

Expole - Terms of use

1. About Expole and these Terms of Use

- a) In these Terms of Use (the "Terms") "Expole" refers to Expole SAS. This company organizes events or provides products or services in Europe.
- b) These Terms are intended to ensure that Expole's online services and products and websites are used responsibly, and to clarify rights and obligations between users and Expole.
- c) As these Terms cover a number of different products, services and websites of Expole, some sections may not be relevant to you.

2. Agreement to the Terms

By using Expole websites, you indicate that you agree to these Terms. If you do not agree to these Terms, please cease using the websites immediately. You will be able to register for certain Expole products, services or websites only if you agree to these Terms.

3. Submission of information

- a) You agree that the information you provide when you register to purchase or use any products or services of Expole ("User Information") is true and accurate at the time of provision, and that you have the authority from your organization, and from any individuals whose personal data you disclose, to provide such User Information.
- b) To access some Expole services and products you may be required to select a password during the registration process (or you may be issued with a password, which you will then be asked to change). You are responsible for maintaining the confidentiality of the password and are fully responsible for all activities that occur under it on relevant websites. You agree not to share your username and password with others (other than an administrative assistant) or allow others to access an Expole product or service using them, without the consent of Expole.
- c) You agree to notify Expole immediately of any unauthorized use of your username or password or any other breach of security of which you become aware.

4. Your payment and cancellation (applicable only when you are invoiced by Expole)

- a) If the service or product provided by Expole requires payment, you agree that Expole can issue your invoice in one or more of a number of different

formats, including without limitation hard (paper) copy sent through the mail or given to you by hand, and electronic invoices sent for example by email as PDF, HTML or document files. In particular, you agree to receive electronic invoices that are not secured by digital signature certificates or other security devices.

b) Depending on the product or event, you may be asked to provide credit card details to pay, or be given the opportunity to elect to be invoiced at a later date.

c) Credit card payments will be made through card processing firms. Debits to your credit card will be in EURO, depending on your invoice address. The card processing firms Expole works with handle credit card details using industry accepted standards of security. In the event of any problems concerning credit card payments, please contact Expole using any of the methods listed below.

d) If you settle an invoice by any method other than by credit card, the total fees payable must be received by us in the manner and currency specified on the invoice.

e) If you cancel your participation in an event organized by Expole, requests for refunds must be made in accordance with the cancellation policy which is displayed on the 'registration' section of each event website and elsewhere. Expole reserves the right to charge a reasonable processing fee and cannot be responsible for exchange rate losses and bank charges associated with your refund and so you may not receive the full total of your original payment.

5. Copyright, database rights and trademarks

a) All right, title, and interest (including all copyrights, database rights and other intellectual property rights) in Expole's products and services belong to Expole. You acquire no proprietary interest in a product or service of Expole by using it, registering therein, submitting User Information to it, or attending an event run by Expole.

b) You agree not to decompile, reverse engineer, disassemble, rent, lease, loan, sublicense or create derivative works from any Expole product or service, including the information and software made available for your use. Unless specified otherwise by Expole, you may not copy, save, download, modify, reproduce, republish, distribute, transmit or use for any purposes, whether commercial or non-commercial, any Expole websites or any information contained therein, except to the extent required for you to use and navigate Expole websites and Expole products and services. In particular but without limitation you agree not to :

(1) Download or otherwise extract substantive amount of information concerning registered users or their companies.

(2) Make any information from Expole products available to third parties that would not otherwise have access to such information.

c) You acknowledge that by submitting User Information to an Expole website you grant to Expole and their respective licensees, successors and assigns a royalty-free licence to use the User Information within their websites and in ways necessary for the functioning of Expole's products and services. Other uses of material you post are covered in Expole's Privacy Policy.

6. Your obligations

a) You agree that you will only use Expole products, services and websites in a manner that is consistent with these Terms and in such a way as to ensure compliance with all applicable laws and regulations (including without limitation, your local law).

b) You agree to respect other users of Expole products, services and websites. Where an Expole product, service or website offers messaging facilities, you will refrain from "spamming" multiple accounts with untargeted announcements or requests or sending any messages which are defamatory, offensive, harassing, misleading or unlawful. Where an Expole product, service or website offers a discussion board or other area where you can post messages or other content, you will refrain from posting any messages or other content which is defamatory, offensive, harassing, misleading or unlawful or which violates a third party's intellectual property rights or privacy rights. If you have any complaint regarding another user's messages or content, please report it to Expole using any of the methods listed below. Expole reserves the right to remove any messages or content which it believes, in its sole discretion, breaches these Terms.

c) To the extent to which your use or the use by any person who may be authorized by you or for whom you are responsible (for example, as employer) causes loss or damage to Expole or any third party, you agree to indemnify Expole immediately on demand in relation to any such losses or damages attributable to them, including where necessary any legal, administrative or technical charges that may arise from such use.

d) You agree that if you cease to be employed by the organization to which your personal profile is linked, you will inform us accordingly and will refrain from using login credentials to modify that organization's company profile or access that organization's partnering messages, without permission.

e) You may link to the home page of an Expole website, provided you do so in a way that is fair and legal and does not damage Expole's reputation or take advantage of it, but you must not establish a link in such a way as to suggest

any form of association, approval or endorsement on Expole's part where none exists. You must not establish a link from any website that is not owned by you. Unless you have Expole's express permission to do so, you must not frame an Expole website on any other website or create a link to any part of an Expole website other than its home page. Expole reserves the right to withdraw linking permission without notice.

7. Expole's obligations to you and limitations on liability

a) Expole will make reasonable efforts to ensure that its products, services and websites meet your requirements and that its websites are available on an uninterrupted, timely, secure and error-free basis and that any known defects will be corrected in a timely manner. Expole will also take reasonable precautions to ensure that Expole websites and any downloads Expole makes available will be free of viruses or bugs and will not cause interruptions to your computer systems.

b) Expole cannot however warrant that any Expole website will be absolutely uninterrupted, timely, secure or error-free, that defects will be corrected, or that Expole websites or the servers used to make them available are free of viruses or bugs or that any information obtained by you through the use of Expole products or services or websites is accurate. Therefore, Expole does not accept responsibility for any defects that may exist or for any costs, loss of profits, loss of data or consequential losses arising from your use of or inability to access Expole products or services or websites.

c) Expole cannot review, assess or endorse all of the material submitted and/or posted to its websites and so does not warrant or accept responsibility for the accuracy or reliability of any text, information, data, representations, statements or other material whatsoever. The content of websites operated by Expole is for information only. Expole provides a platform through which business or investment opportunities may be identified. However, users of Expole products or services who enter into commercial relationships of any nature with parties identified through Expole products or services should conduct their own due diligence and Expole accepts no responsibility for the success or failure of such commercial relationships. In addition, Expole is not liable for any messages or other content sent or posted by users of Expole products, services or websites, via messaging or discussion facilities offered by those products, services or websites.

d) Expole excludes, to the fullest extent permitted by applicable laws, and save in respect of fraud or in respect of death or personal injury arising from Expole's negligence, all liability for any claims, losses, demands and damages

arising directly or indirectly out of or in any way connected with Expole products or services or websites. This exclusion shall apply in respect of, without limitation, any interruption of service, loss of profits, revenues, contracts, business opportunity or anticipated savings, loss of data, loss of goodwill or reputation, or consequential, incidental, special, or punitive damages, even if Expole has been advised of the possibility of such damages, whether arising in contract, tort, under statute or otherwise.

e) Expole may provide links to websites run by third parties ("Third Party Websites") and may post, accept the posting of or make available on Expole websites content provided by third parties ("Third Party Content"). Expole does not accept responsibility for your use of any Third Party Website or Third Party Content and does not and cannot be deemed to have endorsed any Third Party Content. In particular, you acknowledge that Expole will not be party to any transaction or contract with a third party that you may enter into and that Expole shall have no liability to you in respect of any such transaction, whether arising in contract, tort, under statute or otherwise. You undertake that you will not involve Expole in any dispute between yourselves and the third party.

f) The express provisions of these Terms are in place of all warranties, conditions, terms, undertakings and obligations implied by law or otherwise, all of which are excluded to the fullest extent permitted by law.

8. Expole's Rights

Expole reserves the right to:

a) Reject any application from you to register for an Expole product, service or website or register at an Expole event at its sole discretion.

b) Deny or suspend your access to an Expole product, service or website or any part thereof if your use of that product, service or website is deemed by Expole to be against the interests of Expole or other users or in breach of these Terms.

c) Modify or withdraw, temporarily or permanently, a website (or any part thereof) with or without notice to you, and you confirm that Expole shall not be liable to you or any third party for any modification to or withdrawal of the website.

d) Limit the number of meeting requests you may submit in connection with an event.

e) Change these Terms from time to time by amending this page, and your continued use of an Expole product, service or website (or any part thereof) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Terms have

been changed. If you do not agree to any change to the Terms then you must immediately stop using the Expole product, service or website.

f) Refuse to place any content or material provided by you onto a website in its sole discretion and to remove any content or material from the website once uploaded in its sole discretion.

9. Expole's cancellation and performance

a) Expole reserves the right to cancel any of its events or discontinue any of its products and services at any time for commercial or other reasons within its control, in which case you will receive a full refund of any monies or any parts of monies paid to Expole in respect of registration fees, exhibition fees, sponsorship or subscription but no other compensation shall be due.

b) If, however, Expole is obliged to cancel an event before its start or during its implementation due to reasons of force majeure (including, but not limited to, war, terrorist attacks, civil, international or other crises, strikes, government or other official regulations, or acts of nature such as fire, earthquake, volcanic activity, hurricane, flood, disease, natural disasters, or any other unforeseen occurrence whatsoever beyond its control) then Expole shall only be obliged to reimburse you subject to pro-rata deduction of any costs Expole has incurred in preparing the event.

c) Expole shall not be liable to make any total or partial repayment in respect of the perceived or actual failure of an event to achieve advertised goals or to make available advertised services except where such failure is caused by way of its gross negligence. In the event of gross negligence by Expole, any claim for refund or payment of damages shall be limited to the amount you paid as registration fees, exhibition fees or sponsorship.

d) When Expole is providing partnering services at a third party event, Expole is responsible only for those services and to the extent provided for in these Terms. Expole accepts no liability for matters between you and the organizer of the third party event including but not limited to any registration fees you may have paid.

10. General

a) If any part of the Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the Terms and shall not affect the validity and enforceability of any of the remaining provisions of the Terms.

b) No waiver by Expole shall be construed as a waiver of any preceding or

succeeding breach of any provision.

c) Expole may assign its rights and obligations under these Terms upon notice to you (but without your prior express consent), provided the assignee agrees to assume and comply with all the obligations set out in these Terms.

d) If you have a complaint about an Expole product, service or website, please contact Expole using any of the methods listed below and we will try and resolve it as soon as possible. These Terms and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the laws of France. The courts of France will have non-exclusive jurisdiction over any such dispute or claim.

11. Contact and corporate information

Email: expole@expole.net Telephone: +33 (0) 467 912 113

Registered office and address for regular mail: Expole SAS, 12 rue des Verveines, 34000 Montpellier - France

Company registration number (SIRET) : 452 735 616 00032 – APE : 8230Z

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13. Update history

These Terms were last updated on September 1st, 2017