

## **V-Ex Mission Statement**

Our mission is to create online exhibitions and environments that facilitate productive networking and drive engagement. The services and functions of the V-Ex Platform are designed to create economic opportunity for exhibition owners and registered users by encouraging communication and the exchange of information.

As a social platform we are bridging the gap between physical and virtual events.

## 1. INTRODUCTION

### 1.1 Contract

You agree that by clicking “Register”, “Join Now”, “Create Profile” or similar, registering, accessing or using our services (described below), **you are agreeing to enter into a legally binding contract** with V-Ex (even if you are using our Services on behalf of a company). If you do not agree to this contract (“Contract” or “User Agreement”), do **not** click “Register” (or similar) and do not access or otherwise any of our Services where a registered User Profile is required. If you wish to terminate this contract, at any time you can do so by closing your account and longer accessing the Services provided.

This contract applies to all websites, web tools and applications that state that they are “Powered by the V-Ex Platform”.

You are entering into this Contract with V-Ex Virtual Exhibitions Ltd. (also referred to as “V-Ex”, “we” and “us”). V-Ex will be the controller of your personal data provided to, or collected by or for, or processed in connection with our Services.

As a Visitor or Member of our Services, the collection, use and sharing of your personal data is subject to this Privacy Policy (which includes our Cookie Policy and other documents referenced in the Privacy Policy) and updates.

### 1.2 Members and Visitors

When you register to the V-Ex Platform from v-ex.com or through a third party website where an instance of the V-Ex Platform is available, you become a Member. If you have chosen not to register for our Services, you may access certain features as a “Visitor”.

### 1.3 Change

We may modify this Contract, our Privacy Policy and our Cookies Policy from time to time. If we make material changes to it, we will provide you through notice through our Services, or by other means, to provide you the opportunity to review the changes before they become effective. We agree that changes cannot be retroactive. If you object to any changes, you may close your account using the Profile Manager. By continuing to use our Services after we publish or send notification about our changes to these terms means that you are consenting to the updated terms as of their effective date.

## 2. OBLIGATIONS

### 2.1 Service Eligibility

The Services are not for use by anyone under the age of 16.

To use the Services, you agree that: (1) you must be the “Minimum Age” (described below) or older; (2) you will only have one V-Ex profile, which must be in your real name; and (3) you are not already restricted by V-Ex from using the Services. Creating and account with false information is a violation of our terms, including accounts registered on behalf of others or persons under the age of 16.

“Minimum Age” means 16 years old. However, if law required that you must be older in order for V-Ex to lawfully provide the Services to you without parental consent (including using your personal data) then the Minimum Age is such older age.

## **2.2 Your Account**

Members are account holders. You agree to: (1) use a strong password and keep it confidential; (2) not transfer any part of your account (e.g. hotspot content); and (3) follow the law and any lists of Do’s and Don’ts published by us. You are responsible for anything that happens through your account unless you close it or report misuse.

As between you and others (including your employer), your account belongs to you.

## **2.3 Notices and Messages**

You agree that we will provide notices and messages to you in the following ways: (1) within the Service, or (2) sent to the contact information you provided us (e.g., email, mobile number, physical address). You agree to keep you contact information up to date.

Please review your privacy settings to control and limit messages you receive from us.

## **2.4 Sharing**

Our services allow messaging and sharing of information in many ways, such as your profile. Information and content that you add to your profile may be seen by Exhibitors. Where we have made setting available, we will honour the choices you make about who can see content of information (e.g. enabling private browsing, restricting messaging to your addresses).

We are not obliged to publish any information or content on our Service and can remove it without notice.

# **3. RIGHTS AND LIMITS**

## **3.1 Your License to V-Ex**

As between you and V-Ex, you own the content and information that you submit or upload to the Services.

You and V-Ex agree that we may access, store, process and use any information and personal data that you provide in accordance with, the terms of the Privacy Policy and your choices (including settings).

By submitting suggestions or other feedback regarding our Services to V-Ex, you agree that V-Ex can use and share (but does not have to) such feedback for any purpose without compensation to you.

You agree to only provide information that does not violate the law nor anyone's rights (including intellectual property rights). You also agree that your profile information will be truthful. V-Ex may be required by law to remove certain information or content in certain countries.

### **3.2 Service Availability**

We may change, suspend or discontinue any of our Services.

We don't promise to store or keep showing any information or content that you've uploaded. You agree that we have no obligation to store, maintain or provide you a copy of any content or information that you or others provide, except to the extent required by applicable law and as noted in our Privacy Policy.

### **3.3 Other Content, Sites and Apps**

By using the Service, you may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. V-Ex generally does not review content provided by our Members or Exhibitors. You agree that we are not responsible for others' content or information. We cannot always prevent this misuse of our Services, and you agree that we are not responsible for any such misuse.

V-Ex may help connect Exhibitors offering their services with Members who are seeking such services. V-Ex does not perform nor employs individuals to perform these services. You acknowledge that V-Ex does not supervise, direct, control or monitor Exhibitors in the performance of these services and agree that (1) V-Ex is not responsible for the offering, performance or procurement of these services, (2) V-Ex does not endorse any particular Exhibitor's offered services, and (3) nothing shall create an employment, agency, or joint venture relationship between V-Ex and any exhibitor offering services.

### **3.4 Limits**

V-Ex reserves the right to limit your use of the Services, including the use of the "Goodie Bag" and your ability to contact Exhibitors. V-Ex reserves the right to restrict, suspend, or terminate your account if you breach this Contract or the law or

are misusing the Services (e.g. violating any lists of Do's and Don'ts published by us).

### **3.5 Intellectual Property Rights**

V-Ex reserves all of its intellectual property rights in the Services. Trademarks and logo used in connection with the services are the trademarks of their respective owners. V-Ex logos and other V-Ex trademarks, service marks, graphics and logos used for our Services are our copyright.

### **3.6 Automated Processing**

We use the information and data that you provide and that we have about Member to make recommendations for content and features that may be useful to you. Keeping your profile accurate and up to date helps us to make these recommendations more accurate and relevant.

## **4. DISCLAIMER AND LIMIT OF LIABILITY**

### **4.1 No Warranty**

V-Ex and its affiliates make no representation or warranty about the services, including any representation that the Services will be uninterrupted or error-free, and provide the Services (including content and information) on an "as is" and "as available" basis. To the fullest extent permitted under applicable law, V-Ex and its affiliates disclaim any implied or statutory warranty, including any implied warranty of title, accuracy of data, non-infringement, merchantability or fitness for a particular purpose.

### **4.2 Exclusion of Liability**

To the fullest extent permitted by law (and unless V-Ex has entered into a separate written agreement that overrides this contract), V-Ex, including its affiliate, will not be liable in connection with this contract for lost profits or lost business opportunities, reputation, loss of data or any indirect, incidental, consequential, special or punitive damages.

## **5. TERMINATION**

Both you and V-Ex may terminate this Contract at any time with notice to the other. On termination, you lose the right to access or use the Services. The following shall survive termination:

- Our rights to use and disclose your feedback;

- Exhibitors' rights to use content and information you shared through the Services;
- Sections 4, 6, 7 and 8.2 of this Contract;

You can close your account using the Profile Manager.

## 6. GOVERNING LAW AND DISPUTE RESOLUTION

This section shall not deprive you of any mandatory consumer protections under the law of the country which we direct Services to you, where you have your habitual residence. You and V-Ex agree that the laws of England and Wales, excluding its conflict of laws rules, shall exclusively govern any dispute relating to this Contract and/or the Services. You and V-Ex agree that claims and disputes can be litigated only in London, England, and we each agree to personal jurisdiction of the courts located in London, England.

## 7. GENERAL TERMS

If a court with authority over this Contract finds any part of it unenforceable, you and we agree that the court should modify the terms to make that part enforceable while still achieving its intent. If the court cannot do that, you and we agree to ask the court to remove that unenforceable part and still enforce the rest of this Contract.

This Contract (including additional terms that may be provided by us when you engage with a feature of the Services) is the only agreement between us regarding the Services and supersedes all prior agreements for the Services.

If we don't act to enforce a breach of this Contract, that does not mean that V-Ex has waived its right to enforce this Contract. You may not assign or transfer this Contract (or your membership or use of the Services) to anyone without our consent. However, you agree that V-Ex may assign this Contract to its affiliates or a party that buys it without your consent. There are no third-party beneficiaries to this Contract.

You agree that the only way to provide us legal notice is at the address provided in Section 10.

## 8. V-EX "DO'S AND DON'TS"

### 8.1 Do's

You agree that you will:

- Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws and regulatory requirements.
- Provide accurate information to us and keep it updated.
- Use your real name on your profile.
- Use this Service in a professional and appropriate manner.

## 8.2 Don'ts

You agree that you will **not**:

- i. Create a false identity on V-Ex, misrepresent your identity, create a Member profile for anyone other than yourself (a real person), or use or attempt to use another's account.
- ii. Develop, support or use software, devices, scripts, robots or any other means or processes (including crawlers, browser plugins and add-ons or any other technology) to scrape the Services or otherwise copy profiles, exhibitions content and other data from the Service.
- iii. Override any security feature or bypass or circumvent any access controls or use limits of the Service (such as download limits).
- iv. Copy, use, disclose or distribute any information obtained from the Services, whether directly or through third parties (such as search engines), without the consent of V-Ex.
- v. Disclose information that you do not have the consent to disclose (such as confidential information of others (including your employer)).
- vi. Violate the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets or other proprietary rights. For example, do not copy or distribute (except through the available sharing functionality) hotspot content or other information and data found on the Service without the permission of the owner.
- vii. Violate the intellectual property or other rights of V-Ex, including, without limitation, (a) copying or distributing our videos or other materials or (b) copying or distributing our technology, unless it is released under open source licenses; (c) using the word "V-Ex" or our logos in any business name, email, or URL without written consent by us.
- viii. Upload data or use the message function to post anything that contains software viruses, worms, or any other harmful code.
- ix. Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology that is not open source.
- x. Imply or state that you are affiliated with or endorsed by V-Ex without our express consent.
- xi. Rent, lease, loan, trade, sell/re-sell or otherwise monetise the Services or related data or access to the same, without V-Ex's consent.
- xii. Use bots or other automated methods to access the Services, add or download contacts, send or redirect messages.
- xiii. Monitor the Services' availability, performance or functionality for any competitive purpose.
- xiv. Engage in "framing", "mirroring", or otherwise simulating the appearance or function of the Services, without V-Ex's consent.
- xv. Overlay or otherwise modify the Services or their appearance (such as by inserting elements into the Services or removing, covering, or obscuring an advertisement included on the Services).

- xvi. Interfere with the operation of, or place an unreasonable load on, the Services (e.g. spam, denial of service attack, viruses, gaming algorithms).
- xvii. Violate the general policies or any additional terms concerning specific Services that are provided when you sign up for or start using such Service.

## **9. COMPLAINTS REGARDING CONTENT**

We respect the intellectual property rights of others. We require that information posted by Members be accurate and not in violation of the intellectual property rights or other rights of third parties. Complaints should be communicated in writing to the address provided in Section 10.

## **10. HOW TO CONTACT US**

For general enquiries you may contact us through our website. For complaints regarding content, legal notices or service of process, you write to us at:

V-Ex Virtual Exhibitions Ltd.

Attn: Management (Privacy Policy and User Agreement)

Europa Building, Arthur Drive

Hoo Farm Industrial Estate

Kidderminster

Worcestershire, DY11 7RA

UK