

Xero Roadshow US 2023

Registration Terms and Conditions

We are excited to welcome you to Xero Roadshow US 2023. Your Xero Roadshow registration includes entry for one person to Xero Roadshow US on the date that you have booked.

Terms and conditions

1. You or anyone on whose behalf you are acting (**you**) agree to the following terms and conditions (**Terms**), and any additional terms and conditions advised by Xero, Inc. (**Xero**) to you from time to time for the Xero Roadshow US 2023 events (each an **Event**, and together, the **Events**), all of which constitute a part of these Terms. If you are entering into these Terms on behalf of someone else, by agreeing to these Terms, you represent and warrant that you are authorized to do so. When you register you acknowledge and accept these Terms in full.
2. Xero reserves the right to reject or accept your registration at any time in its sole discretion. Acceptance of your registration is confirmed by Xero only when the acceptance is communicated to you by email. If your registration is rejected by Xero, your sole remedy shall be a refund of your pre-paid registration fee, if any.
3. You agree to comply with all instructions issued by Xero or venue management in relation to the Events.
4. You acknowledge that the material presented at the Events is copyrighted and cannot be re-used in whole or in part without the prior express written permission of Xero and its licensors.
5. Unless expressly authorized in advance and in writing by Xero, you are prohibited from photographing the Events, or recording or transmitting audio or visual material, data or information presented at the Events.
6. Subject to the Cancellation Policy in these Terms, Xero reserves the right at any time to change the format (including, but not limited to, changing it from an in-person event to a virtual or hybrid in-person/virtual event), participants, content, location and timing or any other aspect of the Events, in each case without liability.
7. To the extent permitted by applicable law, all guarantees, representations, conditions and warranties of any nature in connection with the Events are expressly excluded.
8. To the maximum extent permitted by applicable law, Xero, its employees, agents, affiliates and contractors will not be liable for personal injury or death, property damage, theft, or any other loss (including but not limited to, liability for negligence, breach of these terms and conditions,

or any other agreement), damage, cost of expense (including, but not limited to, loss of profits, business interruption, loss of information, indirect, special, punitive or consequential loss or damage) arising out of or in connection with the Events. This includes, but is not limited to, any losses associated with cancellation or rebooking costs relating to travel and accommodations, should an Event be canceled or postponed. Notwithstanding anything to the contrary, in no event shall Xero's aggregate liability under the agreement exceed \$100.

9. In addition to complying with any health and safety policies that Xero or the venue may communicate to you prior to, or during, the Events in order to promote the wellbeing of Event attendees and staff, you must comply with all applicable local, provincial and federal and foreign laws, codes, rules, regulations, ordinances and orders of governmental authorities in connection with the COVID-19 pandemic. If you have been diagnosed with COVID-19, have recently been exposed to someone who has been diagnosed with COVID-19, or who you suspect may have COVID-19, or have COVID-19 symptoms (e.g. fever higher than 100.4°F/38.0°C, cough, or shortness of breath), you must not attend the applicable Event.
10. Xero respects your privacy. Xero's privacy policy can be found [here](#) (**Privacy Policy**). By submitting your registration, you agree to the Privacy Policy. The Privacy Policy sets out how we use the personal information we collect from you. You acknowledge and agree that if you provide any information, including personal details, to any third parties at the Events, then you do so at your own risk and such other party may use this information in accordance with its own policies. Xero makes no representations or warranties about how any non-Xero party may retain, use or disseminate your information.
11. All payments and refunds for the Event will be processed by Stripe. By registering for the Event, you acknowledge and accept Stripe's [Terms of Use](#).
12. By registering for the Event(s), you acknowledge that there will be filming, sound recording and photography at the Events. You give Xero, its affiliates and the Event venue unrestricted permission and irrevocable consent to photograph and film you, and to record your voice or written or oral presentations, and use your picture, photograph and other reproductions of your physical likeness and sound (including as edited by or on behalf of Xero) for any legitimate marketing purpose by or on behalf of Xero, its affiliates and the Event venues, to the extent permitted by applicable law. To the extent permitted by applicable law, you hereby release Xero, its successors, assigns and licensees from and against any and all claims, liabilities, losses, demands, actions, causes of action, costs and expenses whatsoever, at law or in equity, known or unknown, anticipated or unanticipated, which you may, or shall hereafter have arising out of Xero's use as herein provided and/or use by any third-party with or without Xero's consent.
13. Nothing presented during the Events constitutes business, financial or accounting advice. Please speak to your own independent professional advisors for advice regarding your own business,

financial or accounting matters. The Events should not be seen as a substitute for professional advice and Xero is not liable for your use of the information.

14. These terms and conditions shall be governed and construed in accordance with the laws of the State of Colorado, without reference to its conflicts of laws principles. In the event of any dispute between you and Xero in connection with these terms and conditions, such dispute shall be resolved exclusively in the courts of the State of Colorado. The parties each submit to the exclusive jurisdiction of such courts for such purposes.

Cancellation Policy

15. Please advise Xero by email on events.us@xero.com if you are not able to attend the Event. A full refund (less a US\$25 administration fee) will be made via the original payment method used and to the party who originally paid the registration fee to Xero, if Xero is notified by email at events.us@xero.com at least 14 business days prior to the Event.
16. Except as set forth in paragraph C below, Xero will not be liable for any losses or damages associated with cancellation of the Event (including, but not limited to, registration fees) where such cancellation is due to causes beyond Xero's reasonable control (including, but not limited to, natural disaster, act of terrorism, COVID-19 or other epidemic/pandemic outbreak or any associated governmental or other applicable restriction, rule, order or the like, riot, strike or industrial dispute) ("**Force Majeure**").
17. If Xero cancels or changes the date or location of the Event, for a reason other than Force Majeure, and such change(s) result in you no longer being able to attend the Event, Xero will offer a full refund of pre-paid Event registration fees. Any such refunds will be made via the original payment method used and to the party who originally paid the registration fee to Xero. Except as expressly stated in these terms, and except as otherwise required under applicable law, any and all amounts paid by, or on behalf of, Event delegates to Xero or any of its affiliates in connection with the Event are non-refundable.