

ON24 Service Specific Supplemental Terms

All capitalized terms not otherwise defined herein shall have the meanings set forth in the ON24 Universal Terms and Conditions, located at <https://www.on24.com/terms-and-conditions/> (the "Universal Terms").

ON24 Breakouts

These additional terms and conditions apply to ON24 Breakouts.

1. Client hereby grants to ON24 a worldwide, fully paid up, right and license to record, collect, reproduce, store, process, display, transfer and otherwise use the name, voice, image, and likeness of Attendees (collectively "Attendee Likeness Information") to the extent necessary for the performance and delivery of ON24 Breakouts any other Service which includes the recording, collection, reproduction, storage, processing, display, transfer or other use of Attendee Likeness Information.
2. Client will (i) post and make available any necessary privacy notice and obtain any necessary consents from Attendees regarding the recording, collection, reproduction, storage, processing, display, transfer or other use of Attendee Likeness Information in connection with the Services and use of the Platform, and (ii) ensure the Use of Attendee Likeness Information complies with applicable laws, rules and regulations, including those relating to privacy, marketing, and data protection.
3. Client shall indemnify ON24 against all Claims made or brought against ON24 (i) by an Attendee or (ii) by any 3rd party alleging that the use of Attendee Likeness Information in connection with the Platform or Services violates the intellectual property, privacy, publicity or other rights of a third party.

ON24 Go Live

These additional terms and conditions apply to ON24 Go Live.

1. "ON24 Go Live" is a ON24 virtual event product optimized for networking and audience participation.
2. "Go Live Event" is a virtual event run on ON24 Go Live with a duration of one to three live days (each such day being a "Go Live Event Day").
3. "Registrant" is an individual who registers for a Service, whether via a Client, third party, or ON24 registration form. An individual shall be counted as a Registrant each time the individual registers for a Go Live Event, including each time the individual registers for the same Go Live Event with different credentials. An individual will still be deemed a Registrant if the individual registers for but does not attend a particular Go Live Event. ON24 reserves the right to modify the calculation of Registrants in the event of fraud, error or other failure.
4. If during a Go Live Event Day greater than 50% of Attendees cannot access the environment for reasons attributable to ON24 for more than 15% of the scheduled Go Live Event Day duration (a "Failed Go Live Event"), and Client notifies ON24 within three business days of the Failed Go Live Event, then, subject to Section 2(c) and 2(d) of Exhibit A of the Universal Terms, Client will qualify for a credit equal to the value of the charges for the portion of the Registrants for the Go Live Event Day which was unavailable.
5. Client hereby grants to ON24 a worldwide, fully paid up, right and license to record, collect, reproduce, store, process, display, transfer and otherwise use the name, voice, image, and likeness of Attendees (collectively "Attendee Likeness Information") to the extent necessary for the performance and delivery of ON24 Go Live or any other Service which includes the recording, collection, reproduction, storage, processing, display, transfer or other use of Attendee Likeness Information.

6. Client will (i) post and make available any necessary privacy notice and obtain any necessary consents from Attendees regarding the recording, collection, reproduction, storage, processing, display, transfer or other use of Attendee Likeness Information in connection with the Services and use of the Platform, and (ii) ensure the Use of Attendee Likeness Information complies with applicable laws, rules and regulations, including those relating to privacy, marketing, and data protection.
7. Client shall indemnify ON24 against all Claims made or brought against ON24 (i) by an Attendee or (ii) by any 3rd party alleging that the use of Attendee Likeness Information in connection with the Platform or Services violates the intellectual property, privacy, publicity or other rights of a third party.

ON24 Forums

These additional terms and conditions apply to ON24 Forums.

1. "ON24 Forums" is an ON24 product optimized for delivering audience centric discussion-based Events.
2. If during an ON24 Forums Event greater than 50% of Attendees cannot access the Event for reasons attributable to ON24 for 15% of the intended Event duration (a "Failed ON24 Forum Event"), and Client notifies ON24 within three business days of the Failed ON24 Forum Event, then, subject to Section 2(c) and 2(d) of Exhibit A of the Universal Terms, then Client will qualify for a credit equal to the value of the charges for the Event, but not including any third party expenses that ON24 or Client incurred with respect to the Event. The credit must be applied during the then-current term of the applicable Agreement and will be available to Client exclusively for use on another Event under the applicable Agreement, and ON24 shall have no obligation to refund the value of any unused credit to Client.
3. Client hereby grants to ON24 a worldwide, fully paid up, right and license to record, collect, reproduce, store, process, display, transfer and otherwise use the name, voice, image, and likeness of Attendees (collectively "Attendee Likeness Information") to the extent necessary for the performance and delivery of ON24 Forum Events or any other Service which includes the recording, collection, reproduction, storage, processing, display, transfer or other use of Attendee Likeness Information.
4. Client will (i) post and make available any necessary privacy notice and obtain any necessary consents from Attendees regarding the recording, collection, reproduction, storage, processing, display, transfer or other use of Attendee Likeness Information in connection with the Services and use of the Platform, and (ii) ensure the Use of Attendee Likeness Information complies with applicable laws, rules and regulations, including those relating to privacy, marketing, and data protection.
5. Client shall indemnify ON24 against all Claims made or brought against ON24 (i) by an Attendee or (ii) by any 3rd party alleging that the use of Attendee Likeness Information in connection with the Platform or Services violates the intellectual property, privacy, publicity or other rights of a third party.

AI-Generated Content

These additional terms and conditions apply to AI-Generated Content.

1. "AI-Generated Content" is audio, video, and written files generated through the authorized use of the Services by Client through means of proprietary and/or third-party artificial intelligence, machine learning, and/or other automated decision-making.
2. Solely to the extent necessary to deliver AI-Generated Content to Client, Client hereby grants ON24 the right to use Client Information and provide Client Information to third-party applications. All AI-Generated Content shall be considered Client Information.
3. To the extent that intellectual property rights exist in AI-Generated Content, as between ON24 and Client, Client owns all right, title and interest in and to AI-Generated Content. If any intellectual property rights in the AI-Generated Content vests in ON24, ON24 hereby assigns any and all such rights to Client.

4. ON24 MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO ANY THIRD-PARTY APPLICATIONS USED TO GENERATE AI-GENERATED CONTENT. ON24 DOES NOT WARRANT THAT AI-GENERATED CONTENT WILL NOT CONTAIN COPYRIGHTED MATERIALS OR MATERIALS THAT OTHERWISE INFRINGE ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY. CLIENT IS RESPONSIBLE FOR AND SHALL HAVE THE SOLE RESPONSIBILITY TO ENSURE THAT AI-GENERATED CONTENT AND CLIENT'S USE THEREOF COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS.