or related event which delays or prevents any or all of the Event.

### No Warranties

LIFERAY MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO THE EVENT, REGISTRATION, DOCUMENTATION, OR SOFTWARE, WHETHER EXPRESS, IMPLIED OR OTHERWISE, AND LIFERAY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LIFERAY DOES NOT REPRESENT OR WARRANT THAT YOUR ATTENDANCE OF THE EVENT WILL MEET YOUR REQUIREMENTS OR THAT YOUR ATTENDANCE OF THE EVENT OR YOUR USE OF THE SOFTWARE AND/OR DOCUMENTATION WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR. ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE THE WARRANTY OF LIFERAY OR ITS AFFILIATE(S) WITH REGARD TO SOFTWARE OR SERVICES THAT LIFERAY FRAUDULENTLY CONCEALED.

### Limitation of Liability

In any event, Liferay is only liable for (i) damages caused by a wilful or negligent breach of an essential contractual obligation on the part of Liferay, but in case of a negligent breach only for damages that are typical for the present type of contract and were foreseeable at the time of the conclusion of this contract, the maximum limit being the Fee paid by You to Liferay under the Agreement. An essential contractual obligation is an obligation whose fulfilment is necessary for a proper execution of the contract so that Company relies on its correct fulfillment; (ii) damages resulting from loss of life, bodily injury or damage to health, which are caused by a wilful or negligent breach of duty on the part of Liferay; (iii) damages caused by wilful or negligent breach of the duties arising from an obligation in accordance with Section 311 Paragraph

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2 of German Civil Code (BGB); (iv) other damages caused by a wilful or grossly negligent breach of duty on the part of Liferay, but in case of a grossly negligent breach only for damages that are typical for the present type of contract and were foreseeable at the time of the conclusion of the applicable contract, the maximum limit being the Fees paid by You to Liferay under the Agreement; (v) damages caused by a defect, if Liferay has guaranteed the quality or if Liferay fraudulently concealed the defect (Section 444 of the German Civil Code (BGB)). Liferay's liability in accordance with the German Product Liability Act (Produkthaftungsgesetz) remains unaffected.

Under no circumstance will Liferay, any co-sponsor, or the venue provider be liable for lost revenues, profits, goodwill, loss or corruption of data or other incidental or consequential damages for any of their acts or omissions whatsoever whether or not appraised of the possibility or likelihood of such damages or lost profits.

The aforementioned limitations and exclusions of liability apply also to the personal liability of the organs, employees or other members of staff, representatives and agents of Liferay.

You shall be adequately insured against all damages of whatever nature that is caused by actions or negligence on Your part, as well as damage caused by Your items in whatever form or manner. You agree that You will indemnify and defend Liferay and hold Liferay, any co-sponsor and venue provider harmless from any and all claims, demands, suits, liability, damages, losses, costs, attorney's fees, and expenses which might result or arise from Your participation in the event or any actions of Your officers, agents, employees, contractors, or other representatives.

### Disputes, Governing Law and Jurisdiction

Except for claims for Fees under this Agreement and interest thereon, no claim or action, regardless of form, arising out of this Agreement or may be brought by either party more than one (1) year after the cause of action has accrued and the party initiating such claim or action is aware or (by way of applying due care) should have been aware of the reason which form the basis for such claim or action, provided, however, that this does not limit the claims or actions available to either party in case of intent or willful misconduct of the other party. In these cases and if an Attendee entering into this Agreement is acting as a consumer, the statutory limitation periods apply.

This Agreement and all matters arising out of or relating to this Agreement shall be governed by the substantive laws of Germany with the exclusion of its conflict of laws rules. The U.N. Convention on Contracts for the International Sale of Goods of 11 April 1980 is hereby excluded from application to this Agreement. The exclusive court of venue is Frankfurt am Main, Germany. Liferay is allowed to sue You at Your general venue.

### Relationship of the Parties

These Terms and the activities governed hereby do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

### Waiver and Cumulative Remedies

No failure or delay by either party in exercising any right under these Terms shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

### Severability and Assignment

If any provision in these Terms is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms shall remain in effect.

You may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent Liferay. Liferay's sole remedy for any purported assignment in breach of this paragraph shall be termination of this Agreement and non-participation in the Event. Subject to the foregoing, these Terms shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

### Entire Agreement

These Terms including any documents to which these Terms are linked or attached, including without limitation house rules and technical guidelines, which are made available to You on request by email at any time and/or at the time of entry to the venue, constitute the entire agreement between the parties in relations to the Event and Registration and supersede all prior and contemporaneous terms, agreements, proposals or representations, written or oral, concerning its subject matter.