

Event Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS (“**Terms**”) CAREFULLY BEFORE REGISTERING TO 2024 DevSecOps Paris (“**Event**”). By registering for this JFrog Event, you expressly acknowledge and agree that you are entering into a legal agreement with JFrog SAS (together with its affiliates, “**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 are completing this registration on behalf of another individual, you warrant that you have made that individual aware of these Terms and that the individual has accepted these Terms in writing. IF YOU DO NOT AGREE TO BE BOUND BY ANY OF THESE TERMS, PLEASE DO NOT REGISTER TO THE EVENT.

- 1. Event.** The Event will be hosted by JFrog on November 18-19, 2024. You may only register for and attend the Event in accordance with these Terms and in accordance with your registered ticket selection. To register for the Event, you must complete the Event registration process. Event registration is subject to availability and may close earlier than the posted deadline, as determined in our sole discretion. JFrog may also change the Event program at any time at our sole discretion.
- 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 JFrog expressly informs 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 information and details you provided during the registration are complete and accurate, and that you will notify JFrog by email events@jfrog.com in case of a change. In addition, you hereby acknowledge by registering to this event that you will 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 events@jfrog.com for more information. Online payment will be made via a system operated by a third party, 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 [events@jfrog.com]. Solely to the extent applicable, we will only provide full refunds for requests for cancellations received by the applicable cancellation due date (“Due Date”). After the Due Date, you may either: (1) apply your registration fee towards the next JFrog’s live DevSecOps event; or (2) be refunded 75% of your registration fee. JFrog reserves the right, in its sole discretion, to change the format of the Event to a virtual only event. In the event the Event changes solely to a virtual event, you may have the option of either of the following: (1) have full access to the virtual Event and apply your registration fee towards the next JFrog’s live DevSecOps event; (2) have full access to the virtual Event and receive a pro-rata refund equal to the difference in registration fees between the live and virtual event, if any; or (3) receive a full refund of the registration fee. 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.** By registering to the Event, you agree and acknowledge that JFrog will process your personal data as described in the [JFrog Privacy Policy](#). JFrog may use all data provided by you in connection with the Event for registration purposes (including generating a badge or other identification), security purposes, and for promotional purposes. If JFrog works with third parties to sponsor or host the Event, JFrog may provide these third parties with your contact information for business development and marketing purposes.
- 8. Code of Conduct.** You will at all times abide by and conduct yourself in accordance with this Code of Conduct. JFrog requires all attendees to conduct themselves in a lawful, ethical, considerate, collaborative, respectful, safe, and professional manner. Attendees will not: (i) engage in disruptive speech or behavior or otherwise interfere with the Event; (ii) engage in any demeaning, discriminatory, deliberate intimidation, stalking, inappropriate physical contact or harassing behavior or speech (including any verbal, physical, or visual conduct based on sex, sexual orientation, gender expression or identity, transgender status, race, age, national origin, disability); (iii) wear any clothing that is not suitable for a professional work environment, this is provocative, inappropriate or otherwise potentially offensive; (iv) destroy or vandalize personal property, the Event site or materials; (v) possess any illegal substance, firearms, weapons, hazardous materials or articles; (vi) smoking is not permitted, other than in designated areas; (vii) any boisterous, lewd or offensive behavior or language, using sexually explicit or offensive language or conduct, profanity, obscene gestures, or

racial, religious or ethnic slurs; (viii) Inappropriate use of nudity or sexual images. Violations of this Code of Conduct will not be tolerated. If you violate this Code of Conduct, JFrog and event organizers reserve the right to take any action which it deems appropriate against you, up to and including expulsion from the event without warning or refund and if appropriate involvement of local law enforcement.

- 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. Third Parties.** Various third parties may also take part in the Event. These can be JFrog's exhibitors, speakers, vendors and other participants. JFrog does not assume any liability for the actions of such third parties, nor for any content of any giveaway provided by them.
- 11. Personal Release.** Photography and recording (both audio and video) may occur during any or all of the Event by or on behalf of JFrog and its affiliates. Your image, likeness, voice, statements and other identifying characteristics may be captured in photographs, recordings (both audio and video), webcasts, or other transmissions of the Event (each a "**Recording**"). You hereby grant JFrog and its affiliates, agents, employees, and assigns an irrevocable, nonexclusive, perpetual, worldwide, royalty-free, fully paid-up, transferable, and fully sublicensable license, without additional consideration to you or any third party, to use, reproduce, modify, distribute, perform, display (publicly or otherwise), create derivative works of, adapt, modify, and otherwise use, analyze, and exploit Recordings, in whole or in part, in any form or media now known or hereafter developed, and for any purpose, including advertising, promotional purposes, testimonials, or for any other lawful purpose, including posting on public websites. However, JFrog is not obligated to use a Recording of you, or to exercise any of its rights granted herein. JFrog exclusively owns all right, title and interest (including intellectual property rights) in and to the Recordings, all modifications and derivatives of Recordings, and all proceeds derived therefrom.

You hereby irrevocably waive any right you may have to inspect or approve the use or other exploitation of any Recording or any reproductions thereof. To the maximum extent permitted by law, you waive any moral rights you may have in the Recordings. You further waive all rights you may have to any claims for payment or royalties in connection with any use, exhibition, streaming, webcasting, televising, or other publication of the Recordings, regardless of the purpose or sponsoring of such use, exhibiting, broadcasting, webcasting, or other publication irrespective of whether a fee for admission or sponsorship is charged.

Recordings may be made available to the public to retain, use, and distribute. Once made available to the public, JFrog has no control over, and is not responsible for, any use or misuse (including any distribution) by a third party of Recordings. IN CONNECTION WITH THE USE OR OTHER EXPLOITATION OF RECORDINGS, YOU HEREBY IRREVOCABLY WAIVE AND

RELEASE ANY AND ALL CLAIMS WITH RESPECT TO INTELLECTUAL PROPERTY, RIGHTS OF PUBLICITY, RIGHTS OF PRIVACY, AND ANY OTHER CLAIMS OR DAMAGES WITH RESPECT TO SUCH USE OR OTHER EXPLOITATION. YOU AFFIRM THAT YOU ARE OF LEGAL AGE AND HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND ITS CONTENTS.

12. JFrog's Proprietary Rights. JFrog and/or its partners, affiliates, licensors and suppliers own the information and materials made available at the Event ("**JFrog Materials**"). You may not publish, distribute, make derivative works, rent, sell, lease, or otherwise make available any JFrog Materials (in whole or in part) without receiving prior written consent from JFrog.

You acknowledge that JFrog will be free to use or implement for any purpose any or all suggestions, ideas for improvement, and other feedback you provide regarding JFrog products or services, including completion of any evaluation forms, polls, or surveys provided to you by JFrog or our third parties ("**Feedback**") and that no payment, royalty, or other consideration whatsoever shall be due to you in connection with such Feedback.

13. Assumption of Risk. You acknowledge and agree that your attendance and participation in the Event is completely voluntary, and you understand the nature of the Event. JFrog does not guarantee admittance to all or any part of the Event. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU ACCEPT AND ASSUME ALL RISKS OF ANY AND ALL PERSONAL INJURY OR DAMAGE TO YOUR PERSONAL PROPERTY THAT YOU MAY FACE WHILE ATTENDING AN EVENT, AND HEREBY WAIVE ANY CLAIMS YOU MAY HAVE AGAINST JFROG (INCLUDING JFROG AFFILIATES), ANY EVENT SPONSOR, OR EVENT VENDORS RELATING TO SUCH RISKS.

14. The Venue. The event will be hosted by JFrog at Hilton Paris La Defense (the "Venue"). JFrog is not the owner of the Venue nor is an affiliate thereof. Unless expressly stated otherwise, any accommodation fees within the Venue are not included in the fees which are stated on this website. In addition, JFrog does not assume any liability for the accommodation and ancillary services provided by the Venue. Any and all balances between you and the Venue are payable directly to the Venue upon check out.

15. DISCLAIMER OF WARRANTIES. THE EVENT AND JFROG MATERIALS ARE PROVIDED TO YOU "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. JFROG MAKES NO WARRANTIES OF ANY KIND IN RESPECT OF ANY ASPECT OF THE EVENT, EVENT INFORMATION, OR ANY JFROG MATERIALS RELATED THERETO OR OFFERED AT THE EVENT AND TO THE FULLEST EXTENT POSSIBLE UNDER THE LAWS GOVERNING THESE TERMS, DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TIMELINESS, AND MERCHANTABILITY. YOU AGREE THAT YOU MUST EVALUATE, AND THAT YOU BEAR ALL RISKS ASSOCIATED WITH YOUR PARTICIPATION IN THE EVENT, INCLUDING

WITHOUT LIMITATION, ANY RELIANCE ON THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED DURING THE EVENT. IN CONDUCTING THE EVENT, JFROG MAY RELY UPON THE USE OF THIRD PARTY SERVICES. YOU AGREE THAT JFROG IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD PARTY SERVICES, INCLUDING THE ACCURACY, INTEGRITY, QUALITY, LEGALITY, USEFULNESS, PRIVACY, SECURITY, OR SAFETY OF ANY THIRD PARTY SERVICE.

16. 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 or JFrog's use of the Recordings.

17. Limitation of Liability. JFROG AND ITS AFFILIATES AND LICENSORS WILL NOT BE LIABLE TO YOU UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF A YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. JFROG AND OUR AFFILIATES WILL NOT BE LIABLE FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OR LOSSES ARISING DIRECTLY OR INDIRECTLY FROM THE EVENT, JFROG MATERIALS, OR OTHER ASPECT RELATED THERETO OR IN CONNECTION WITH THESE TERMS, OR (B) ANY LOST PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, OR GOODWILL ARISING DIRECTLY OR INDIRECTLY FROM THE EVENT, JFROG MATERIALS, OR OTHER ASPECT RELATED THERETO OR IN CONNECTION WITH THESE TERMS. IN ANY CASE, JFROG'S AND ITS AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THESE TERMS FOR ANY DIRECT CLAIM IN ANY WAY CONNECTED WITH, OR ARISING FROM, THE EVENT, JFROG MATERIALS, WHETHER IN CONTRACT, TORT, OR OTHERWISE (INCLUDING ANY NEGLIGENT ACT OR OMISSION) WILL NOT EXCEED USD \$5.00. THE LIMITATIONS IN THIS SECTION 17 APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

18. Force Majeure. JFrog 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 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.

19. Changes. JFrog may cancel the Event at any time for any reasons, including, for example, availability or suitability of speakers or on security, health, or safety grounds, and JFrog may

deny, limit, or cancel your Event registration at any time and for any reason. 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. JFrog is not responsible for any damages, direct or indirect, resulting from such cancellation. Unless specified otherwise, all Events, keynotes, and sessions are seated on a first-come first-served basis and JFrog will have no liability to attendees who are unable to attend a full session.

20. Modifications to these Terms. JFrog 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.

21. Waiver. The failure by JFrog 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 JFrog must be in writing to be effective.

22. 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.

23. Governing Law; Venue. The laws of France, without reference to conflict of law principles, will govern these Terms and any dispute of any sort that might arise between the parties. You hereby consent to the personal jurisdiction of the courts located in Paris, France 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. The United Nations Convention for the International Sale of Goods does not apply to these Terms.
