

## HiWorld Virtual Summit Registration Terms and Conditions

The Human Insight World (“HiWorld”) Registration Terms and Conditions (“Terms”) govern your registration for, and participation in, HiWorld to be a virtual customer conference held October 12-14, 2020 (the “Event”). These Terms are an agreement between User Testing, Inc. (“UserTesting,” “we,” “us,” or “our”) and you or the entity you represent (“you”). By completing registration on the HiWorld registration page or participating in/attending the Event, you confirm that you have read, understand and agree to these Terms.

### 1. REGISTRATION

To register for the Event, you must complete the Event registration process and pay all required registration fees no later than October 12, 2020. Event registration may close earlier than October 12, 2020 as we may determine in our sole discretion. Event registration is subject to availability. You must be 18 years of age or older to register for or attend the Event.

### 2. PAYMENT

Payment for registration must be made via credit card at the time you register for the Event. Confirmation of payment will be sent via email. To request an invoice for your Event registration, contact us at [events@usertesting.com](mailto:events@usertesting.com). UserTesting reserves the right to cancel your registration without notice for failure to pay in accordance with these Terms. UserTesting disclaims any damages, direct or indirect, resulting from such cancellation.

### 3. ATTENDEE CANCELLATION AND CHANGES

You may not cancel your Event registration once completed. You may transfer your registration to another person by sending written notice to UserTesting by email to [events@usertesting.com](mailto:events@usertesting.com) by 11:59 PM (EST), September 28, 2020. If UserTesting receives your transfer request after 11:59 PM (EST), September 28, 2020 registration will not be eligible for transfer.

### 4. CONTACT INFORMATION

Please note that your contact details and other information we collect through the registration process are subject to the UserTesting Privacy Policy (<https://www.usertesting.com/privacy-policy>). Additionally, your information will be used to contact you with information related to the Event as well as other UserTesting marketing communications. We may also use information you provide about you or the company you represent for general updates regarding attendance of the Event.

You agree that your registration information and activity may be shared with Event sponsors. You also agree for my attendee profile to be visible to others in the virtual space such as sponsors in a particular virtual booth and other attendees in virtual lounge spaces

### 5. CONDUCT

You agree, in relation to your attendance of the Event, to (a) comply with the HiWorld Code of Conduct, (b) not engage in disruptive behavior or otherwise interfere with the Event or other

participants' enjoyment of the Event, (c) conduct yourself in a manner that promotes a safe, supportive learning environment, and (d) comply with all applicable laws. If UserTesting believes that you will not comply with the above, then UserTesting may deny you entry or require that you leave the Event and you shall not receive a refund of any fees paid for any reason. Should you witness detrimental actions of other Event participants, you shall promptly inform a UserTesting staff member.

## 6. EVENT CANCELLATION

The Event is subject to change and UserTesting may cancel the Event and may deny or cancel a registration for the Event at any time, at its sole discretion. UserTesting disclaims any and all liability for any damages resulting from such cancellation. Should UserTesting cancel your registration or the Event, UserTesting will issue you a refund of your registration fee, subject to these Terms.

## 7. LICENSE TO MATERIALS

In consideration of the opportunity to participate in the Event, you hereby grant UserTesting and its affiliates, agents, employees and assigns an irrevocable, perpetual, worldwide, nonexclusive, royalty-free right and license to edit, publish, reproduce, distribute or translate, for any purpose, all or any part of (a) any and all photographs, audio and video recordings of you and/or your voice or likeness in connection with the Event, including the right to use your name, likeness and biographical information, and (b) all materials submitted or presented by you in connection with the Event (collectively, "Materials"). You hereby consent to the use of the Materials without compensation or additional consents from you (unless required by law). Additionally, UserTesting may restrict you from taking any photographs, audio and video recordings while attending the Event.

## 8. RELEASE OF CLAIMS

You (for yourself and anyone who may make a claim on your behalf) hereby release UserTesting and its affiliates, and their respective directors, representatives, agents, officers, employees, contractors, successors and assigns, from any and all claims, demands, causes of action, losses, suits, damages, debts, liabilities, costs and expenses (including reasonable attorneys' fees and costs) that you may have now or in the future associated in any way with the Event or Materials.

## 9. ASSUMPTION OF RISK

You acknowledge that your attendance and participation in the Event is on a voluntary basis. You hereby assume all risks, known and unknown, associated with attending and participating in the Event to the fullest extent permitted under law.

## 10. LIMITATION OF LIABILITY

IN NO EVENT SHALL (a) USERTESTING BE LIABLE FOR ANY LOSS OF DATA, LOSS OF PROFITS, OR OTHER SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL,

INDIRECT, PUNITIVE, OR RELIANCE DAMAGES OR (b) THE LIABILITY OF USERTESTING FOR DIRECT DAMAGES UNDER THESE TERMS EXCEED \$200.

#### 11. INDEMNIFICATION

You shall defend, indemnify and hold harmless UserTesting and its affiliates, and their respective directors, representatives, agents, officers, employees, contractors, successors and assigns, from and against any claims, demands, causes of action, losses, suits, damages, debts, liabilities, costs and expenses (including reasonable attorneys' fees and costs), and any other liability arising out of or related to your attendance, participation or conduct at the Event.

#### 12. SANCTIONS

You represent and warrant that you are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the US Government, the European Union or its member states, or other government authority.

#### 13. CHOICE OF LAW AND VENUE

These Terms will be interpreted, construed and enforced in all respects in accordance with the laws of the State of California, without reference to its choice of law principles. You hereby submit to the exclusive jurisdiction and venue in the United States District Court for the District of Northern California or in the state courts with competent jurisdiction located in Santa Clara, California, regarding any legal action or proceeding arising under or relating to these Terms.

#### 14. FORCE MAJEURE

Payments made for registration are not refundable for any reason, including, but not limited to, failure to use conference attendance credentials due to illness or due to any event beyond the reasonable control of the parties, such as an act of God, natural disaster, travel-related problems or an act of terrorism.

#### 15. AMENDMENT OF TERMS

UserTesting may modify these Terms at any time by providing notice to you or by posting a revised version on the HiWorld registration website. By participating in the Event, you agree to the current version of these Terms.