



## TERMS OF REGISTRATION AND ATTENDANCE FOR RETOOL EVENTS

In registering for this Retool event (the “Event”) as a participant or attendee (“Attendee” or “you”), you agree to the following terms and conditions (collectively, the "Agreement") with Retool Inc., Inc. (together with its affiliates, "Retool"). 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 in writing.

1. **Registration.** Attendees can register for the Event through the Retool events registration website ("Registration Site") or on-site at the Event, if available. If the Event is onsite, registration badges must be worn by Attendees at all times during in-person Events. Access to the Event will not be granted to you without proper credentials.

2. **Event Code of Conduct.** By registering for and participating in the Event, you agree to comply with all applicable fire, safety, and health regulations of the local, city, state, hotel(s), venues, and convention center(s). You must also comply with all applicable federal, state, local laws and ordinances, as well as any Retool policies and procedures as set forth in this Agreement, on the Registration Site, or as may otherwise be provided to you by Retool. 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 may be barred from returning without refund of the Attendee’s registration fee.

3. **Personal Release.** Photography, audio recording, screenshots and/or video recording (collectively and individually, “Recordings”) may occur at the Event by or on behalf of Retool. You agree that Retool may use or share any such photographs, screenshots or recordings containing your image, voice, or likeness, if captured, in connection with any advertising or promotional content, program or material for the Event, Retool, or for any other lawful purpose, including posting on public websites. However, Retool is not obligated to use your image, voice, name or likeness, or exercise any of its rights granted herein.

4. **Recordings or Use of Event Information by Attendees.** Recordings by Attendees are not permitted without the prior written consent of Retool. Notwithstanding the foregoing, Attendees may create and post Recordings of the Event to personal social media accounts for non-commercial purposes, unless otherwise notified at the time of such Recordings. 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. Except for social media content, you may not publish, distribute, sell, or otherwise make available any Event Information without receiving prior written consent from Retool. Furthermore, social media content shall not defame Retool, Event attendees, Event speakers, Event exhibitors or infringe any Retool intellectual property.

**5. Information You Provide Is Not Confidential; Feedback.** You understand and agree that Retool develops its own products and services and works with many other vendors and developers, and either Retool or these third parties could in the future develop (or already have developed) products similar to yours, including those you may disclose during the Event. You should not provide any information that you consider confidential during the Event and you agree that Retool is not subject to any confidentiality obligations or use restrictions related to information that you may provide in connection with the Event. You expressly agree that neither this registration for the Event nor your attendance at the Event limits Retool's right to develop or have developed for it products, concepts, systems or techniques that are similar to or compete with any plugins, products, concepts, systems or techniques contemplated by or embodied in information you disclose at the Event. For clarity, however, this paragraph, in itself, does not grant Retool any license under your intellectual property rights. You acknowledge that Retool shall be free to use or implement for any purpose any or all suggestions, ideas for improvement, and other feedback you provide regarding the Retool products or services, including completion of any evaluation forms, polls, or surveys provided to you by Retool (“Feedback”) and that no payment, royalty or other consideration whatsoever shall be due to you in connection with such Feedback.

**6. Event Programs and Capacity.** Retool reserves the right to modify the Event program and schedule, which is published as an indication only. Retool 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 entry to events, keynotes, experiences and sessions are on a first-come first-served basis and Retool will have no liability to Attendees who are unable to attend a full session.

**7. Disclaimer of Warranties.** Retool makes no warranties of any kind in respect of any aspect of the Event, Event Information, 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. The Event, Event Information, and related materials are provided on an "as-is" basis. Retool 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. Personal Information and Privacy.** Retool may use all data or information provided by you in connection with the Event in accordance with Retool’s Privacy Policy (<https://docs.retool.com/page/privacy-policy>). However, if Retool works with a third party sponsor (“**Sponsor(s)**”) to underwrite a portion of the costs associated with hosting the Event, Retool may provide these sponsors with access to first name, last name, email, your company, and job title, country, and answers to survey questions related to content or session for business development purposes, such as meeting you and your teammates at the Event and providing you with information about their products, services, features, offers, promotions, and events. By registering you acknowledge that you understand such use and storage of your information for future use. For in-person events, Retool provides Sponsors with badge scanners to assist in their networking at the Event, and allow them to collect your information for further outreach. By allowing Sponsors to scan your badge, you may be consenting to Sponsor’s use of your personal data for Sponsor’s own marketing purposes, in accordance with the information provided by that Sponsor. When attending a Retool event online Sponsors may hold breakout sessions. If you click to join one of the sessions the event Sponsor will have access to your information for further outreach. By

entering an online breakout session hosted by one of our Sponsors, you may be consenting to the Sponsor's use of your personal data for Sponsors's own marketing purposes, in accordance with the information provided by the Sponsor. It is the sole responsibility of each Sponsor to comply with data privacy laws regarding collection of your personal data and the sending of marketing communications.

9. **Indemnification.** You agree to defend, indemnify, and hold harmless Retool and the Event venue (including virtual Event hosting platforms, as applicable) 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. **Limitation of Liability.** **To the extent permitted by applicable law: (i) Retool will not be liable to you for any indirect, special, incidental, or consequential costs, damages or losses arising directly or indirectly from the Event, Event Information, or other aspect related thereto or in connection with this Agreement; and (ii) the aggregate liability of Retool for any direct claim in any way connected with, or arising from, the Event, Event Information, 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 Retool under this Agreement.**

11. **Governing Law; Venue.** This Agreement is governed by the laws of the State of California, without reference to conflict of laws principles. You hereby consent to the personal jurisdiction of the state and federal courts located in San Francisco County, California 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.

12. **General.** Retool's failure to exercise any right shall not be deemed a waiver of any further rights. Retool will not be liable for any failure to perform its obligations where such failure results from any cause beyond Retool'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 Retool 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 agreement between Retool and you relating to the use of Retool's products or services. Any mention of future functionality during the Event is intended to outline Retool's general product direction and is for informational purposes only. Any such mention should not be considered a commitment by Retool to deliver any material, code, or functionality, and should not be relied upon by you in making purchasing decisions. The development, release, and timing of any features or functionality remains at the sole discretion of Retool.