

Softcat-sourced material and event / webinar attendance terms (“Terms”)

1. Introduction:
  - a. Where you are attending an event, seminar, conference, discussion panel, webinar, conference call or similar (“Event”) which has been organised by Softcat plc (“Softcat”), we welcome the attendee (“you”) to such Event. In attending the Event, you accept the following terms of attendance.
  - b. Where you are provided with (whether at an Event or otherwise), or source yourself (whether via Softcat directly or via some other route), materials created by Softcat for marketing, information or any other purpose (whether delivered verbally, in print, on recorded media or in any other manner) (“Softcat Materials”)
2. Consideration: you agree that (a) Softcat’s delivery of, and your attendance at, the Event, and/or (b) Softcat’s supply, or your sourcing, of the Softcat Materials, shall constitute the necessary consideration on the part of each of us to give rise to the enforceability of these Terms.
3. Exclusion of liability:
  - a. Softcat is not liable for any damages arising in contract, tort or otherwise from the use of or inability to use the information or content provided at the Event and/or any Softcat Material, or from any action or decision taken (whether by you or any other person) as a result of attending the Event or making use of the Softcat Material.
  - b. Softcat provides the Softcat Material and access to the Event using a commercially reasonable level of skill and care. However, to the extent permitted by applicable laws, these are provided on an “as is” and “as available” basis. Softcat hereby expressly disclaims all warranties of any kind, express or implied, including, but not limited to, implied warranties of accuracy, non-infringement and fitness for a particular purpose. By way of example, Softcat makes no warranty that (a) the Event or Softcat Material (or any portion of them) will meet your requirements or expectations; or (b) the results that may be obtained from your application of the Softcat Material will be accurate or reliable.
  - c. The Softcat Material comprises Softcat's views based on general observations and accepted practice; they do not constitute legal or other professional advice, particularly as would be applicable to your specific circumstances. You should consult your professional adviser for legal or other advice.
  - d. Notwithstanding the above, any views or opinions provided at an Event (or attributed to an individual in the Softcat Materials) are those of the author only and do not necessarily represent the views or policies of any of Softcat. Softcat is not responsible for the content provided by any third party at the Event, which shall be considered part of the Softcat Material for the purposes of these Terms.
  - e. Nothing in these Terms is intended to exclude or limit any condition, warranty, right or liability which may not be lawfully excluded or limited.
4. Audio and/or video recording:
  - a. You acknowledge and agree that Softcat may take photograph and/or audio/video recordings (together, “Recordings”) of the Event which may feature your image, and that Softcat may store those Recordings and/or publish them in physical, online or

other media for presentations, promotional materials, in the advertising of Softcat's goods or services.

- b. You are strictly prohibited from making audio and/or video recording (or a transcript) of all or any part of the Event or the Softcat Material. In the event you do make such recording it shall itself be considered Softcat Material for the purposes of these Terms, and you are not permitted to make it available to any other person or organisation. The exclusions and limitations in these Terms apply to such recording in the same manner as they do the Softcat Material provided at the Event.
5. Indemnification: You agree to defend, indemnify and hold Softcat, and its affiliates and subsidiaries, and each of its and their respective officers, directors, agents, co-branders, licensors, payment processing partners, other partners and employees (including third parties delivering Softcat Material at and/or in attendance at the Event), harmless from any and all damage (whether direct, indirect, incidental, consequential or otherwise), loss, liability, cost and expense (including, without limitation, reasonable attorneys' and accounting fees) resulting from any claim, demand, suit or proceeding (whether before an arbitrator, court, mediator or otherwise) (each a "**Claim**") due to or arising out of: (a) your breach of these Terms; (b) subject to section 3.e, your attendance at the Event, or (c) your use of the Softcat Material.
6. Basis of contract: to the extent not irrelevant, Softcat's standard terms and conditions of purchase, available for review at <https://www.softcat.com/terms-and-conditions>, and Softcat's privacy policy, available for review at <https://www.softcat.com/privacy-policy>, are deemed incorporated into these Terms.

