

## **IMPACT® Portal and Registration Services Terms**

**Welcome to the IMPACT® portal and registration site! Use of this site and associated services and content (collectively, the “Portal and Registration Services”) are subject to the terms and conditions contained in these IMPACT® Portal and Registration Services Terms (the “IRST”). In continuing to access or use our site, you agree to be bound by those terms and conditions within the IRST applicable to your use.**

By accessing or otherwise using the Portal and Registration Services you are affirm:

You understand and intend that the IRST is a legally binding agreement and the equivalent of a signed, written contract;

You will use all Portal and Registration Services in a manner consistent with applicable laws and regulations and in accordance with the terms and conditions of the IRST; and

You are responsible for all activities conducted using the account you create as part of the Portal and Registration Services.

If you do not agree with the terms and conditions in the IRST, you may not use or access the Portal or Registration Services. You should be aware, however, that the use of any Portal and Registration Services is subject to the terms and conditions of the IRST. This IRST will always be available for your review via a link including as part of the registration process and also on selected areas of the Portal and Registration Services. To view this ISRT click “Terms of Use.” Please carefully review the following terms and conditions.

The Portal and Registration Services are provided by Charles Schwab & Co., Inc. (“Schwab”, “we”, or “us”) or through our affiliates, suppliers, licensors, agents and designees.

## **REVISIONS TO ISRT**

Schwab may revise the IRST at any time, and you agree to be bound by future revisions. It is your responsibility to visit the links described above periodically to review the most current terms and conditions. You are urged to print a copy of the IRST for your records using the print functionality in your browser.

## **REGISTRATION; CANCELLATION OF REGISTRATION**

Registrations for IMPACT® will not be confirmed until the completed form and the correct payment is received and processed by Schwab. Registrants should obtain confirmation from Schwab before committing to other travel arrangements. Accommodation costs are not included in the registration fee. Attendees are responsible for making their own lodging and travel arrangements. Cancellation of hotel reservations and/or any travel expenses incurred are the sole responsibility of each registrant. We do not make any guarantees or in any way warrant the conference hotel, other conference venues, or any form of transportation used by registrants.

Registration fees made through the Portal and Registration Services may be paid by major credit card, wire transfer, or check. You authorize Schwab or its designee to charge your credit card for the registration fees and any other options you select. Payment of on-site registration must be made using a credit card. No cash will be accepted.

Registrations are non-transferable.

You may cancel your registration with a penalty of \$150 cancellation/processing fee at any time prior to October 12, 2017. After that date, you will forfeit your full registration fee.

### **REGISTRATION INFORMATION, PRIVACY, AND PERSONALIZATION**

In registering for IMPACT®, you will provide us certain identifying information (“**Registration**”).

You agree to provide true, accurate, current and complete information about yourself. You also agree not to impersonate any person or entity, misrepresent any affiliation with another person, entity or association, use false headers or otherwise conceal your identity from Schwab for any purpose. We agree to treat with care the information you entrust to us, in accordance with the disclosures we give during the Registration process and in our [Privacy Policy](#).

### **SCHWAB'S LICENSE TO YOU**

Schwab grants you a single, non-exclusive, non-transferable and limited personal license to access and use the Portal and Registration Services. This license is conditioned on your continued compliance with the terms and conditions in the IRST.

### **YOUR LICENSE TO SCHWAB**

Other than your Registration information, any communications or material of any kind that you e-mail, post or otherwise transmit through the Portal and Registration Services, including data, questions, comments, or suggestions (your “**Communications**”) will be treated as non-confidential and non-proprietary. You hereby grant a license to Schwab to reproduce, disclose, transmit, publish, broadcast, or post your Communications either on the Schwab Web site or elsewhere with no liability or obligation to you. Schwab is free to use any ideas, concepts, know-how, or techniques contained in your Communications for any purpose including, but not limited to, developing and marketing products using such information.

### **RECORDING AND PHOTOGRAPHY; RELEASE**

By attending IMPACT®, you consent to Schwab and its agents photographing and recording in video, audio, and all other formats now known or later developed all activities at IMPACT®. By attending IMPACT®, you irrevocably agree and consent that Schwab has the right to use, publish, display and/or exhibit your image and/or voice, as well as your name, picture, photograph, portrait, silhouette, and/or other reproductions of your likeness at IMPACT®

(collectively, your “**Image**”) and in connection with any advertising or promotional content, program, or material for Schwab and/or Schwab’s business and projects, or for any other lawful purpose. Schwab 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 photos of IMPACT® made available to you and all other attendees of IMPACT®, and they may retain and distribute those photos. To better understand conference attendee participation, your name badge will contain an RFID tag and barcode that will verify which activities or sessions you enter and leave. Schwab will use this information in the aggregate to assess the conference and to make improvements for next year. By attending IMPACT®, you acknowledge and agree to this.

#### **ADMITTANCE**

IMPACT® attendees are expected to behave professionally. Excessive use of obscene language, abusive behavior, or threatening behavior directed to any other attendee will not be tolerated. In our sole discretion, without refund, we reserve the right to refuse admittance to or remove from IMPACT® anyone behaving in a manner that could be disruptive to IMPACT® or any other attendee or exhibitor.

#### **WAIVER OF LIABILITY FOR PERSONAL INJURY AND PROPERTY DAMAGE**

I freely and voluntarily assume any and all risks of participation in IMPACT®, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with my participation in IMPACT® events or presence on the premises and the venues where IMPACT® and related events are held. This waiver and release will continue in full force and effect even after the conclusion of IMPACT®, on the premises of, or for the benefit of Schwab, and after the conclusion of my participation or presence at IMPACT®, whether by agreement, by operation of law, or otherwise. Schwab accepts no responsibility for loss or damage to personal property. Attendees are solely responsible for securing their property.

#### **BADGE SCANNING**

You may be asked to scan your badge at various exhibit booths and session rooms. Electing to have your badge scanned is at your sole option. When your badge is scanned by exhibitors, sponsors, and others, you are affirmatively opting-in to receiving communications from those entities. You will be subject to their communications and privacy policy and must opt-out with them directly. Schwab does not control and has no responsibility for these communications.

#### **VIEWS AND COMMENTS BY ATTENDEES**

The views expressed by any attendee, speaker, exhibitor, or sponsor at IMPACT® are not necessarily those of Schwab. All conference attendees, speakers, exhibitors, and sponsors are solely responsible for the content of any and all individual or corporation presentations,

marketing collateral, advertising, web content, or other materials or information they provide. Schwab has no control over nor any responsibility for the foregoing.

#### **UNAUTHORIZED SOLICITING AT IMPACT®**

“Suitcasing” and “out-boarding”, both as defined below, are prohibited at IMPACT®. Schwab reserves the right to remove any individual from IMPACT® if they are reported to be engaging in either of these activities and are not an IMPACT® sponsor or exhibitor. Schwab encourage attendees to support the paid sponsors and exhibitors. Schwab also encourages attendees not to listen to a sales pitch from a non-sponsor or exhibitor. “Outboarding” is when an attendee that should be a sponsor of the event instead decides to host their own competing event without the consent of the original event organizer. “Suitcasing” is when someone either registers as an attendee, or has no badge at all, when they should be registered as a sponsor of the event. They are actively trying to recruit business from attendees – by handing out flyers in hallways, leaving printed material on tables, etc. – without paying to be a sponsor.

#### **CHANGES AND CANCELATION**

We may at any time, with or without giving notice, in our absolute discretion and without giving any reason, cancel or postpone IMPACT®, change its venue or the makeup of the sessions, or withdraw any invitation to attend. In the event of cancellation of IMPACT®, we will issue a refund of registration fees, if any, paid for the event, but shall have no liability for any travel or other expenses incurred by you.

#### **INSURANCE**

Attendees, sponsors, and exhibitors are responsible for taking appropriate insurance coverage in connection with their attendance at IMPACT®. Where the participant is travelling from another location to attend the conference, appropriate travel insurance should be purchased independently and in advance of any travel or travel bookings

#### **THIRD PARTY MATERIALS**

As part of the Portal and Registration Services, you may view and be permitted to download certain educational, session-related, and other materials created by third parties. These materials are provided entirely as-is, without warranties of any kind. These materials were not created by Schwab and Schwab will have no liability for them. You are responsible for any decisions or actions made based on those materials.

#### **USE OF THIRD PARTY SERVICE PROVIDERS**

Schwab may use third party service providers to assist in providing certain Portal and Registration Services with or without notice to you (each, a “**Third Party Service Provider**”). Schwab may also change Third Party Service Providers or may itself provide certain of the

Portal and Registration Services without the assistance of such third party. You consent and authorize Schwab to delegate the authorizations you provide to Schwab to its Third Party Service Provider(s) as Schwab deems necessary or desirable to provide the applicable Portal and Registration Services to you. You agree that the terms and conditions of the IRST, including any of the other terms, conditions, warranty disclaimers and liability disclaimers incorporated into this ISRT, inure to the benefit of such Third Party Service Providers and such Third Party Service Providers are deemed to be third party beneficiaries of the IRST, including any other terms, conditions, warranty disclaimers and liability disclaimers incorporated into this ISRT. You also agree that all references to “Schwab” within the IRST and any incorporated terms are also deemed to include, where applicable, Schwab's agents, such as the Third Party Service Providers.

To protect the privacy and security of your personal information, Third Party Service Providers will only be authorized to use or maintain your personal information only in accordance with Schwab's privacy policy.

#### **NOTICES, COMMUNICATIONS, AND ELECTRONIC SIGNATURES**

You agree to accept all communications from us regarding use of the Portal and Registration Services at the addresses you provide during Registration. Schwab is entitled to rely on the e-mail address and U.S. mail address that you last provided to us. You agree to waive all claims resulting from failure to receive communications because of changes in your e-mail or U.S. mail address. From time to time, we would like to send you information about Schwab products and services. If you register for IMPACT®, you are granting Schwab permission to communicate with you by e-mail. You can opt not to receive such information from us in the future by following the instructions in any e-mail that we send to you.

You agree to be bound by any affirmation, assent, or agreement you transmit through the Portal and Registration Services you access by computer or other electronic device, including internet, telephonic and wireless devices, including but not limited to any consent you give to receive communications from us solely through electronic transmission. You agree that, when in the future you click on an “I agree,” “I consent” or other similarly worded “button” or entry field with your mouse, keystroke or other device, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.

#### **HYPERLINKS**

Schwab may make available links from the Portal and Registration Services to other, third party sites or electronic services providers that are not affiliated with Schwab. Schwab does not control these other sites or services, and Schwab makes no representations or endorsements whatsoever concerning those sites or services. The fact that Schwab has provided a link to a site is not an endorsement, authorization, sponsorship, or affiliation with respect to such site, its owners, or its providers. There are risks in using any information, software, service or product found on the

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YOU AGREE TO INDEMNIFY AND HOLD SCHWAB AND ITS AFFILIATES, AGENTS, EMPLOYEES, AND LICENSORS (INCLUDING THE THIRD PARTY SERVICE PROVIDERS) HARMLESS FROM ANY CLAIM, DEMAND, LOSS, COSTS OR EXPENSE, INCLUDING ATTORNEYS' FEES, MADE BY ANY PERSON ARISING OUT OF YOUR VIOLATION OF THIS ISRT, STATE OR FEDERAL SECURITIES LAWS OR REGULATIONS, ANY OTHER PERSON'S RIGHTS, INCLUDING BUT NOT LIMITED TO INFRINGEMENT OF ANY COPYRIGHT OR VIOLATION OF ANY PROPRIETARY OR PRIVACY RIGHT, OR ANY OTHER CLAIMS, INCLUDING PERSONAL INJURY, ARISING FROM OR RELATED TO YOUR USE OF THE PORTAL AND REGISTRATION SERVICES OR PARTICIPATION IN IMPACT®.

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SETTINGS; (iii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE PORTAL AND REGISTRATION SERVICES; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANYONE ON THE PORTAL AND REGISTRATION SERVICES; (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY, EVEN IF THE THIRD PARTY HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (vii) ANY OTHER MATTER RELATING TO THE PORTAL AND REGISTRATION SERVICES OR YOUR PARTICIPATION IN IMPACT®. YOU AGREE THAT YOU WILL NOT IN ANY WAY HOLD SCHWAB RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF, THIRD PARTIES (INCLUDING THIRD PARTY SERVICE PROVIDERS) IN CONNECTION WITH THE PORTAL AND REGISTRATION SERVICES OR YOUR PARTICIPATION IN IMPACT®.

Because some states prohibit the limitation of liability for consequential or incidental damages, in such states the limitation of liability only with respect to consequential or incidental damages may not apply to you, and the respective liability of Schwab and its Third Party Service Providers, employees, distributors and agents is limited to the greatest extent allowable under applicable law in those states.

In the event that a court or arbitration panel, as the case may be, should hold that the limitations of liabilities or remedies available as set forth in this IRST, or any portions thereof, are unenforceable for any reason, or that any of your remedies under this ISRT fail, then you expressly agree that under no circumstances will the total, aggregate liability of Schwab and its Third Party Service Providers, employees, distributors, agents or affiliates, to you or any party claiming by or through you for any cause whatsoever, exceed \$100 (U.S.), regardless of the form of action and whether in contract, statute, tort or otherwise.

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#### **GOVERNING LAW**

The IRST, and all future agreements you may enter into with Schwab, unless otherwise indicated on such other agreement, will be governed by the law of the state of California, without regard to conflicts of law principles thereof. This is the case regardless of whether you reside or transact business with Schwab in California or elsewhere. Unless a dispute would be governed by an applicable arbitration clause, you agree to submit to the personal and exclusive jurisdiction of the courts located within the City and County of San Francisco, California. If any part of the IRST is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.