

Program & Participant Terms & Conditions

Last Updated: October 23, 2020

*Thank you for applying to participate in our conference, summit, series, or program (each a “**Program**”) hosted by Singularity Education Group, a California benefit corporation doing business as Singularity University (“**SU**,” “**Singularity**,” “**us**,” “**our**” or “**we**”). These Program & Participant Terms and Conditions (the “**Terms**”) cover the terms between you (“**you**” or “**your**”) and SU, and govern your participation in any Program. By submitting your registration to participate in a Program, you confirm your intent to register in the Program and acknowledge that you have read, understand and agree to these Terms, including any applicable policies – such as our [Privacy Policy](#), which apply to both your registration and your attendance. After submitting your registration, you may be sent by email, program-specific policies or additional terms, which in addition to these Terms govern your participation in the Program. If you do not agree with these Terms, you cannot register or participate in any Program.*

Fees and Payment

*In order to secure your place at the designated Program, the full program fee (the “**Program Fee**”) is due and payable either at the time of registration by credit card, or by invoice. Invoice payments must be made 30 calendar days from the program start date. (the “**Final Payment Deadline**”). You acknowledge and agree that Program*

Fees for any Program are non-refundable, and that registrations are specific to you, are non-transferable, and do not cover any guests. If full payment is not received by SU by the Final Payment Deadline, you will be deemed to have canceled your Program registration, and your seat at the designated Program may be offered to someone else.

Refunds

Partial refunds are allowed under the following schedule and conditions. Please note that all refunds are at the discretion of SU. Once a confirmation of unavailability to attend has been received by SU, we provide 15 business days to commit to any of the following options available. If none of these are accepted and executed, no refunds will be allowed.

- *More than 90 days before program start date: 90% refund or rollover to one of the next 3 cohorts*
- *Between 90 and 45 days before program start date: 50% refund or rollover to one of the next 3 cohorts*
- *Between 45 and 15 days before program start date: 25% refund or rollover to one of the next 3 cohorts*
- *Fewer than 15 days before program start date: no refund*
- *No refund once a rollover option has been selected.*

Cancellation by Singularity University

SU may, at its sole discretion, cancel any Program with ~~in~~ 21 calendar days notice for any reason. If SU cancels a Program, SU will refund to you in full all paid Program Fees, or you may make an Extension Request (as defined below).

Payment Verification

All payments submitted on your behalf are subject to SU Finance Department verification. In the event of a dispute regarding whether you have made a payment, you must provide a copy of all supporting documentation via email admissions@su.org within three business days of receiving such request.

SU Video and Recording Rights

*In consideration of your selection to participate in the Program, including any lectures, group sessions, and other calendared events associated with those events (the “**Recorded Event**”), you hereby agree as follows:*

*Likeness Release. You acknowledge that SU and authorized third party media teams may capture the Recorded Event and/or portions thereof, voluntary interviews, informal discussions, or other footage. SU hereby has rights to use your use your name, voice, photograph, and likeness to the extent captured in photos, live-stream, film, audio recordings, or other media; and/or transcripts thereof, and any questions, quotations-or statements made by you, and any biographical information submitted by you, during or relating to the Recorded Event or any other SU events or programs that you may attend (collectively, the “**Materials**”) including information submitted by you to SU in any form (such as via the online portal dedicated to the audience members of the Recorded Event) unless otherwise waived explicitly. You hereby irrevocably authorize SU and its affiliates, assignees, and sublicensees (the “**SU Parties**”) to capture, live-stream, reproduce, distribute, display, perform, prepare derivative works of, modify, and use the Materials for any lawful purpose (worldwide, in any manner or media now known or herein after created, and in perpetuity) of the SU Parties' business, including providing the SU Parties' products and services, advertising and promoting SU and its products and services, inclusion on SU's websites, licensing to third parties, and other commercial exploitation.*

No Compensation or Inspection. You understand and acknowledge that you will not be paid any compensation in connection with your Materials and you hereby waive any right that you may have to inspect and/or approve your Materials. To the extent permitted by law, you also waive any “moral rights” you may have in the Materials.

Release of SU

*You voluntarily release the SU Parties from any and all claims, known or unknown, in connection with the use of your Materials as described above, which you have consented to and authorized by accepting these Terms. You also release SU from any and all claims, known or unknown, related to any injury or loss you may sustain as a result of your participation in the Program. In giving this release, you acknowledge that you have read and understand Section 1542 of the California Civil Code, which reads as follows: **“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”** You expressly waive and relinquish all rights and benefits under this section and any law of any jurisdiction of similar effect with respect to your release of any unknown or unsuspected claims you may have against any SU Parties.*

Communications

SU may contact and/or send communications to you from time to time in conjunction with the Program and other SU programs. Such communications may be in the form of (a) an email sent to an address you provided or (b) through other means including mobile number, telephone, or mail. Communications may include, but not be limited to, pre-work, program announcements, marketing materials, and updates or changes regarding the Program. You agree that SU may share your information (such as name and email address) with third parties working with SU in connection with a Program.

Proprietary Rights

*SU and/or its licensors and suppliers retain ownership of all right, title and interest in the Program, SU website, and any other SU proprietary documents, software, tools, and other materials (“**SU Materials**”), and except for those use rights expressly granted in these Terms, no other rights or licenses are granted or to be implied. You will not use such proprietary content, information or SU Materials in any way whatsoever that is inconsistent with these Terms or that infringes any intellectual property rights of SU or any third party. No portion of the SU site or Program, including any content therein, may be redistributed, translated, modified, or reproduced in whole or in part- including scraping the site or copying SU Materials for posting on a SingularityU site. In addition, you acknowledge that SU is the lawful owner of the names, “Singularity Education Group,” “Singularity University,” “Exponential Conference Series,” “Exponential Medicine,” “Exponential Finance,” “Exponential Manufacturing,” other conferences titled “Exponential,” and “SU Labs” and its associated trademarks and service marks including “Ten to the Ninth Plus” or “10⁹+” used in its activities, and any and all other SU trademarks, service marks, graphics and logos used in connection with the Program, and you agree that unless you have received advance written approval from a senior manager of SU, you will take no action inconsistent with SU’s ownership of its names, trademarks, and service marks, including without limitation any incorporation of any of the foregoing into a longer name or other logo. For the avoidance of doubt, and without placing any limitation on the foregoing, you expressly agree not to place the logo or other trademarks of SU on any product being offered for sale, promotional or any other commercial purposes whether in a physical or online format and you agree not to open social media accounts using the name singularity university or derivations thereof. Other trademarks or logos used in connection with the Program may be the trademarks of their respective owners. You are not granted any right or license in any*

of the foregoing trademarks, and further agree that you shall not remove, obscure or alter any proprietary notices (including trademark and copyright notices) that may be contained within any SU Materials or provided during the Program.

Code of Conduct: Zero Tolerance Policy

The blend of ideas, experiences, and cultures that Program participants bring with them to SU makes the Program a unique and memorable experience. While SU encourages open dialogues and exchange of ideas, SU is committed to the health, safety, and dignity of each Program participant, SU employees and visitors. Accordingly, during your participation in the Program including during lectures, time spent in program accommodations, off site visits and transportation to and from events, you are prohibited from engaging (physically or digitally) in disruptive, threatening, violent, or discriminatory behavior, or unwelcome sexual advances.

- *Disruptive behaviors include yelling, using profanity, waving arms or fists, verbally (or in writing) attacking or abusing others, use of illicit substances, abuse of drugs or alcohol, and refusing reasonable requests to change one's behavior when requested by a member of SU staff.*
- *Threatening behavior includes physical actions short of actual contact or injury (such as moving aggressively into another's personal space), as well as direct or implied oral or written threats to people or property.*
- *Violent behavior includes any physical assault, with or without weapons; behavior that a reasonable person would interpret as being potentially violent (throwing things, pounding one's fist on a desk or door, or destroying property), or specific threats to inflict physical harm.*
- *Discriminatory behavior includes in any type of harassment that creates an intimidating, hostile, or offensive environment for your fellow Program participants or for SU employees or guests, including, but not limited to, verbal,*

visual, or physical conduct that discriminates on the basis of sex, race, national origin, color, religion, age, disability or veteran's status.

- *Unwelcome sexual advances include: (i) graphic or degrading comments about an individual or his or her appearance; (ii) the display of sexually suggestive objects or pictures; (iii) subtle pressure for sexual activity; and (iv) physical contact or blocking movements.*

If you feel that a fellow Program participant is behaving in a manner that is inconsistent with this policy, promptly report the incident to SU staff. SU will not tolerate any behavior in violation of this policy and if SU's Chief Executive Officer or his or her designee determines that you have violated this provision, you will be asked to leave the Program either for the day, or for the remainder of the Program, with no refund for any portion of your paid Program Fees, and if appropriate, law enforcement authorities may be called. In addition, you may be excluded from future SU-branded events or programs.

Feedback

*We welcome your suggestions, ideas, comments and other feedback regarding the Program ("**Feedback**"). Please feel free to send any Feedback at the contact address below. Please understand that by providing Feedback to us, you grant us the right to use the Feedback without any restriction or any compensation to you.*

Changes

SU reserves the right at any time to modify these Terms and to impose new or additional terms or conditions on your participation in a Program. Such modifications and additional terms and conditions will be effective immediately and incorporated into these Terms. Your continued participation in a Program will be deemed acceptance thereof.

Privacy

You consent to your information (name, email, etc.) being transferred and processed in the United States, and treated in accordance with SU's Privacy Policy, which is incorporated by reference into these Terms and can be viewed at:

<https://su.org/privacy-policy/>.

General

You represent that you are over the age of twenty one, that you have the power and authority to enter into these Terms, that you have no pre-existing obligation that may restrict or limit your ability to enter into these Terms, and that these Terms will be binding on your heirs, representatives and assigns. You agree that for the duration of the Program or any future Program, as the case may be, that you will have and maintain health insurance coverage. SU makes no representations or warranties, statutory, express, or implied regarding the effect or results of participating in a Program.

Governing Law; Dispute Resolution

The Programs are managed by SU, which is located in Santa Clara County, California. You agree that any dispute related to these Terms will be governed by the laws of the State of California, excluding its conflicts of law provisions. Any action under or relating to these Terms shall be brought solely in the state and federal courts located in California, with sole venue in the courts located in and serving Santa Clara County, and each party hereby submits to the personal jurisdiction of such courts, except that SU may seek relief in any court of competent jurisdiction to protect or enforce its intellectual property and proprietary rights. You hereby waive any and all equitable and injunctive rights and acknowledge that your sole remedy for a breach of these

Terms or otherwise shall be an action at law for damages. The above release and waiver are irrevocable.

Miscellaneous

If for any reason a court of competent jurisdiction finds any provision of these Terms to be unenforceable, the remainder of these Terms shall continue in full force and effect. Failure by SU to enforce any provision of these Terms shall not be deemed a waiver of future enforcement of that or any other provision. These Terms, which may be freely assigned by SU, constitutes the entire agreement between you and SU with respect to the subject matter hereof, and any and all written or oral agreements previously existing between you and SU are expressly canceled. The foregoing documents may only be amended through a written instrument signed by you and an authorized officer or agent of SU. Notices will be deemed given by SU when sent to you at the email address or mailing address you provided. All notices to SU relating to these Terms will be deemed given (a) when delivered personally, (b) three business days after having been sent by commercial overnight carrier with written proof of delivery, and © five business days after having been sent by first class or certified mail, postage prepaid, to this SU address: 2831 Mission College Blvd, Santa Clara, CA 95054-1838, Attention: Legal.

You consent to receive notices by email and agree that any such notices that SU sends you electronically will satisfy any legal communication requirements. Except as otherwise stated, these Terms constitute the entire agreement between us with respect to the use of the SU site and Services, and supersedes all prior understandings and agreements regarding its subject matter. If you are located in the province of Quebec, Canada, then the following clause applies to you: The parties hereby confirm that they have requested that these Terms and all related

documents be drafted in English. Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.

Contact Information

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