



**swampUP 2025
Event Terms and Conditions**

PLEASE READ THESE TERMS AND CONDITIONS (“Terms”) CAREFULLY BEFORE REGISTERING FOR THE JFROG swampUP 2025 EVENT (“swampUP Event”). BY REGISTERING FOR THIS swampUP EVENT, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU ARE ENTERING INTO A LEGALLY BINDING AGREEMENT WITH JFROG, LTD. (“JFROG”) AND HAVE READ, UNDERSTOOD AND AGREE TO COMPLY WITH AND BE LEGALLY BOUND BY THESE TERMS. YOU HEREBY CONSENT TO ELECTRONIC ACCEPTANCE OF THESE TERMS AS LEGALLY EQUIVALENT TO A WRITTEN SIGNATURE AND WAIVE ANY APPLICABLE RIGHTS TO REQUIRE AN ORIGINAL (NON-ELECTRONIC) SIGNATURE OR DELIVERY OR RETENTION OF NON-ELECTRONIC RECORDS TO THE EXTENT NOT PROHIBITED UNDER APPLICABLE LAW. IF YOU ARE COMPLETING THIS REGISTRATION ON BEHALF OF ANOTHER INDIVIDUAL, YOU WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THEM TO THESE TERMS AND HAVE OBTAINED THEIR CONSENT.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, PLEASE DO NOT REGISTER FOR THE swampUP EVENT.

1. **SwampUP Event.** The swampUP Event will be hosted by JFrog on the dates specified on the registration page or your ticket. You may only register for and attend the swampUP Event in accordance with these Terms and in accordance with your registered ticket selection. To register for the swampUP Event, you must complete the SwampUP Event registration process.
2. **Your Ability to Attend the SwampUP Event.** By registering to attend the swampUP Event you represent to us that you are authorized to enter into these Terms and that your attendance is in compliance with your organization’s code of conduct and policies. Unless the swampUP Event’s registration webpage specifies otherwise or JFrog expressly informs you otherwise, you must be at least 21 years of age on the first day of the swampUP Event to participate.
3. **Registration.** The registration to the swampUP Event is personal. Companies may purchase a bundle of tickets or receive such as a sponsor, and distribute them to their employees, however each of such attendees shall be required to individually register for the swampUP Event, using the group code. You hereby represent that the information and details you provided during the registration are complete and accurate, and that you will notify JFrog by email swampup@jfrog.com in case of a change. In addition, you hereby acknowledge by registering to this swampUP Event that you will receive notifications to the contact details provided by you from JFrog or on JFrog’s behalf in connection with your participation in the swampUP Event.
4. **Payment.** Payment to the swampUP Event shall be made by: (i) credit card, solely through the registration site or (ii) by wire transfer, solely through the registration site. Please contact swampup@jfrog.com for more information. Online payment will be made via a system operated by a third party, Stripe, which we may utilize for payment processing. The payment service enables you to make payments securely online using a credit card or by wire transfer. If you choose to proceed with the registration, you: (i) agree to review and be bound by the terms of use and privacy policy of such payment services; and (ii) acknowledge that it may need to hold or register an active account in order to complete the order. JFrog is not responsible or liable for any activities or conduct by the payment services provider.
5. **Taxes.** Each party will be responsible for paying all applicable taxes and other governmental fees, charges, penalties, interest, and additions to such taxes that are imposed on that party upon or with respect to the transactions and payments under these Terms.

6. **Cancellation by You.** If you must cancel your registration, please notify us via email at the earliest to swampup@jfrog.com. **We will only provide full refunds for requests for cancellations received by September 1, 2025 (“Due Date”).** After the Due Date, you may either: (1) apply your registration fee towards the next JFrog’s live swampUp event; or (2) be refunded 75% of your registration fee. Please note that you may assign your registration to another individual by providing us an email to that effect. The assignee shall be required to provide his/her consent to these terms.
7. **Cancellation and Modifications by JFrog.** JFrog reserves the right to cancel the swampUp Event at any time due to circumstances including but not limited to speaker availability, venue issues, security concerns, public health emergencies, or safety considerations. JFrog also reserves the right to deny, limit, or cancel your registration at its discretion. Further, JFrog may modify any aspect of the swampUP Event program, including content, schedule, speakers, and workshops based on operational needs.

JFrog reserves the right, in its sole discretion, to change the format of the swampUp Event to a virtual only event. In the event the swampUp Event changes solely to a virtual event, you may have the option of either of the following: (1) have full access to the virtual swampUp Event and apply your registration fee towards the next JFrog’s live swampUp event; (2) have full access to the virtual swampUp Event and receive a pro-rata refund equal to the difference in registration fees between the live and virtual event, if any; or (3) receive a full refund of the registration fee. Please note that all refunds are subject to a processing fee.

JFrog will make reasonable efforts to communicate such changes through the swampUp Event website and/or via the contact information you provided during registration. In the event of cancellation or modification(s), Frog's liability shall be limited to the refund of registration fees paid by you, if applicable, and in no event will JFrog be responsible for any additional expenses incurred by you in connection with the swampUP Event, including but not limited to travel, accommodation, or other incidental costs.

8. **Privacy.** By registering to the swampUp Event, you agree and acknowledge that JFrog will process your personal data as described in the [JFrog Privacy Notice](#). JFrog may use all data provided by you in connection with the swampUp Event for registration purposes (including generating a badge or other identification), security purposes, and for promotional purposes. If JFrog works with third parties to sponsor or host the swampUp Event, JFrog may provide these third parties with your contact information for business development and marketing purposes.
9. **swampUP Event Code of Conduct.** You will at all times abide by and conduct yourself in accordance with the swampUP Event Code of Conduct set forth in this section. JFrog requires all attendees to conduct themselves in a lawful, ethical, considerate, collaborative, respectful, safe, and professional manner. Attendees will not: (i) engage in disruptive speech or behavior or otherwise interfere with the swampUp Event; (ii) engage in any demeaning, discriminatory, deliberate intimidation, stalking, inappropriate physical contact or harassing behavior or speech (including any verbal, physical, or visual conduct based on sex, sexual orientation, gender expression or identity, transgender status, race, age, national origin, disability); (iii) wear any clothing that is not suitable for a professional work environment, this is provocative, inappropriate or otherwise potentially offensive; (iv) destroy or vandalize personal property, the Event site or materials; (v) possess any illegal substance, firearms, weapons, hazardous materials or articles; (vi) smoking is not permitted, other than in designated areas; (vii) any boisterous, lewd or offensive behavior or language, using sexually explicit or offensive language or conduct, profanity, obscene gestures, or racial, religious or ethnic slurs; (viii) Inappropriate use of nudity or sexual images. Violations of this Code of Conduct will not be tolerated. If you violate this Code of Conduct, JFrog and event organizers reserve the right to take any action which it deems appropriate against you, up to and including expulsion from the event without warning or refund and if appropriate involvement of local law enforcement.
10. **Giveaways.** swampUp Event’s participants may receive swags or giveaways. By registering for and accepting any giveaways at the swampUP Event, you hereby represent that your registration and acceptance complies

with all applicable laws, regulations, your organization's policies and code of conduct, and that you are not a government official or employee prohibited from accepting such items.

11. Personal Release. Photography and recording (both audio and video) may occur during any or all of the swampUp Event by or on behalf of JFrog and its affiliates. Your image, likeness, voice, appearance, statements and other identifying characteristics may be captured in photographs, recordings (both audio and video), webcasts, or other transmissions of the swampUp Event (each a "**Recording**"). You hereby grant JFrog and its affiliates, agents, employees, and assigns an irrevocable, nonexclusive, perpetual, worldwide, royalty-free, fully paid-up, transferable, and fully sublicensable license, without additional consideration to you or any third party, to use, reproduce, modify, distribute, perform, display (publicly or otherwise), create derivative works of, adapt, modify, and otherwise use, analyze, and exploit Recordings, in whole or in part, in any form or media now known or hereafter developed, and for any purpose, including advertising, promotional purposes, testimonials, or for any other lawful purpose, including posting on public websites. However, JFrog is not obligated to use a Recording of you, or to exercise any of its rights granted herein. JFrog exclusively owns all right, title and interest (including intellectual property rights) in and to the Recordings, all modifications and derivatives of Recordings, and all proceeds derived therefrom.

You hereby irrevocably waive any right you may have to inspect or approve the use or other exploitation of any Recording or any reproductions thereof. To the maximum extent permitted by law, you waive any moral rights you may have in the Recordings. You further waive all rights you may have to any claims for payment of royalties in connection with any use, exhibition, streaming, webcasting, televising, or other publication of the Recordings, regardless of the purpose or sponsoring of such use, exhibiting, broadcasting, webcasting, or other publication irrespective of whether a fee for admission or sponsorship is charged. Recordings may be made available to the public to retain, use, and distribute. Once made available to the public, JFrog has no control over, and is not responsible for, any use or misuse (including any distribution) by a third party of Recordings.

12. JFrog's Proprietary Rights. JFrog and/or its partners, affiliates, licensors and suppliers own or have necessary rights to all information and materials made available at or in connection with the swampUP Event ("**JFrog Materials**"). You may not publish, distribute, make derivative works, rent, sell, lease, or otherwise make available any JFrog Materials (in whole or in part) without receiving prior written consent from JFrog. You acknowledge that JFrog will be free to use or implement for any purpose any or all suggestions, ideas for improvement, and other feedback you provide regarding JFrog products or services, including completion of any evaluation forms, polls, or surveys provided to you by JFrog or our third parties at the swampUP Event ("**Feedback**"), and that no payment, royalty, or other consideration whatsoever shall be due to you in connection with such Feedback.

13. Third Parties. Various third parties may also take part in the swampUp Event. These can be JFrog's exhibitors, speakers, vendors and other participants. JFrog does not endorse, guarantee, or assume responsibility for any third-party participant's statements, actions, products, services, or materials (including giveaways, presentations, or promotional items). Any interaction, transaction, or agreement between you and such third parties is solely between you and such third parties.

14. The Venue. The swampUp Event will be hosted by JFrog at the specified in the registration page or your ticket location (the "**Venue**"). JFrog is not the owner of the Venue nor is it an affiliate thereof. Unless expressly stated otherwise, any accommodation fees within the Venue are not included in the registration fees for the swampUP Event. In addition, JFrog does not assume any liability for the accommodation and ancillary services provided by the Venue. Any and all balances between you and the Venue are payable directly to the Venue upon check out.

15. DISCLAIMER OF WARRANTIES. THE swampUP EVENT AND JFROG MATERIALS ARE PROVIDED TO YOU “AS IS” WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. JFROG MAKES NO WARRANTIES OF ANY KIND IN RESPECT OF ANY ASPECT OF THE swampUP EVENT, swampUP EVENT INFORMATION, OR ANY JFROG MATERIALS RELATED THERETO OR OFFERED AT THE swampUP EVENT. TO THE FULLEST EXTENT PERMITTED UNDER THE APPLICABLE LAW, JFROG DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TIMELINESS, AND MERCHANTABILITY. YOU AGREE THAT YOU MUST EVALUATE, AND THAT YOU BEAR ALL RISKS ASSOCIATED WITH YOUR PARTICIPATION IN THE swampUP EVENT, INCLUDING WITHOUT LIMITATION, ANY RELIANCE ON THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED IN CONNECTION WITH OR DURING THE swampUP EVENT. IN CONDUCTING THE swampUP EVENT, JFROG MAY RELY UPON THE USE OF THIRD-PARTY SERVICES. YOU ACKNOWLEDGE AND AGREE THAT JFROG IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY SERVICES, INCLUDING THE ACCURACY, INTEGRITY, QUALITY, LEGALITY, USEFULNESS, PRIVACY, SECURITY, OR SAFETY OF ANY THIRD PARTY SERVICE.

16. ASSUMPTION OF RISK. You acknowledge that your attendance and participation in the swampUp Event is entirely voluntary. You understand the nature of the Event and that JFrog does not guarantee admittance to all sessions, activities, or areas of the Event. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS ASSOCIATED WITH YOUR ATTENDANCE AND PARTICIPATION IN THE swampUP EVENT, INCLUDING BUT NOT LIMITED TO RISKS OF PERSONAL INJURY, ILLNESS, PROPERTY DAMAGE OR LOSS, AND ANY OTHER FORESEEABLE OR UNFORESEEABLE RISKS.**

17. RELEASE AND DISCHARGE OF CLAIMS. YOU HEREBY IRREVOCABLY RELEASE AND DISCHARGE JFROG AND ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, AGENTS, SUCCESSORS, AND ASSIGNS, FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS, DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) THAT YOU MAY HAVE NOW OR IN THE FUTURE ASSOCIATED IN ANY WAY WITH: (I) YOUR ATTENDANCE AND PARTICIPATION IN THE swampUP EVENT; (II) JFROG'S USE OR OTHER EXPLOITATION OF ANY RECORDINGS; OR (III) ANY PERSONAL INJURY OR PROPERTY DAMAGE OCCURRING DURING THE swampUP EVENT. THIS RELEASE AND DISCHARGE APPLIES TO ALL CLAIMS WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, DISCLOSED OR UNDISCLOSED.

18. LIMITATION OF LIABILITY. EXCEPT FOR JFROG'S GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, IN NO EVENT WILL JFROG AND ITS AFFILIATES BE LIABLE TO YOU FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO THE swampUP EVENT, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY LOST PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, OR GOODWILL ARISING DIRECTLY OR INDIRECTLY FROM THE swampUP EVENT OR JFROG'S USE OR EXPLOITATION OF THE RECORDINGS, OR OTHERWISE IN CONNECTION WITH THE swampUP EVENT.

THE TOTAL AGGREGATE LIABILITY OF JFROG TO YOU FOR ALL CLAIMS ARISING FROM OR RELATED TO THESE TERMS AND THE swampUP EVENT SHALL NOT EXCEED THE AMOUNT OF REGISTRATION FEES ACTUALLY PAID BY YOU FOR THE swampUP EVENT.

19. Force Majeure. JFrog and its affiliates will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond its reasonable control, including without limitation, acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunication failures, earthquake, storms, or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

- 20. Modifications to these Terms.** JFrog reserves the right to modify these Terms at any time. Any modifications will be posted on the swampUp Event registration webpage and will become effective immediately upon posting, unless otherwise stated. For material changes affecting your rights or obligations, JFrog will make reasonable efforts to notify registered attendees via the email address provided during registration. BY ATTENDING THE SWAMPUP EVENT AFTER MODIFICATIONS BECOME EFFECTIVE, YOU ACCEPT AND AGREE TO BE BOUND BY THE MODIFIED TERMS. You acknowledge your responsibility to periodically review the swampUP Event website for updates to these terms prior to the event.
- 21. Waiver.** The failure by JFrog to enforce any provision of these Terms will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by JFrog must be in writing to be effective.
- 22. Severability.** If any portion of these Terms is held to be invalid or unenforceable, the remaining portions of these Terms will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from these Terms, but the rest will remain in full force and effect.
- 23. Governing Law; Venue.** The laws of the State of California, without reference to conflict of law principles, will govern these Terms and any dispute of any sort that might arise between the parties. You hereby consent to the personal jurisdiction of the state and federal courts located in San Francisco County, California for any suit or action arising from or related to this Agreement and you waive any right to object to the venue of such courts. The United Nations Convention for the International Sale of Goods does not apply to these Terms.
