



**CYBER RESILIENCE SUMMIT PRESENTED BY MIMECAST
REGISTRATION TERMS AND CONDITIONS**

The Cyber Resilience Summit presented by Mimecast will be hosted by Mimecast North America, Inc. ("Mimecast") on June 23 & 24, 2020 (June 24 & 25, 2020 for the Australian region) (the "Mimecast Summit"). These terms and conditions (the "Terms") govern your registration for and participation in the Mimecast Summit and are a binding agreement between Mimecast ("we", "us", "our") and you. By registering for the Mimecast Summit and paying the registration fee, you accept the Terms set forth below and you represent to Mimecast that you are at least 21 years of age prior to the first day of the Mimecast Summit and are authorized to enter into these Terms. If you do not wish to accept these Terms, then you cannot attend or participate in the Mimecast Summit. Registration is subject to availability and may close earlier than any posted deadline, as determined in our sole discretion.

1. Cancellation.

a. By Mimecast. We may cancel the Mimecast Summit at any time for any reason and we may deny, limit, or cancel your Mimecast Summit registration at any time. We are not responsible for any damages, direct or indirect, resulting from such cancellation.

b. By Attendee. You may cancel your registration by providing notice to Mimecast at any time prior to the Mimecast Summit via email sent to CRSummit@mimecast.com.

2. Agenda. The agenda for the Mimecast Summit will be made available to all registrants and is subject to change at any time without prior notice in our sole discretion. We will manage the Mimecast Summit in good faith and in conformance with industry standards. We make no other representations or warranties regarding the Mimecast Summit. Information or opinions shared at the Mimecast Summit do not qualify as legal or expert advice.

3. Trainings. Availability for any training courses to be provided at the Mimecast Summit may be limited and, if so, seats will be reserved on a first come, first serve basis.

4. Mimecast Summit Rules of Conduct; Remedial Actions. We care about the wellbeing of all participants. You are required to comply with the [Mimecast Summit Code of Conduct](#) (the "Code") while you are participating in the event. Without limiting any other remedy under these Terms or applicable law, if you fail to comply with these Terms or the Code, we may take any action in response, including cancelling your Mimecast Summit registration without refund and/or restricting you from participating in or attending future Mimecast events. Please note, due to the virtual nature of this year's event, certain chat, messaging, or other means of communications may be made available to all participants and all communications made via this functionality is subject to the Mimecast Summit Code of Conduct. You understand and acknowledge that Mimecast is not responsible for any communications not created by Mimecast.

5. Personal Information.

a. Privacy Policy. We take the protection of your personal information seriously. We will handle your information in accordance with the following provisions and our [Privacy Statement](#). By registering for the Mimecast Summit, you agree that we will use your personal information provided via registration as follows:

i. administering your participation in the Mimecast Summit, including providing you with information about the Mimecast Summit's content, logistics, updates, and additional information related to the Mimecast Summit;

ii. sharing your personal information with the technology partners sponsoring the Mimecast Summit ("Mimecast Summit Sponsors") to deliver information regarding their booth in the Resilience Hub or, if applicable, their presentations. To see a list of these Mimecast Summit Sponsors, click [\[here\]](#);

iii. disclosing your personal information to our third party service provider, Intrado Corporation, engaged by us to assist in the administration of the Mimecast Summit; and

iv. if you opt-in to future marketing via the registration form, we and the Mimecast Summit Sponsors may send you marketing-related information following the Mimecast Summit. You can withdraw your consent for this marketing by Mimecast at any time [here](#). For purposes of applicable data protection regulations, you acknowledge that the Mimecast Summit Sponsors will become controllers of your personal information following the Mimecast Summit.

b. **Collection by Non-Mimecast Parties.** Mimecast Summit Sponsors and other third parties may directly request your personal information. Providing your personal information to them is optional, and you should review their privacy policies to address your particular needs and concerns regarding how they will use your personal information. You understand and agree that when you provide personal information directly to a Mimecast Summit Sponsor or any other third party, that personal information will go to a non-Mimecast entity and we take no responsibility for how that party will use your personal information. For example, if you engage in a chat with a Mimecast Summit Sponsor, the Mimecast Summit Sponsor will have any personal information disclosed or provided to it by virtue of your participation in such chat.

6. Voice, Image and Other Materials. By accepting these Terms, you grant us and our affiliates and subsidiaries, and each of their employees, independent contractors, representatives, or agents the right to record and capture your image and/or any content you provide via the chat feature or in any media at the Mimecast Summit (the “Recordings”). By participating in the Mimecast Summit, you grant to us and our affiliates, agents, employees, and assigns an irrevocable, nonexclusive, perpetual, worldwide, royalty-free right and license to use, reproduce, modify, and distribute the Recordings, for any purpose relating to our business. You may not record in any manner, including but not limited to taking screenshots, the Mimecast Summit or any sessions or other content provided during the Mimecast Summit. If you are found to be doing so, you will be restricted from participating in the Mimecast Summit.

7. Waiver and Release. You acknowledge and agree that your participation in the Mimecast Summit is voluntary, and that you fully understand the nature of the Mimecast Summit. To the maximum extent permitted by law, you agree that you solely assume the risks associated with attending the Mimecast Summit and 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 us and our subsidiaries and 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 Mimecast Summit or the Recordings.

8. Government Officials. If you are a government employee or official, you must (i) identify yourself as such during the registration process for the Mimecast Summit (you may be asked to provide additional information regarding your government credentials); (ii) if you are offered free or discounted participation in the Mimecast Summit, disclose your participation to your employing government agency in advance, and obtain such agency’s permission for you to accept free or discounted participation; (iii) confirm your compliance with the foregoing upon request by Mimecast; and (iv) ensure that your registration and participation in the Mimecast Summit is consistent with your employing agency’s policies and/or the guidance issued by United States Office of Government Ethics regarding gifts and gratuities.

9. Limitation of Liability. WE AND OUR AFFILIATIES AND SUBSIDIARIES OR ANYONE ACTING ON THEIR BEHALF WILL NOT BE LIABLE TO YOU UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF WE HAVE 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, THE AGGREGATE LIABILITY UNDER THIS AGREEMENT OF US AND OUR AFFILIATES AND SUBSIDIARIES AND ANYONE ACTING ON THEIR BEHALF WILL NOT EXCEED USD \$100 (OR THE EQUIVALENT IN THE CURRENCY OF THE JURISDICTION WHERE THE PARTICIPANT IS DOMICILED AT THE TIME THE CLAIM AROSE). THE LIMITATIONS IN THIS SECTION APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

10. Force Majeure. We will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure is due to any cause outside of our reasonable control including but not limited to, acts of God, civil or military authority, acts of war, accidents, third-party computer or communications failures, natural disasters or catastrophes, extreme weather, strikes or other work stoppages.

11. Miscellaneous. The failure by us to enforce any provision of these Terms will not constitute a waiver of such provision nor limit our right to enforce such provision at a later time. All waivers must be in writing to be effective. 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 removed from these Terms, but the rest will remain in full force and effect. You will not assign or otherwise transfer these Terms or any of your rights and obligations under these Terms, without our prior written consent. Any assignment or transfer in violation of this section will be void. We may assign these Terms without your consent in connection with a merger, acquisition, or sale of all or substantially all of our assets or to any affiliate or as part of a corporate reorganization. Subject to the foregoing, these Terms will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. These Terms are entered into solely between, and may be enforced only by, us and you. These Terms will not be deemed to create any third-party rights or obligations. We may modify these Terms at any time by posting a revised version at the link on the registration page. The modified terms will become effective upon posting. By participating the Mimecast Summit after the effective date of any modifications to these Terms, you agree to be bound by the modified terms. We last modified these Terms on the date identified in the footer of this document. These Terms are the entire agreement between us and you regarding the subject matter of these Terms. These Terms supersede all prior or contemporaneous representations, understandings, agreements, or communications between us and you, whether written or verbal, regarding the subject matter of these Terms. We will not be bound by, and specifically object to, any term, condition, or other provision that is different from or in addition to the provisions herein. These Terms and any disputes hereunder will be governed by the laws of the Commonwealth of Massachusetts, without regard to its conflict of law principles, and any litigation concerning these Terms shall be submitted to and resolved by a court of competent jurisdiction in Boston, Massachusetts.