Terms & Conditions of Attendance and Participation

These Terms & Conditions of Attendance and Participation ("Terms") govern your attendance at and/or participation at the Webinar organized by *Schneider Electric USA, Inc.*, a Schneider Electric Group company ("Schneider Electric"). The details of the Webinar are made available on the Webinar's online registration platform ("Platform"). The attendance to the Webinar may be free of charge or subject to an attendance fee as mentioned on the Platform, and the Webinar shall be held virtually.

By registering for the Webinar, you and your company are agreeing to these Terms, which form a legal contract between Schneider Electric and you. If you are registering on behalf of another person (either a natural person or legal entity), it is your responsibility to ensure that the said person is being made aware of these Terms and accepts them, so that by filling out the registration form to the Webinar, you represent and warrant that you have made the attendee or represented legal entity aware of these Terms and that the attendee or represented legal entity has accepted these Terms.

1. Webinar admission

1.1 Admittance. Your registration entitles you to admittance to the Webinar.

1.2 Your access to the Webinar is subject to Schneider Electric approval, which may be denied at Schneider Electric's sole discretion. The internal rules applicable to the Webinar shall apply without reservation to all participants to the Webinar. Schneider Electric reserves the right to definitively exclude from the Webinar any person whose behavior is deemed unacceptable upon reasonable assessment by the organizers.

1.3 You acknowledge and agree that Schneider Electric, in its sole discretion, reserves the right to change any and all aspects of the Webinar, including but not limited to, the Webinar name, scheduled topics, content, program, speakers, venue and time, or to cancel the Webinar. In such case, you shall not be entitled to claim compensation for any cost and/or damage incurred. Schneider Electric or its designated third-party service provider(s) supporting the organization of the Webinar, will do their best efforts to notify you in due time of any such changes.

2. Attendance Fee*

*(*Not applicable if the attendance to the Webinar is free of charge.)*

2.1 Attendance Fee. Your attendance fee(s) is specified on the registration page. Any and all other costs associated with your attendance (including, without limitation, any travel and/or accommodation expenses) shall be borne solely by you, so that Schneider Electric shall have no liability whatsoever for such costs.

2.2 Payment. The payment of the applicable fee(s) for the Webinar is due upon registration. If such payment is insufficient or declined for any reason, Schneider Electric reserves the right to decline your access to the Webinar and shall have no liability whatsoever in this regard.

2.3 Taxes. The fee(s) may be subject to sales tax, value added tax, or any other taxes and duties which, if applicable, will be charged to you in addition to the attendance fee(s).

3. Cancellation and refund policy*

*(*Not applicable if the attendance to the Webinar is free of charge.)*

After registering for the Webinar, if you cancel your attendance more than 4 (four) weeks prior to the date of the Webinar, you will receive an 90% (ninety percent) refund of the amount of your payment. If you cancel within 2 (two) weeks of the date of the Webinar, you will not be eligible for a refund; however, substitutions (subject to availability) may be arranged at the sole discretion of Schneider Electric.

4. Intellectual property

All rights (including intellectual property rights), title and interest in or relating to any information, content and materials provided to you within the course of the Webinar ("Content"), are and shall remain the exclusive property of Schneider Electric, its affiliates, its licensors and/or Webinar speakers ("IP Owners"), as applicable. No right or title to any Content is transferred or assigned to you. You may not use, reproduce, disclose or allow anyone else to use, reproduce or disclose any Content for any purpose whatsoever without prior written consent of the IP Owner(s).

5. Media

5.1 By accepting these Terms, you are informed and hereby consent to Schneider Electric, its affiliates, licensees, successors and assigns ("Beneficiaries") and, whenever applicable, any contractors instructed by or acting on behalf of Schneider Electric ("Contractors"):

(i) to take photographs or video footages of you, or otherwise interview you and record your voice, conversations and sounds, within the course of the Webinar (collectively the "Materials"); and

(ii) to use, reproduce, publish, republish, or otherwise transmit, in whole or in part the Materials, in an unlimited number of copies for any internal publications (either electronic or printed) and electronic media (including the Intranet, websites and social media that are either managed by or under Schneider Electric's or its Beneficiaries' control or name); and

(iii) to use, reproduce, publish, republish, or otherwise transmit, in whole or in part the Materials, in an unlimited number of copies for any external* publications (either electronic or printed), on television, radio and external* electronic media (including the Internet, websites, social media and digital communications), in conjunction with the commercial advertising or marketing activities of Schneider Electric's and its Beneficiaries' products and services.

*(*Other than Schneider Electric's and its Beneficiaries' internal publications and electronic media captured under the item (ii) above.)*

5.2 You hereby further:

(i) agree that the above consent is given in perpetuity (subject to applicable laws and regulations), for the entire world, on a free of charge basis;
(ii) agree that Schneider Electric (or any of its affiliates as the case may be) shall be the exclusive owner of any intellectual property rights, including without limitation copyrights, in or relating to the Materials, upon creation thereof;
(iii) irrevocably assign all intellectual property rights in the Materials to Schneider Electric;
(iv) waive any moral rights in relation to the Materials, including any right of inspection or approval of your image/voice or the uses of such image/voice, subject to Schneider Electric, its Beneficiaries and/or its Contractors retaining the integrity of the same and neither misrepresenting your words nor taking them out of context;
(v) represent that any statements made by you within the course of the Webinar are, to the best of your knowledge, true and do not infringe the rights of any third party.

5.3 The provisions under section 5 apply to the fullest extent possible under the laws governing these Terms, and without prejudice to section 6.

6. Data Protection

6.1 Schneider Electric has adopted the policies and practices of data protection described in these Terms and in its Data Privacy policy available at https://www.se.com/us/en/about-us/legal/data-privacy.jsp. A specific privacy notice for the Webinar is available at *https://custom-eur.cvent.com/F3F7E63CCD5A4E9CB5BAC59C79E3ED5A/files/d1e8865f86ee46f590f2a90a85faf1df.pdf*.

6.2 When you register to the Webinar, you will be provided with an option to receive news and commercial information from Schneider Electric and its affiliates via electronic means such as email.

6.3 Schneider Electric may also use your contact information (full name, job title, company, email address, mobile number, country) to contact you after the Webinar in relation with the follow-up of the activities performed during the Webinar. If you do not wish Schneider Electric to contact you or you desire to exercise any data subject rights, like consent´s withdrawal, please communicate this directly to Schneider Electric at: Global-Data-Privacy@schneider-electric.com.

6.4 Except as described herein, Schneider Electric shall not sell, rent or otherwise share or disclose your private, personally identifiable information to third parties.

7. Warranties and limitation of liability

7.1 Schneider Electric gives no warranties in respect of any aspect of the Webinar or any Content and, to the fullest extent possible under the laws governing these Terms, disclaims all warranties (either express or implied), including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness, merchantability or non-infringement. Neither Schneider Electric nor its affiliates can accept any responsibility or liability for reliance by you or any person on any aspect of the Webinar and/or any Content.

7.2 Unless required by applicable law, neither Schneider Electric nor its affiliates shall be liable for any direct, indirect, incidental, special, punitive or consequential damages suffered or incurred by any participant or the legal entity he or she represents, such as but not limited to loss of revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of reputation or waste of management or office time, arising directly or indirectly from the Webinar or other aspect related thereto or in connection with these Terms.

7.3 Without prejudice to section 7.2, in case the attendance to the Webinar is not free of charge, Schneider Electric's total and aggregated liability arising out of or in connection with these Terms or the Webinar - whatever the legal ground for liability - shall be limited to the amount paid by you or your company to Schneider Electric under these Terms to attend the Webinar.

8. Applicable law and disputes resolution

8.1 These Terms shall be governed by and construed in accordance with the laws of the country or, as applicable, the state where Schneider Electric organizing the Webinar has its registered office or principal place of business, to the exclusion of its conflict of law rules and principles.

8.2 Any disputes arising out or in connection with the interpretation, the validity or the performance of these Terms or otherwise related to the Webinar, will be submitted to the exclusive jurisdiction of the competent courts of the country or, as applicable, the state / city where Schneider Electric organizing the Webinar has its registered office or principal place of business.

9. Specific terms relating to leads capture*

*(*Only applicable in case of participation of Leads Capture Participants, as defined below.)*

9.1. Schneider Electric may, at its sole discretion, propose to you or any other participants to act as a "Leads Capture Participant" during the Webinar. You recognize and agree that Leads Capture Participants shall be authorized to interview and collect, via communication tools and materials provided by Schneider Electric (as the case may be), from other participants to the Webinar (each an "Interviewee") any expression of interest or potential business opportunities that Interviewees may have in relation with Schneider Electric's or its affiliates' products, services or solutions ("Leads Capture"). The company name(s) of the Leads Capture Participant(s) will be made available to all participants either before or, at the latest, during the Webinar.

9.2. Whenever a Leads Capture activity takes place, you may confirm your interest in participating to said Leads Capture activity as Interviewee with the Leads Capture Participant(s) of your choice by any means made available to you by Schneider Electric. By expressing your interest, you consent to Schneider Electric and its affiliates to provide your details (including the details of your company) to those selected Leads Capture Participants.

9.3. As Interviewee, you remain free to disclose (or not) any type of information to the Lead Capture Participant. You understand and agree that the information collected from you as Interviewee by the Leads Capture Participant may be disclosed without limitation to Schneider Electric and/or its affiliates, to the exclusion of any third-party. Such disclosure will be made for the sole purpose of facilitating the opportunity for Schneider Electric, its affiliates and/or the Leads Capture Participants (as the case may be) to initiate and/or pursue business discussions with you or your company.

9.4. Subject to the provisions set forth in Section 5.1, Schneider Electric shall, and shall cause its affiliates and the Leads Capture Participants to, keep in strict confidence, during three (3) years from the last day of the Webinar, any Confidential Information received in accordance with Section 9.3; where, for the sake of this Section 9.4, "Confidential Information" shall mean any information received from you as Interviewee in the course of the Leads Capture activity, either in writing, electronically, orally or visually, such as but not limited to technical, financial or business information explicitly marked or identified as confidential at the time of disclosure.

9.5. The obligation of confidentiality defined above shall not apply to the information which Schneider Electric, can demonstrate:

(a) is or becomes part of the public domain prior to, or after the disclosure thereof and in such case through no wrongful act of Schneider Electric or its affiliates; or
(b) is already known to Schneider Electric or its affiliates prior to disclosure and is not subject to any confidentiality undertaking; or
(c) has been lawfully received without any obligation of confidentiality by Schneider Electric or its affiliates from a third party who is, to the best of its/their knowledge, under no obligation of confidentiality to you; or
(d) is developed, at any time, by Schneider Electric or its affiliates, independently of any such disclosure by you; or
(e) is approved for disclosure by you; or
(f) is required to be disclosed by Schneider Electric or its affiliates in response to a valid order of a court or authorized government agency.

9.6. Schneider Electric shall bear no liability with regard to any discussion, relationship or transaction which may be pursued or entered into at any time whatsoever between you (including your company) and any Leads Capture Participants as a result of the Leads Capture activity.

10. Amendment

Schneider Electric reserves the right to amend the present version of the Terms at its own discretion at any time. The amended Terms shall become effective upon publication on the Platform. They will only apply with regards to Webinars scheduled after the said amended Terms become effective.

Last updated: February 2024