

# Terms of Use

## Kenes Virtual Events Platform and Services.

These **Terms of Use** (the “**User Terms**”) govern your access to access and use of the online events platform and associated products, software and services (the “**Services**”) provided by **Kenes International Organizers of Congresses SA**, a company organized and registered under the laws of Switzerland under registration number CH 660-0925999-0 whose registered office is at Rue François-Versonnex 7, 1207 Geneva, Switzerland (“**we**”, “**us**”, “**our**” or “**Kenes**”).

Unless otherwise expressly agreed in writing with Kenes, your agreement with Kenes will always include, at a minimum, the terms and conditions set out in these User Terms.

### 1. Acceptance of User Terms

- 1.1. Your use of the Services is subject to and conditional upon your acceptance of and compliance with these User Terms. You may not use the Services if you do not accept these User Terms by:
- 1.2. Your clicking to accept or agree to these User Terms, where this option is made available to you by Kenes in the user interface for any Service; or
- 1.3. Your actual use of the Services. In this case, you understand and agree that Kenes will treat your use of the Services as acceptance of these User Terms from that point onwards.

### 2. Services

- 2.1. As a condition to your access to and use of the Services, you acknowledge, agree and undertake to Kenes, as follows:
- 2.2. To use the Services solely for purposes that are permitted by (a) these User Terms and (b) all applicable laws, regulations and generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software).
- 2.3. Not to engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).
- 2.4. Not to sub-license, loan, provide, or otherwise make available, your right to use or access the Services or any part of them, in any form, in whole or in part to any person without Kenes’ prior written consent;
- 2.5. Not to translate, merge, adapt, vary, alter or modify, the whole or any part of the Services or any content on it, nor permit the Services or any part of it to be

combined with, or become incorporated in, any other programs, except as necessary to use the Services as permitted in these User Terms;

- 2.6. Not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Services or any content on it nor attempt to do any such things.
- 2.7. You are solely responsible for (and that Kenes has no responsibility to you or to any third party for) any breach of your obligations under these User Terms and for the consequences (including any loss or damage which Kenes may suffer) of any such breach.
- 2.8. You will not impersonate any real or fictional person or entity or perform any fraudulent activity.
- 2.9. You are at least 21 years of age.
- 2.10. To receive email communications from Kenes, which is important for Kenes to deliver the Services to you.
- 2.11. That the form and nature of the Services which Kenes provides may change from time to time without prior notice to you.
- 2.12. That Kenes may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at Kenes's sole discretion, without prior notice to you. You may stop using the Services at any time. You do not need to specifically inform Kenes when you stop using the Services.

### **3. Content**

- 3.1. You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such content originated. All such information is referred to below as the "**Content**".
- 3.2. You agree that you will not send, display, post, submit, publish or transmit Content that: (i) is unfair or deceptive under the consumer protection laws of any jurisdiction; (ii) is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights; (iii) creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement; (iv) impersonates another person; (v) promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking; (vi) is unlawful, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, gives rise to civil liability, violates any law, or is otherwise dishonest, inaccurate, inappropriate, malicious or fraudulent; (vii) involves theft or terrorism; (viii) constitutes an unauthorized commercial communication; (ix) contains the contact information or any personally

identifiable information of any third party unless you have first obtained the express consent of said third party to include their contact information or personally identifiable information; and/or (x) breaches these User Terms

- 3.3. Kenes reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any Service without further notice to you. We have complete discretion whether to publish your Content and have the right to delete any and all Content at any time which we believe breaches these User Terms.
- 3.4. You should be aware that Content presented to you as part of the Services, including but not limited to exhibitions, advertisements and sponsored Content within the Services may be protected by intellectual property rights which are owned by the exhibitors, sponsors or advertisers who provide that Content to Kenes (or by other persons or companies on their behalf). **You may not record, copy, modify, rent, lease, loan, sell, publish, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically authorized to do so, in a separate written agreement.**
- 3.5. You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.
- 3.6. You agree that you are solely responsible for (and that Kenes has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which Kenes may suffer) by doing so.
- 3.7. The Services may include hyperlinks to other web sites or content or resources. Kenes may have no control over any web sites or resources which are provided by companies or persons other than Kenes.
- 3.8. You acknowledge and agree that Kenes is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.
- 3.9. You acknowledge and agree that Kenes is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.
- 3.10. If you are a host of an Event or an exhibitor or sponsor of an Event, you may be given rights to upload Content. Kenes is unable to guarantee that such Content will not be copied, used or distributed by third parties. To the fullest extent permitted by applicable law, you hereby agree that we shall not be liable for any such unauthorized copying, use or distribution of such Content. The security measures we use to protect your Content are provided and used “as-is” and with no warranties, guarantees, conditions, assurances or other terms that such security measures will withstand attempts to evade them.

- 3.11. You will ensure that all Content uploaded by you complies with all guidelines or applicable laws that may apply to any promotional or marketing activities you carry out on or using the Services.
- 3.12. Unless we agree otherwise in writing, if you submit, transmit, display, perform, post or store Content on or using the Services, you grant Kenes, and our sublicensees, to the fullest extent and for the maximum duration permitted by applicable law (including in perpetuity if permitted under applicable law), an unrestricted, worldwide, irrevocable, fully sub-licensable, non-exclusive, and royalty-free right to: (a) record, use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Content in any form, format, media or media channels now known or later developed or discovered; and (b) use the name, identity, likeness and voice (or other biographical information) that you submit in connection with such Content. Should such Content contain the name, identity, likeness and voice (or other biographical information) of third parties, you represent and warrant that you have obtained the appropriate consents and/or licenses for your use of such features and that we and our sub-licensees are allowed to use them to the extent indicated in these User Terms.
- 3.13. Users are expressly prohibited from promoting any and all products or services, except to the extent they are expressly permitted to do so under agreement with Kenes or the other organizers of the event to which a User is given access. To the extent that you are so authorized to promote, administer, or conduct a promotion on, through or using the Services (a “**Promotion**”), you must adhere to the following rules: (a) you may carry out Promotions to the extent permitted by applicable law and you are solely responsible for ensuring that any Promotions comply with any and all applicable laws, obligations, and restrictions; (b) you will be solely responsible for all aspects of and expenses related to your Promotion, including, without limitation, the execution, administration, and operation of the Promotion, drafting and posting any official rules, selecting winners, issuing prizes, and obtaining all necessary third-party permissions and approvals. Kenes reserves the right to remove your Promotion from the Services if we reasonably believe that your Promotion does not comply with these User Terms or applicable law; (c) we are not responsible for and do not endorse or support any such Promotions. You will ensure that it is clear that the Promotion is yours and that we do not sponsor or co-sponsor of the Promotion.

#### **4. Acceptable Use Restrictions**

You must:

- 4.1. not use the Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the Services or any operating system;

- 4.2. not infringe our intellectual property rights or those of any third party in relation to your use of the Services, including by the submission of any material (to the extent that such use is not licensed by these User Terms);
- 4.3. not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Services;
- 4.4. not use the Services in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
- 4.5. not collect or harvest any information or data from any aspect of the Services or our systems or attempt to decipher any transmissions to or from the servers running the Services;
- 4.6. not access, search or create accounts for the Services by any means other than our publicly supported interfaces (e.g. “scraping” or creating accounts in bulk); and
- 4.7. not use contact or other user information obtained from the Services (including email addresses) to contact other users outside of the Services without their express permission or authority, or to create or distribute mailing lists or other collections of contact or user profile information for other users for use outside of the Services.

## **5. Proprietary Rights**

- 5.1. You acknowledge and agree that Kenes owns all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist).
- 5.2. Unless you have agreed otherwise in writing with Kenes, nothing in these User Terms gives you a right to use any of Kenes’s trade names, trade marks, service marks, logos, domain names, and other distinctive brand features.
- 5.3. If you have been given an explicit right to use any of these brand features in a separate written agreement with Kenes, then you agree that your use of such features shall be in compliance with that agreement, any applicable provisions of these User Terms, and Kenes’s brand feature use guidelines as updated from time to time.
- 5.4. You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.
- 5.5. Unless you have been expressly authorized to do so in writing by Kenes, you agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

## **6. Software License**

- 6.1. Kenes hereby grants you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by Kenes as part of the Services as provided to you by Kenes (referred to as the “**Software**” below). This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Kenes, in the manner permitted by these User Terms.
- 6.2. You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by Kenes, in writing.
- 6.3. Unless Kenes has given you specific written permission to do so, you may not assign (or grant a sub-license of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.
- 6.4. The Software may be updated from time to time from Kenes. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit Kenes to deliver these to you) as part of your use of the Services.

## **7. Privacy**

- 7.1. For information about Kenes’ data protection practices, please read Kenes’s privacy policy available on the event website and/or on the registration page through which you gain access to the Services.
- 7.2. You agree to the use of your data in accordance with Kenes’s privacy policies.

## **8. Termination**

- 8.1. These User Terms will continue to apply until terminated by either you or Kenes as set out below.
- 8.2. Kenes may at any time, terminate its legal agreement with you if: (A) you have breached any provision of these User Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of these User Terms); or (B) Kenes is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or (C) the partner with whom Kenes offered the Services to you has terminated its relationship with Kenes or ceased to offer the Services to you; or (D) Kenes is transitioning to no longer providing the Services to users in the country in which you are resident or from which you use the service; or (E) the provision of the Services to you by Kenes is, in Kenes’s opinion, no longer commercially viable.

- 8.3. When these User Terms come to an end, all of the legal rights, obligations and liabilities that you and Kenes have benefited from, been subject to (or which have accrued over time whilst these User Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation.

## **9. LIMITATIONS OF LIABILITIES**

- 9.1. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” IN PARTICULAR, KENES, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS, (B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND (D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.
- 9.2. KENES FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- 9.3. YOU EXPRESSLY UNDERSTAND AND AGREE THAT KENES, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR: (A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS; (B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF: (I) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE SERVICES; (II) ANY CHANGES WHICH KENES MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES); (III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF

THE SERVICES; (IV) YOUR FAILURE TO PROVIDE KENES WITH ACCURATE ACCOUNT INFORMATION; (V) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;

- 9.4. THE LIMITATIONS ON KENES'S LIABILITY TO YOU ABOVE SHALL APPLY WHETHER OR NOT KENES HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.
- 9.5. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## **10. Changes to User Terms**

- 10.1. Kenes may make changes to these User Terms from time to time.
- 10.2. You understand and agree that if you use the Services after the date on which these User Terms have changed, Kenes will treat your use as acceptance of the updated User Terms or Additional Terms.

## **11. Governing Law**

These User Terms are governed by and interpreted in accordance with the laws of Switzerland, excluding that body of law related to choice of laws. Any proceeding brought to enforce these User Terms or to adjudicate any dispute related to these User Terms must be heard in the courts of Geneva, Switzerland. Each party submits itself to the exclusive jurisdiction and venue of these courts for purposes of proceedings related to these User Terms, waives forum non convenience and similar defenses, and agrees that any service of process may be affected by delivery of the summons to the address for notice as specified herein.