

## [SNOWFLAKE SUMMIT SOCIAL NETWORKING TERMS OF USE](#)

Welcome to the social networking portion of the website offered by Snowflake Computing, Inc. (“**Snowflake**,” “**we**,” or “**us**”) in connection with our upcoming conference known as the Snowflake Summit 2019 (the “**Snowflake Summit**”). This page explains the terms by which you may use our online services, web site, mobile apps and other related software provided on or in connection with the social networking portion of the Snowflake Summit website (herein, the “**Service**” or the “**Snowflake Summit Network**”).

### [About this Agreement](#)

These Snowflake Summit Social Networking Terms of Use (“**Agreement**”) constitute a legally binding agreement between you and Snowflake. By accessing or using the Snowflake Summit Network, you are deemed a “**User**” under the terms of this Agreement and thereby signify that you have read, understood, and agree to be bound by the terms of this Agreement. If you open a Snowflake account or register for the Snowflake Summit on behalf of a company, organization, or other entity, then (a) “**you**” includes you and that entity, and (b) you represent and warrant that you are an authorized representative of such entity with the authority to bind such entity to this Agreement, and that you agree to this Agreement on such entity’s behalf.

In addition to the terms of this Agreement, we also may provide rules of participation (“**Rules**”) for certain activities and services including, but not limited to, contests and sweepstakes, partner sponsorship programs, Snowflake Summit registration and attendance, and other activities. Our Snowflake Rules are hereby incorporated in this Agreement by reference. This Agreement applies whether you access the Snowflake Summit Network via a personal computer, a mobile device or any other technology or devices now known or hereafter developed or discovered (each, a “**Device**”) and regardless of whether you are accessing the Service as a User or via other means.

We reserve the right to amend this Agreement at any time and without notice. If we do this, we will post the amended Agreement on this page and indicate at the top of the page the date the Agreement was last revised. Your continued use of the Service after any such changes constitutes your acceptance of the new Agreement. If you do not agree to any of these terms or any future terms applicable with to this Agreement, do not use or access (or continue to access) the Service.

### [Snowflake Summit Network Accounts](#)

The Snowflake Summit Network is offered and made available only to users 21 years or older. By your use of the Service, you certify that you are at least 21 years of age. If you are not yet 21 years old, please discontinue using the Service immediately and do not send any information about yourself. If we discover that anyone under age 21 has provided us with personal information, we will delete it.

Upon establishing a Snowflake Summit Network account, Users are allowed to create personal profiles online, display content, share information and comments, and establish a network of relationships – all within the Snowflake Summit Network.

When creating your Snowflake Summit Network account, you must provide accurate, current and complete information. You are solely responsible for any activity that occurs on your Snowflake Summit Network account, and you must keep your Snowflake Summit Network account password and/or your associated login information (collectively, “**User ID**”) secure. You may not sell, assign or transfer your Snowflake Summit Network account or User ID to any third party. Snowflake will not be liable for any losses caused by any unauthorized use of your Snowflake Summit Network account or User ID.

You may never use another User’s Snowflake Summit Network account or User ID. The words “**use**” or “**using**” in this Agreement, means any time a User or other user, directly or indirectly, with or without the aid of a machine or device, does or attempts to access, interact with, use, display, view, print or copy from the Service, transmit, receive or exchange data or communicate with the Service, or in any way utilizes, benefits, takes advantage of or interacts with any function, service or feature of the Service, for any purpose whatsoever.

You will have access to the Snowflake Summit Network during Snowflake Summit and for two (2) weeks thereafter. You will not be able to access any content contained via the Snowflake Summit Network after such time. Notwithstanding the foregoing, we reserve the right, in our sole discretion, to modify or delete your display name and/or Profile Data (as defined below) at any time, without notice or responsibility to anyone.

## Usage Rules

You agree not to engage in, and we may reject, remove, or otherwise handle as we deem appropriate, any activities that we deem in our sole discretion, may constitute, any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated “scraping”; (ii) transmitting spam, chain letters, phishing, junk mail, pyramid schemes or other unsolicited email; (iii) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service or Snowflake; (iv) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (v) uploading invalid data, viruses, worms, or other disruptive, damaging or harmful files, programs or other software agents through the Service; (vi) collecting or harvesting any personal information, including account names, from the Service; (vii) violating or infringing the rights of anyone else, including, for example, other people's copyright or right to privacy; (viii) use of the Service as a means to threaten, stalk, harass, bully, abuse, exploit, insult or otherwise harm anyone else, (ix) using the Service for any commercial solicitation purposes (including without limitation, for purposes of circulating advertising, promotional or marketing materials); (x) impersonating another person or otherwise misrepresenting your affiliation with

a person or entity, or conducting fraud, hiding or attempting to hide your identity; (xi) accessing any content on the Service through any technology or means other than those provided or authorized by Snowflake; (xii) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation, features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein; (xiii) activities that constitute, endorse or solicit criminal activity; or (xiv) activities that otherwise violate this Agreement the Rules, or any applicable law or regulation.

You are solely responsible for your interactions with other Snowflake Users. We reserve the right (without limiting our other rights), but have no obligation, to monitor use of the Service, the Snowflake Summit website and communications and disputes between you and other Users, at any time and without notice or responsibility to anyone. Snowflake shall have no liability for your interactions with other Users, or for any User's action or inaction.

We may, without prior notice and liability, change the Snowflake Summit Network and/or stop providing or allowing access to the Snowflake Summit Network or features of the Snowflake Summit Network, to you or to Users generally. To protect our Users and partners from unauthorized advertising or solicitation, we reserve all rights, including, for example, to restrict the number of communications sent on or through the Service. Upon termination of your access to the Service for any reason or no reason, you continue to be bound by this Agreement.

## User Content

The Service may allow Users to post content such as Profile Data (as defined below), meeting requests to other Users, messages to other Users, and other content or information (any such materials a User submits, posts, displays, or otherwise makes available on the Service is "**User Content**"). You must own or have the rights to the User Content you submit, and you must own or have the rights to grant all consents, rights and licenses described in this Agreement. If you do not exclusively own these rights, you must have all necessary consents, rights and licenses to enter into and comply with this Agreement. Upon our request, you will provide us with any required documentation to verify your compliance with this Agreement. You retain ownership of your User Content and we do not acquire ownership rights in User Content that you submit on or through the Service. We are acting only as a host, bulletin board or conduit for submitted User Content, with all the specific rights granted by you in this Agreement.

You agree not to post User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, hateful, defamatory, obscene, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise),

libelous, bullying, threatening, profane, exploitive, violent, sexually suggestive or explicit, indecent or otherwise objectionable, or that may impair other people's use or enjoyment of Snowflake, the Snowflake Summit or the Snowflake Summit Network; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; (viii) contains any information or content that you know is not correct and current; (ix) will result in the requirement of us to pay or incur any sums to any person or entity as a result of our use or exploitation of your User Content; or (x) is subject to any guild or union collective bargaining agreement and you understand that we are not signatory to any such agreement and that we are not responsible for providing guild or residual payments in connection with such submission and use. You agree that any User Content that you post does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights (as defined below) or rights of privacy.

If you become aware of any other User's Profile Data, User Content or other material made available through the Service that appears to be infringing of any third party rights including, without limitation, any third party Intellectual Property Rights, or otherwise violates this Agreement (for example, by containing adult material, hate speech, spam or phishing materials), you must report it to us for review. Snowflake reserves the right, but is not obligated, to reject and/or remove any User Content that Snowflake believes, in its sole discretion, violates this Agreement or applicable law. If we receive notice of any claim of infringement that satisfies certain legal requirements, such as notice and takedown requirements under U.S. copyright law, we may at our discretion, remove User Content associated with the claim. We reserve the right to provide information to law enforcement officials, government agencies and pursuant to judicial or regulatory compulsion, in order to protect the rights, interests or safety of our Users, us, our affiliates or the public, or in order to comply with legal, regulatory, audit or compliance obligations.

For the purposes of this Agreement, "**Intellectual Property Rights**" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, database rights, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, province, country, territory or other jurisdiction.

In connection with your User Content, you affirm, represent and warrant the following:

A. You have the written consent of each and every identifiable natural person in the User Content to use such person's name or likeness in the manner contemplated by the Snowflake Summit Network and this Agreement, and each such person has released you from any liability that may arise in relation to such use.

B. Your User Content and Snowflake's use thereof as contemplated by this Agreement and the Service will not violate any law or infringe any rights of any third party, including but not limited to any Intellectual Property Rights and privacy rights.

C. Snowflake may exercise the rights to your User Content granted under this Agreement without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise.

Snowflake takes no responsibility and assumes no liability for any User Content that you or any other User or third party posts or sends over the Snowflake Summit Network. You shall be solely responsible for your User Content and your Snowflake Summit Network account, including, for example, any communications and submissions made under your Snowflake Summit Network account and the consequences of posting or publishing any of your User Content, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. We are not responsible for lost or damaged User Content and we do not guarantee the truthfulness, accuracy or reliability of any User Content, nor do we endorse or support any views or opinions expressed in any User Content. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you agree that Snowflake shall not be liable for any damages you allege to incur as a result of User Content. Any views expressed in User Content are those of the User who posted such User Content and not Snowflake, and Snowflake does not endorse or approve any such views.

We do not control any User Content submitted. However, if we determine, in our sole discretion, that any of your User Content violates this Agreement or is unacceptable to us for any other reason, we may: (a) reject, edit, reformat or remove the User Content; (b) refuse to allow you to submit other User Content; and/or (c) terminate your access to or use of the Service. We disclaim all responsibility related to any monitoring, modification or removal of User Content or any failure to do so.

### User Content License Grant

By submitting any User Content on or through the Snowflake Summit Network, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to Snowflake and each of its affiliates, a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to host, use, reproduce, modify, publish, list information regarding, edit, translate, reformat, distribute, syndicate, publicly perform, publicly display, broadcast, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, in whole or in part, and in any form, media, services, platforms or technology, whether now known or hereafter developed, for use in connection with the Snowflake Summit Network and Snowflake's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Snowflake Summit or the Snowflake Summit Network (and derivative works thereof) in any media formats and

through any media channels. You also hereby grant each User of the Snowflake Summit Network a non-exclusive, royalty free, worldwide license to access your User Content through the Snowflake Summit Network, and to use, reproduce, distribute, display and perform such User Content as permitted through the functionality of the Snowflake Summit Network and under this Agreement. The licenses granted to us and our affiliates will begin immediately upon submission of your User Content and continue indefinitely, unless and until terminated by us. Nonetheless, you acknowledge that we need not accept, host, display, or use any submitted User Content (or take advantage of any particular licenses or rights granted or available to us) and we may, in our sole discretion, remove or refuse to use or do anything at all regarding User Content.

You release us and each of our affiliates from any claims demands or actions in connection with all User Content, including, but not limited to, responsibility for any use or nonuse of User Content and claims for defamation, violation of the rights of privacy or publicity, emotional distress or economic loss. We and each of our affiliates may assign or otherwise transfer, subcontract or delegate to or engage third parties to perform or benefit from its/their rights or obligations to other parties, without any accounting, reporting, notice or other responsibility to you. You also forever waive all moral rights recognized in connection with User Content and any rights granted under this Agreement.

#### [Our Proprietary Rights and Your Limited License Grant to the Service](#)

Provided that you meet our eligibility requirements and comply with this Agreement, we grant you a limited license to access and use the Service. This limited license is non-exclusive, for your personal non-commercial use only, non-sublicensable, non-transferable and revocable at any time without notice for any reason.

Except for your User Content, each of the Service, the Snowflake Summit, the websites for the Service and the Snowflake Summit, and all materials therein or transferred thereby, including, without limitation, software, applications, databases, information, organization, look and feel, advertising copy images, text, graphics, illustrations, logos, photographs, audio, videos, music, and User Content belonging to other Users (collectively, the "**Snowflake Content**"), and all Intellectual Property Rights related thereto, are the exclusive property of Snowflake and its licensors (including other Users who post User Content to the Snowflake Summit Network), with all rights reserved. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Snowflake Content and related Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, upload, download, publicly display, publicly perform, publish, adapt, edit, create derivative works from, store, sell, transfer any Snowflake Content, or allow others to do so without our prior written consent. Nothing in this Agreement may be construed as granting any rights of ownership in the Snowflake Summit, the Snowflake Summit Network or the Snowflake Content and related Intellectual Property Rights. You must abide by, and not remove or interfere with, any proprietary notices, information or restrictions on the Snowflake Summit, the Service and the Snowflake Summit and/or Service websites or content available therein (other than your

own User Content). Use of the Snowflake Content for any purpose not expressly permitted by this Agreement is strictly prohibited.

You may choose to, or we may invite you to, submit comments or ideas about the Snowflake Summit, including without limitation about how to improve the Snowflake Summit or our products (“**Ideas**”). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Snowflake under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Snowflake does not waive any rights to use similar or related ideas previously known to Snowflake, or developed by its employees, or obtained from sources other than you.

Snowflake, Snowflake Summit and the Snowflake Summit Network, and other Snowflake logos, designs, graphics, icons and service names are registered marks, marks or trade dress of us and may not be used without our prior written consent.

### Privacy and Data Protection

**A. Snowflake Privacy Notice.** Please review the Snowflake Event Privacy Notice [LINK' which details how Snowflake will collect, use, and share personal information that you submit to Snowflake or that we otherwise collect through the Snowflake Summit and the Snowflake Summit Network.

**B. Data Sharing.** Snowflake does not sell Users’ personal information to any third parties; however, Snowflake may use or share Users’ personal information with Snowflake affiliates and/or trusted business partners, including without limitation, agents and service providers with whom Snowflake has engaged for the Snowflake Summit, and if indicated on a User’s registration form for the Snowflake Summit Network, for marketing purposes by Snowflake and/or its paid Summit Partners of the Snowflake Summit in accordance with your marketing preferences. Please review the [Snowflake Event Privacy Notice](#) further information.

**C. Other Users Will See Your Information.** The Snowflake Summit Network allows you to interact with other Snowflake Summit attendees and Summit Partners. You understand and agree that, by opting in to use the Snowflake Summit Network, you will be sharing your Profile Data and User Content with Snowflake and all Snowflake Summit attendees, Summit Partners, and other Users. For purposes of this Agreement, “**Profile Data**” means the data that you provided during the Snowflake Summit registration process (or subsequently update) and includes your first name, last name, company, industry, role/job title, solutions (i.e., the Snowflake products and service that you are using), whether you are affiliated with a Snowflake partner, the “About Me” text, and your profile picture (if you chose to upload a picture) and any additional content added to your profile. If you include any personal information in your User Content, that information will also be shared with other Users.

## Security

You may not allow anyone else to access or use your Snowflake Summit Network account or User ID. You are responsible for all activities that occur under your Snowflake Summit Network account or User ID. You may not disclose your User ID to anyone else. You agree to immediately notify us if you believe there may be any unauthorized access or use of your Snowflake Summit Network account or User ID, or any other security concern.

We take great care in ensuring that Snowflake Summit Network runs as effectively as possible. Unfortunately, your Device may cause some glitches that affect how you experience the Snowflake Summit Network and that is beyond our control. If you experience any unusual behavior, content or ads, it may be the result of Malware on your Device. Malware (malicious software) is software installed on a computer system with malicious intentions, usually without the owner's knowledge or permission. Malware includes, but is not limited to, computer viruses, key loggers, malicious active content, rogue programs and dialers. Please note that we cannot be responsible for the effects of any third-party software including, but not limited to, Malware on your Device or system.

Transmissions over the Internet are never 100% secure or error-free. However, we take reasonable steps to protect your personal information from loss, misuse, and unauthorized access, disclosure, alteration, and destruction. You acknowledge and agree that you provide your personal information at your own risk.

## Indemnity

You agree to defend, indemnify and hold harmless Snowflake and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Snowflake Summit, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation; (v) any claim or damages that arise as a result of any of your User Content or any other data that is submitted via your account; or (vi) any other party's access and use of the Snowflake Summit Network with your unique username, password or other appropriate security code.

## No Warranty

THE SERVICE IS PROVIDED ON AN AS IS AND AS AVAILABLE BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SNOWFLAKE OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, SNOWFLAKE, ITS SUBSIDIARIES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICE.

SNOWFLAKE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND SNOWFLAKE WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

### [Limitation of Liability](#)

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SNOWFLAKE, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SERVICE. UNDER NO CIRCUMSTANCES WILL SNOWFLAKE BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SNOWFLAKE ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER

CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL SNOWFLAKE, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO SNOWFLAKE HEREUNDER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF SNOWFLAKE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

The Snowflake Summit Network is controlled and operated from facilities in the United States. Snowflake makes no representations that the Snowflake Summit Network is appropriate or available for use in other locations. Those who access or use the Snowflake Summit Network from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Snowflake Summit Network if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Snowflake Summit Network are solely directed to individuals, companies, or other entities located in the United States.

## General

A. Governing Law. You agree that: (i) the Snowflake Summit Network shall be deemed solely based in California; and (ii) the Snowflake Summit Network shall be deemed a passive one that does not give rise to personal jurisdiction over Snowflake, either specific or general, in jurisdictions other than California. This Agreement shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. Except as otherwise agreed between the parties, any claim or dispute between you and Snowflake that arises in whole or in part from the Snowflake Summit Network shall be decided exclusively by a court of competent jurisdiction located in San Mateo County, California

B. Termination of Services. You may edit your Snowflake Summit Network account at any time and for any reason (including to deactivate your account), by logging into your Snowflake Summit Network account with your confirmation number and registration email address and making any necessary changes. If you need help deactivating your account for any reason, please contact us at [info@snowflakesummit.com](mailto:info@snowflakesummit.com). We also may terminate or restrict your Snowflake Summit Network account at any time, for any reason and without responsibility.

C. Notification Procedures. Snowflake may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice,

written or hard copy notice, or through posting of such notice on our website, as determined by Snowflake in our sole discretion. Snowflake reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement.

D. Entire Agreement/Severability. This Agreement, together with any applicable Rules, and any other legal notices and agreements published by Snowflake via the Service, shall constitute the entire agreement between you and Snowflake concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

E. No Waiver. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Snowflake's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

F. Assignment. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Snowflake without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

Please contact us with any questions regarding this Agreement at [info@snowflakesummit.com](mailto:info@snowflakesummit.com).