

# SUBSCRIPTION TERMS AND CONDITIONS

1. **Definitions**

In these Conditions, the following terms have the following meanings:

  - 1.1. **Client:** the person, company, organisation, association or other entity set out in the Subscription Form that is purchasing the Subscription;
  - 1.2. **Client Data:** any personal data which is supplied by Client to Informa for the purpose of the delivery of the Services as further described in Annex 1 to these Conditions;
  - 1.3. **Conditions:** these terms and conditions;
  - 1.4. **Confidential Information:** information (whether written, oral or in some other form) which is disclosed to or obtained by one party (whether directly or indirectly) from the other party (whether before or after the signing of this Contract) and which: (i) by its nature is confidential; (ii) is designated by the disclosing party as confidential; and/or (iii) the receiving party knows or ought to know is confidential, and which in each case is disclosed by or on behalf of the disclosing party to the receiving party in connection with this Contract but excluding information which is: (a) available to the public other than because of any breach of this Contract; (b) when it is supplied, already known to whoever it is disclosed to in circumstances in which they are not prevented from disclosing it to others; (c) independently obtained by whoever it is disclosed to in circumstances in which they are not prevented from disclosing it to others; or (d) trivial or obvious. Without limitation to the foregoing, Client acknowledges and agrees that, for the purposes of this Contract, the terms of this Contract (including, without limitation, any annexures and attachments), the Deliverables and Subscription Fee shall constitute the confidential information of Informa.
  - 1.5. **Contract:** together, these Conditions and the Subscription Form;
  - 1.6. **Contract Data:** any personal data provided by either party to the other party for the purpose of the administration and management of this Contract;
  - 1.7. **Data Protection Law:** all laws related to data protection and privacy that are applicable to any territory where Informa or Client processes personal data, where any element of the Subscription is provided and/or where Informa or Client is established;
  - 1.8. **Deliverables:** any item, feature and/or output in the supply of the Subscription being provided pursuant to this Contract (including, without limitation, any documents, products, content and materials);
  - 1.9. **Force Majeure Event:** any event or circumstance arising that is not within Informa's reasonable control (including, without limitation, governmental regulations or action, imposition of sanctions, embargo, military action, acts of terrorism or war, civil commotion or riot, epidemic, pandemic, fire, acts of God, flood, drought, earthquake, natural disaster, royal demise, third party contractor/supplier failure, industrial dispute, interruption/failure of utility service or nuclear, chemical or biological contamination);
  - 1.10. **Informa:** the Informa Group legal entity set out in the Subscription Form that is providing the Subscription;
  - 1.11. **Informa Data:** any personal data which is supplied, produced, generated or made accessible by or on behalf of Informa in connection with the Services, including prospect data as well as any enriched, enhanced or augmented data;
  - 1.12. **Informa Group:** includes any entity whose ultimate parent company is Informa PLC;
  - 1.13. **Intellectual Property Rights:** trade marks, trading names, domain names, logos, rights in design, copyrights, database rights, moral rights, goodwill, rights of confidence, know-how and trade secrets and all other intellectual property rights or analogous rights, whether registered or unregistered, that subsist now or in the future anywhere in the world;
  - 1.14. **Materials:** all content, materials, data and other information that is provided by Client and/or its Personnel in connection with the Services whether by uploading directly to the Platform or via any other means for inclusion on the Platform (including, without limitation, any Client Data, Client's name, profile, descriptions of products and/or services, logos, copy, text, photographs, audios, videos, artwork and/or content session data);
  - 1.15. **Personnel:** any employee, consultant, agent, other representative or contractor (or any employee, consultant, agent, or other representative thereof) engaged or employed by a party in connection with the Subscription;
  - 1.16. **Platform:** the publication, website, platform, media and/or other property referenced in the Subscription Form used in connection with the delivery of the Services;
  - 1.17. **Renewal Period:** the period of the renewal of a Subscription, which shall be in the same duration as the preceding Subscription Period;
  - 1.18. **Reportable Breach:** any breach of security leading to the accidental, unauthorised or unlawful processing of, destruction of, loss of, corruption of, alteration to or access to personal data;
  - 1.19. **Services:** all services, products, content, data, information, materials, features, and functionality provided by the Publisher through the platform or in connection with this Agreement, including any updates, modifications, enhancements, or additional offerings that may be provided from time to time;
  - 1.20. **Subscription:** the relevant subscription for the Services purchased by Client set out in the Subscription Form, as may be updated by the parties from time to time;
  - 1.21. **Subscription Fee:** the fee payable by Client for the Subscription set out in the Subscription Form or Platform, as amended and updated in respect of each Subscription Period;
  - 1.22. **Subscription Form:** the subscription or registration form to which these Conditions are incorporated by reference setting out the details of the Subscription or such other form setting out the details of the Subscription as Informa may, in its sole discretion, choose to accept;
  - 1.23. **Subscription Period:** the duration of a Subscription as set out in the Subscription Form;
  - 1.24. **Trial:** means a free-of-charge evaluation trial of the Services offered by Informa; and
  - 1.25. **Trial Period:** the duration of a Trial, which shall be ninety days or such other period offered by Informa.
2. **Subscriptions and Trials**
  - 2.1. Once submitted to Informa, a Subscription Form constitutes an offer to purchase a Subscription in accordance with these Conditions and is irrevocable by Client. Informa reserves the right to reject any Subscription Form. A binding contract shall only come into effect when written confirmation (whether by e-mail or otherwise) of acceptance is sent by Informa to Client (whether or not it is received). Except as set out in these Conditions, no variation of this Contract, including, without limitation, any updates to the Subscription, shall be effective unless such variation is made by Informa. These Conditions apply to this Contract to the exclusion of any other terms that Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
  - 2.2. Details of the Subscriptions available and the products and services included in each Subscription are set out on the Platform. By purchasing a Subscription, Client is granted a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable right and license, for the duration of the Subscription Period (and/or any Renewal Period), to access and use the Subscription. The Client will not acquire any ownership rights or intellectual property rights in the Content by virtue of this Agreement.
  - 2.3. Access and use of the Platform, whether during a Trial Period or a Subscription Period, shall be governed by these Conditions.
  - 2.4. The Subscription provides access to the Platform and Services, from the commencement date set out in the Subscription Form for the duration of the Subscription Period. On expiry of a Subscription Period, the Subscription shall automatically renew for a Renewal Period, as set out in the Subscription Form.
  - 2.5. Where Client is offered a Trial, Client acknowledges and agrees that it is using the Services on an 'as-is' basis on a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable basis subject to these Conditions, without charge, for the duration of the Trial Period, in exchange for Client's evaluation of the Services. Notice of expiration will not actively be given prior to expiry of the Trial Period. If Client wishes to use the Services after expiry of the Trial Period, Client is required to purchase a Subscription.
3. **Subscription Fee**
  - 3.1. Unless agreed otherwise with Informa, Client shall pay the Subscription Fee in accordance with the payment terms stated on the Subscription Form, in cleared funds by credit/debit card payment or other online payment method agreed by Informa, for the selected Subscription.
  - 3.2. Where Client agrees in writing with Informa that the Subscription Fee shall be invoiced, Client shall pay the Subscription Fee for the full Subscription Period and each Renewal Period in advance within thirty (30) days of the date of invoice. Informa shall have no liability whatsoever if Client pays the Subscription Fee (or any portion thereof) into any bank account other than the bank account specifically designated by Informa to Client for payment. In particular, Informa shall not be liable for any loss, damage, cost, claim or expense suffered or incurred by Client and/or any of its Personnel arising out of or in connection with third party fraud, including, without limitation, false change of bank account communications, identity theft and other scams. Payment of the Subscription Fee into Informa's designated bank account only shall satisfy Client's payment obligations under this Contract. To the extent that Client receives any communication notifying Client of a change in Informa's designated bank account, Client is required to verify the authenticity of the same directly with Informa.
  - 3.3. Without prejudice to any other right or remedy it may have, if Informa does not receive the Subscription Fee into Informa's designated bank account in cleared funds by the due date for payment, Informa shall be entitled to: (i) refuse and/or withdraw the provision of any element of the Subscription whereupon Client's access to any paid-for elements of the Subscription shall cease and Client's membership shall revert to non-paid for membership of the Services, and/or (ii) charge interest on such overdue sum from the due date of payment at the annual rate of 4% above the Bank of England base rate from time to time, accruing on a daily basis and being compounded quarterly until payment of the overdue sum is made, whether before or after judgment. Where Informa takes any such action, Client shall not be entitled to a refund of any portion of the Subscription Fee it has already paid in respect of the Subscription and the Subscription Fee for the remainder of the

# SUBSCRIPTION TERMS AND CONDITIONS

duration of the Subscription Period (or Renewal Period, as applicable) shall remain due and payable in full.

- 3.4. It is the intent of the parties that Informa shall receive the Subscription Fee in full and that any: (i) banking and other transfer of payment charges, and (ii) applicable VAT, GST, sales and/or service taxes shall be paid solely by Client (in addition to the Subscription Fee). If and to the extent that any withholding taxes are payable in connection with the whole or any portion of the Subscription Fee, Client shall pay such withholding taxes directly to the relevant tax authority and furnish Informa with a valid certificate evidencing payment. To the extent that a valid certificate is not provided, or to the extent that Informa is unable to recover the withholding taxes, the amount of the Subscription Fee shall be increased by an amount necessary to compensate for the withholding taxes (including, without limitation, any amount necessary to "gross up" for withholding taxes levied on the increase itself).

## 4. Client's general obligations

- 4.1. Client shall comply with: (i) all laws (including, without limitation, all laws relating to anti-bribery, anti-corruption, trade sanctions, modern slavery and export controls), and (ii) all rules, regulations and instructions issued by Informa from time to time in connection with any element of the Subscription.
- 4.2. Client warrants, represents and undertakes that: (i) it has the right, title and authority to enter into this Contract and perform its obligations hereunder, and (ii) the person signing or otherwise legally accepting this Contract on behalf of Client has the requisite authority to do so.
- 4.3. Client shall cooperate, in good faith, with Informa in all matters relating to the Subscription. Without limitation, Client shall provide Informa with all information as Informa may reasonably request in respect of the Subscription and shall ensure that such information is accurate.
- 4.4. Each party undertakes to the other party to: (i) at all times keep confidential all Confidential Information of the other party which it receives in connection with this Contract; (ii) not copy or reproduce any part of it without the prior written approval of the other party, except as strictly necessary for the performance of its obligations under this Contract; (iii) apply to it no lesser security measures and degree of care than those which it takes in protecting its own Confidential Information and in any event no less than that which a reasonable person or business would take in protecting its own confidential information; (iv) only use the Confidential Information as strictly necessary for the performance of, or exercise of its rights under this Contract; (v) subject to Condition 4.5 below, not at any time disclose the Confidential Information to any third party (other than its professional advisers, officers, employees, agents, contractors and sub-contractors on a 'need to know' basis as strictly required for the purposes of this Contract and subject to each such person being bound by an obligation of confidentiality equivalent to this Condition 4.4); and (vi) promptly, upon request and, in any event, upon termination of this Contract (for whatever reason), return to the other party all materials (in whatever form) incorporating, embodying or recording any such Confidential Information in its possession or control and, if requested by the other party, certify in writing that it has done so.
- 4.5. Either party may disclose the other's Confidential Information to the extent required by law or by any court, tribunal, regulator or other authority with competent jurisdiction to order its disclosure (but only to the extent of such requirement).
- 4.6. Each party shall notify the other party immediately upon discovery of any unauthorised use or disclosure of any Confidential Information by it or any party acting on its behalf, or any other breach of this Contract and will co-operate in every reasonable way to help the other party regain possession of the Confidential Information and prevent any further unauthorised use or disclosure.
- 4.7. Each party acknowledges that monetary damages may not be a sufficient remedy for the unauthorised disclosure of Confidential Information and that the other party shall be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction concerning any threatened or actual breach of any of the provisions of this Contract.
- 4.8. Informa recommends that Client be adequately insured in relation to its activities under this Contract.
- 4.9. Client acknowledges and agrees that use of any element of the Subscription that is hosted on a website, app or other platform shall be further subject to any terms of use and/or fair or acceptable use policies indicated on such website, app or other platform. Without prejudice to any other right or remedy it may have, if Client and/or any of its Personnel is in breach of any terms of use and/or fair or acceptable use policies indicated on such website, app or other platform, Informa reserves the right without liability to suspend and/or disable Client's and its Personnel's use of, access to, coverage within and benefits related to such website, app or other platform.

## 5. Client's commitments in respect of Platform and/or Services

- 5.1. Client shall use the Platform and/or Services solely for its internal business purposes and shall not redistribute, republish, or commercially

exploit any content accessed through the Subscription without Informa's prior written consent.

- 5.2. Client warrants, represents and undertakes that it will: (i) not reproduce, copy, or share subscription-only content with unauthorised third parties, (ii) not use automated systems, bots, or scraping tools to extract content from the Platform, (iii) not attempt to circumvent access controls or share login credentials with unauthorised users, (iv) not use the Services for any illegal purposes or in violation of applicable laws, and (v) not engage in any activity that could harm, disable, or impair the Platform's functionality or security.
- 5.3. Without limitation to Condition 13.3, Client shall indemnify Informa against any loss, damage, cost, claim or expense suffered or incurred by Informa and/or any member of the Informa Group arising out of or in connection with Client's breach of this Condition 5, including, without limitation, any third-party claim regarding unauthorised distribution or commercial use of the Services, Platform and/or Platform content.
- 5.4. In relation to the Services, Informa and its licensors shall retain ownership of all Intellectual Property Rights in the Services, and hereby grants to Client a royalty-free, non-exclusive, worldwide licence to access and view the Services for the purpose of receiving the Subscription during the Subscription Period only.
- 5.5. Although Informa shall take reasonable care in the production of Services, it shall not be liable for any errors, omissions or inaccuracies that may occur. All Services are subject to Informa's editorial discretion and Informa reserves the right to modify, update, or discontinue any content or subscription benefits at any time.
- 5.6. Without prejudice to any other right or remedy it may have, if Client and/or any of its Personnel is in breach of this Condition 5, Informa reserves the right without liability to: (i) suspend and/or discontinue Client's access to any Subscription Content, and/or (ii) refuse and/or withdraw the provision of any element of the Subscription.

## 6. Data protection

- 6.1. **Informa Data.** Each party acknowledges and agrees that it is responsible for its own processing of the Informa Data and any Contract Data, including, without limitation, any processing of Informa Data pursuant to a Data List (as defined in Condition 6.2) (and, where applicable, the parties agree that each party acts as an independent data controller of the Informa Data and Contract Data for the purposes of the General Data Protection Regulation (Regulation (EU) 2016/679)). Each party shall: (i) only process Informa Data and Contract Data in compliance with, and shall not cause itself and/or the other party to be in breach of, Data Protection Law, and (ii) act reasonably in providing such information and assistance as the other party may reasonably request to enable the other party to comply with its obligations under Data Protection Law. If either party becomes aware of a Reportable Breach relating to the processing of Informa Data or Contract Data in connection with this Contract, it shall: (i) provide the other party with reasonable details of such Reportable Breach without undue delay, and (ii) act reasonably in co-operating with the other party in respect of any communications and/or notifications to be issued to any data subjects and/or supervisory authorities in respect of the Reportable Breach. If either party receives any communication from any supervisory authority or data subject relating to the processing of Informa Data or Contract Data in connection with this Contract or the exercise of data subject rights, it shall: (i) provide the other party with reasonable details of such communication, and (ii) act reasonably in co-operating with the other party in respect of any response to the same. Informa collects, uses and protects Informa Data and Contract Data in accordance with its privacy policy, which can be found here: <https://www.informamarkets.com/en/privacy-policy.html>.
- 6.2. Without prejudice to the generality of Condition 6.1, Client acknowledges and agrees that if it receives any list containing Informa Data from Informa as part of the Subscription (a **Data List**), it shall: (i) keep the Data List confidential and not disclose it to any third party, (ii) only use the Data List for the purpose of making an initial approach to contacts on the Data List in response to their engagement with Client's products and/or services as facilitated by the Subscription, (iii) securely delete or put beyond use all or any part of the Data List upon Informa's reasonable request or by such time as is required by Data Protection Law, whichever is earlier, and (iv) provide Informa with reasonable details of any enquiry, complaint, notice and/or other communication it receives from any supervisory authority relating to Client's use of the Data List, and act reasonably in co-operating with Informa in respect of Client's response to the same. Client acknowledges and agrees that Informa shall only be obliged to provide Client with all or any part of a Data List to the extent that it is legally permitted to do so and Informa shall not be liable if the volume of Informa Data provided to Client is less than anticipated as a result of Informa's compliance with Data Protection Law.

## 7. Use of the Platform

- 7.1. Client's access to and use of the Platform is subject always to such use and access being: (i) in compliance with all applicable laws, rules and regulations; (ii) in accordance with the relevant Subscription Form (if any) and the terms

## SUBSCRIPTION TERMS AND CONDITIONS

- of these Conditions; (iii) for the internal business purposes of Client and not for resale, redistribution, or any other use of any kind by or for the benefit of any other person or entity; and (iv) in the format(s) and platform(s) specified in the Subscription Form (if any).
- 7.2. Client shall not and shall procure that its Personnel shall not:
- 7.2.1. copy, reproduce, modify, create any derivative works from and/or reverse engineer any aspect of the Platform;
- 7.2.2. resell, sub-license, rent, lease, transfer or attempt to assign any rights in and/or to access and/or use the Platform to any other person;
- 7.2.3. use the Platform for anything other than their intended purpose and/or in any manner other than in compliance with law and these Conditions;
- 7.2.4. infringe Informa's Intellectual Property Rights or those of any third party in relation to its use of the Platform;
- 7.2.5. knowingly transmit, send or upload any data to the Platform that contains viruses and any other malware or corrupting elements of any kind;
- 7.2.6. use the Platform in any way that could damage, disable, overburden, impair or compromise Informa's systems and/or security and/or interfere with other users' use of the Platform;
- 7.2.7. use any robots and/or data gathering/mining extraction techniques intended to scrape data from the Platform;
- 7.2.8. use any third party applications and/or software that interacts with the Platform without the prior written consent of Informa; and/or
- 7.2.9. engage in the sending/distribution of spam and/or mass unsolicited messages using the Platform.
- 7.3. Informa cannot guarantee that the Platform shall operate continuously, securely or without interruption and Informa does not accept any liability for its temporary unavailability or for any viruses or other harmful components. Client must not attempt to interfere with, manipulate, damage or disrupt the proper working of the Platform (for example, by attempting to circumvent security or tamper with, hack into or otherwise disrupt any computer system, server, website, router or any other internet connected device). Informa reserves the right at any time and for any reason to: (i) make alterations and/or corrections to, suspend and/or discontinue any aspect of the Platform, (ii) vary the technical specification of the Platform, and/or (iii) temporarily suspend and/or disable Client's and its Personnel's access to the Platform for the purposes of maintenance, upgrade or addressing any security concerns.
- 7.4. Client's ability to access and use the Platform requires one or more compatible devices with certain software and internet access (which shall be at Client's own cost), including, without limitation, a requirement to make updates/upgrades from time to time. High speed internet access is recommended. Client acknowledges and agrees that: (i) Client's ability to access and/or use the Platform may be affected by the performance of any of the foregoing elements, and (ii) Informa shall not be liable to Client to the extent that Client is unable to access and/or use (in whole or in part) the Platform due to any of the foregoing elements. Client acknowledges and agrees that any system requirements prescribed by Informa to enable Client to access and use the Platform, which may be changed by Informa from time to time, are Client's responsibility to obtain and maintain.
- 7.5. Informa does not guarantee or warrant that any content available for downloading from the Platform will be free from infections, viruses and/or other code that has contaminating or destructive properties. Client is responsible for implementing sufficient procedures and virus checks to satisfy its particular requirements for the accuracy of data input and output.
- 7.6. Client acknowledges and agrees that use of the Platform and/or any downloadable software thereon shall be further subject to any website terms of use and/or fair or acceptable use policies indicated on the Platform and/or any end user licence agreements indicated at the time of software download.
- 7.7. Client is solely responsible for its, and its Personnel's, actions and conduct while accessing and/or using the Platform and Client shall not, and shall procure that its Personnel shall not, engage in any harassing, threatening, intimidating, predatory or stalking behaviour in connection with the Platform.
- 7.8. Client acknowledges and agrees that all usernames and passwords used to access the Platform are confidential and personal to Client and its Personnel (as applicable). Client shall not, and shall procure that its Personnel shall not, permit others to use such usernames and/or passwords and Client shall be liable for the acts and omissions of any person using such usernames and/or passwords (whether or not such use was authorised by Client and/or its Personnel). Client shall notify Informa immediately of any unauthorised use of any usernames and/or passwords or any other breach of security regarding the Platform that comes to its attention.
- 7.9. All Materials must comply with these Conditions. Informa reserves the right to remove any Materials that it deems offensive, inappropriate, libellous or non-compliant with these Conditions. Client shall ensure that the Materials shall not infringe the Intellectual Property Rights of any third party and Client shall be solely responsible for checking the accuracy and compliance with law of any Materials.
- 7.10. All Materials shall be considered non-confidential and non-proprietary. Client waives any moral rights in the Materials to the fullest extent permitted by law.
- 7.11. If and to the extent that the Materials contains information relating to Client's products and/or services (images and details of which may be uploaded to the Platform), Client further represents, warrants and undertakes that such information is limited to generic information only and is not advisory. Client shall ensure that the Materials relates exclusively to Client's own commercial activities.
- 7.12. Informa does not endorse or accept any responsibility for the use of, or content on, any other website linked or referenced within the Platform and Informa shall not be liable for any loss, damage, cost, claim or expense suffered or incurred by Client and/or any of its Personnel arising out of or in connection with the use of, or reliance on, any content, products and/or services available on or through any other website.
- 7.13. Without prejudice to any other right or remedy it may have, if Client and/or any of its Personnel is in breach of this Condition 7 (and/or any website terms of use and/or fair or acceptable use policies indicated on the Platform and/or any end user licence agreements indicated at the time of software download), Informa reserves the right without liability to suspend and/or disable Client's and its Personnel's use of and access to the Platform.
- 8. Specific terms relating to the Services**
- 8.1. Informa shall use commercially reasonable efforts to adhere to any delivery schedule set out in the Subscription Form.
- 8.2. If the Services include the distribution of e-mails to third parties by way of a promotional campaign, at Informa's request Client shall: (i) maintain and deliver to Informa, by no later than five (5) days prior to the start of a campaign, a true, correct and complete suppression list containing e-mail addresses of those individuals who have opted out or unsubscribed from receiving communications from and/or relating to Client and/or any of its affiliates (a **Suppression List**), and (ii) for the duration of the campaign, provide Informa with an updated Suppression List, in a format specified by Informa, immediately following each instance that an individual has requested to be opted out or unsubscribed. To the extent that, pursuant to the Services, any e-mails will be sent to any e-mail addresses provided by Client and/or its Personnel, Client warrants, represents and undertakes that Client has obtained all consents and permissions required for such e-mails to be sent to such e-mail addresses and that no such e-mail address appears on any Suppression List.
- 8.3. Where the Services include any data authentication, data enhancement or any other similar services, Client warrants, represents and undertakes that, to the extent Client shares any personal data (including, without limitation, email addresses) or other information with Informa in connection with such services, Client has obtained all consents and permissions required to share such data and/or information with Informa and that no e-mail address included therein appears on any Suppression List.
- 8.4. Without prejudice to any other right or remedy it may have, if Client and/or any of its Personnel is in breach of this Condition 8, Informa reserves the right without liability to refuse and/or withdraw the provision of any element of the Services. Client shall indemnify Informa against any loss, damage, cost, claim or expense (including, without limitation, in connection with any regulatory action or fine) suffered or incurred by Informa and/or any member of the Informa Group arising out of or in connection with any breach by Client and/or its Personnel of this Condition 8.
- 8.5. Informa's total liability in connection with the Services and/or Platform, howsoever arising, shall be limited to the total amount of the Subscription Fees paid by Client in respect of the Services only.
- 9. Limitation of rights granted**
- 9.1. Client's rights in relation to the Subscription are strictly limited to those set out in this Contract. Client is not permitted to promote or advertise its association with Informa, except as expressly stated herein or with the prior written consent of Informa. Nothing in this Contract shall be construed as granting to Client any right, permission or licence to use or exploit the Intellectual Property Rights of Informa and/or any member of the Informa Group.
- 10. Changes to the Subscription**
- 10.1. Notwithstanding any other provision of this Contract, Informa reserves the right without liability at any time and for any reason to: (i) make reasonable changes to the format, content, position, rotation, size, style and/or timings (including, without limitation, the delivery schedule) of any element of the Subscription (which may include, without limitation, cancelling any element of the Subscription), and/or (ii) vary the content, layout and/or format of any of its publications, websites, platforms, media or other properties (including, without limitation, changing the URL of any of its websites). If any such changes and/or variations are made, this Contract shall continue to be

## SUBSCRIPTION TERMS AND CONDITIONS

- binding on both parties, provided that the Subscription shall be amended as Informa considers necessary to take account of such changes.
- 11. Cancellation**
- 11.1. Either party may cancel a Subscription with effect from the expiry of the Subscription Period (or then current Renewal Period) by giving prior written notice to the other party (of which email is sufficient) which must be received no later than one month before the date of any such renewal of the current Subscription Period (or Renewal Period) in respect of a Subscription.
- 11.2. Either party may cancel a Trial with immediate effect at any time prior to expiry of the relevant Trial Period) by giving written notice to the other party (of which email is sufficient).
- 11.3. Subscriptions may not be cancelled part-way through a Subscription Period (or applicable Renewal Period) and any cancellation notice received prior to expiry of the relevant Subscription Period (or applicable Renewal Period) shall not take effect until expiry of that Subscription Period (or applicable Renewal Period) and the Subscription Fee for that Subscription Period (or applicable Renewal Period) shall remain due and payable in full (and no refunds shall be given).
- 12. Termination**
- 12.1. Informa may terminate this Contract without liability immediately at any time by written notice to Client if Client: (i) is in material breach of any of its obligations under this Contract and/or any other agreement between Client and any member of the Informa Group and either the breach is irremediable or Client has not remedied the breach (if the same is capable of remedy) within fourteen (14) days of receiving written notice of the breach (or such lesser period as would be required for the breach to be remedied in sufficient time prior to any element of the Subscription being provided on a scheduled date), (ii) goes into liquidation, is declared insolvent, has an administrator appointed (or an application is made for the same), ceases to carry on business or suffers any analogous event in any jurisdiction, or (iii) is convicted of any criminal offence or otherwise so conducts itself as to bring itself and/or Informa into disrepute. Without prejudice to any other right or remedy it may have, in the event that Informa terminates this Contract pursuant to this Condition 12.1, Informa shall not be required to refund any Subscription Fee received from Client and Informa shall be entitled to submit an invoice in respect of the balance (or the whole as the case may be) of the Subscription Fee which shall become immediately due and payable.
- 12.2. Informa may terminate this Contract without liability immediately at any time by written notice to Client if Informa: (i) determines in its absolute discretion that the provision of the Subscription to Client is not in Informa's legitimate commercial interests, and/or (ii) is required by any law or instructed by any financial institution to cease trading with certain individuals/entities and/or in certain geographical locations. In the event that Informa terminates this Contract pursuant to this Condition 12.2, any portion of the Subscription Fee already paid shall be refunded (where legally permissible) and Client shall be released from paying any further portion of the Subscription Fee. Client acknowledges and agrees that the refund of Subscription Fee paid is Client's sole remedy in the event of termination by Informa under this Condition 12.2 and all other liability of Informa is hereby expressly excluded.
- 12.3. Upon any termination of this Contract, without prejudice to any other right or remedy it may have, Informa shall be free to re-sell any aspects of the Subscription as it shall deem fit.
- 12.4. Termination of this Contract shall not affect any rights, remedies, obligations or liabilities of either party that have accrued up to the date of termination.
- 12.5. Conditions 1, 3, 5.3, 7.13, 8.5, 9, 11, 12, 13, 14 and 15 shall survive termination of this Contract.
- 13. Liability and indemnity**
- 13.1. Informa does not make any warranty as to the Subscription in general, including, without limitation, in relation to the benefit and/or outcome (commercial or otherwise) that Client may achieve, and/or the type/level of audience that Client may reach, as a result of purchasing any element of the Subscription and/or participating in any match-making initiatives, transactions or other deals/arrangements with third parties. Without limitation to the foregoing: (i) if the Subscription Form refers to a "guarantee" (or similar promise) as to number of leads, number of attendees, number of participants, number of clicks, number of impressions, viewability and/or any other matter (any of the foregoing, a **Guarantee**), such language shall be deemed only to require Informa to make commercially reasonable efforts to achieve the applicable threshold for such metric, and (ii) where applicable, Informa shall not be liable to the extent that the volume of end contacts reached, contacted and/or provided to Client pursuant to the Subscription is less than anticipated as a result of Informa's compliance with Data Protection Law. Except as set out in these Conditions, to the fullest extent permitted by law, Informa excludes all terms, conditions, warranties, representations and undertakings relating to the Subscription that are not expressly stated herein.
- 13.2. Subject to Condition 13.5: (i) neither Informa nor any member of the Informa Group shall be liable for any (a) indirect, consequential, special, incidental or punitive loss or damage, loss of actual or anticipated profits or income, loss of business, loss of opportunity, loss of goodwill, loss or corruption of data or any other type of economic loss or damage, or (b) loss (or theft) of, injury to, illness of or damage to the person, property and effects of Client and/or any of its Personnel and/or any third party, whether (a) or (b) is caused by negligence, intentional act, accident, act of God or otherwise, and (ii) Informa's (and any member of the Informa Group's) maximum aggregate liability to Client and its Personnel under this Contract or otherwise in connection with the Subscription, howsoever arising, shall be limited to the total amount of the Subscription Fee paid by Client.
- 13.3. Client shall indemnify Informa against any loss, damage, cost, claim or expense suffered or incurred by Informa and/or any member of the Informa Group arising out of or in connection with: (i) any loss of or damage to any property or injury to, illness of or death of any person caused by any act or omission of Client and/or its Personnel, (ii) any third party claim that the receipt and/or use of the Materials in connection with the Subscription constitutes an infringement of the Intellectual Property Rights of any third party, and (iii) any breach by Client and/or its Personnel of any law and/or code of practice related to advertising.
- 13.4. Informa shall not be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure results from a Force Majeure Event and/or from any delay, failure or error on the part of Client in providing cooperation, performance and/or approvals, consents, information and/or Materials as contemplated by this Contract. For the avoidance of doubt, nothing in this Condition 13.4 shall excuse Client from the payment of the Subscription Fee under this Contract.
- 13.5. Nothing in these Conditions shall exclude or limit any liability which cannot be excluded or limited by law.
- 13.6. Client acknowledges and agrees that, in light of the Subscription Fee, the provisions of this Condition 13 are no more than is reasonable to protect Informa as the provider of the Subscription.
- 14. General**
- 14.1. Client acknowledges and agrees that Informa and each member of the Informa Group shall have a perpetual, irrevocable, royalty-free, non-exclusive, worldwide licence and right to collect and maintain, and to reproduce, publish, display, transmit, distribute, adapt, create derivative works from, syndicate and otherwise exploit or use, commercially or otherwise, in any medium, any and all: (i) analytics data captured in connection with any part of the Subscription (including, without limitation, user or online behaviours and usage data relating to any Platforms and/or any lead generation/match-making initiatives), and/or (ii) Materials and other data, information and/or materials displayed or made available by Client and/or its Personnel in connection with the Subscription, including, without limitation, any data or information furnished to Informa pursuant to Condition 8.2 and Condition 8.3 (together, both (i) and (ii) being the **Data**). The foregoing shall include, without limitation, Informa and each member of the Informa Group being entitled to use, repurpose and reproduce the Data to create, develop, sell or otherwise make available products, services or works in any media or form (whether physical, digital or intangible) now known or later developed (which may include, without limitation, incorporating all or any part of any Materials and other information and/or materials displayed or made available by Client and/or its Personnel into such products, services or works).
- 14.2. Nothing in this Contract shall create a partnership, joint venture or agency relationship between the parties.
- 14.3. If and to the extent that there is any conflict between these Conditions and the Subscription Form, the terms of the Subscription Form shall prevail.
- 14.4. Each party acknowledges and agrees that this Contract constitutes the entire agreement between the parties in relation to the Subscription and that it supersedes any and all prior oral or written understandings, communications or agreements with respect to the subject matter hereof.
- 14.5. Client may not assign or sub-contract any of its rights or obligations under this Contract without the prior written consent of Informa. Informa shall be entitled to assign any and all of its rights under this Contract to any member of the Informa Group and the consent of Client shall not be required. Informa shall be entitled, without the consent of Client, to sub-contract any and all of its obligations under this Contract to any member of the Informa Group or any third party contractor assisting Informa with the facilitation of the Subscription.
- 14.6. No failure by either party in exercising any right or remedy shall operate as a waiver of the same. No waiver by either party of any breach by the other party shall be considered as a waiver of any subsequent breach of the same or any other provision of this Contract. The rights and remedies under this Contract are cumulative and are not exclusive of any rights or remedies provided by law.
- 14.7. If any provision of this Contract is or becomes invalid, illegal or unenforceable, that provision shall be deemed modified to the minimum

## SUBSCRIPTION TERMS AND CONDITIONS

- extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this Condition 14.7 shall not affect the validity and enforceability of the rest of this Contract.
- 14.8. Unless it is expressly stated otherwise, this Contract does not give rise to any rights for a third party to enforce any term of this Contract. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Contract are not subject to the consent of any other person.
- 14.9. Informa reserves the right to set off any indebtedness of Client to Informa against any indebtedness of Informa to Client, regardless of whether any such indebtedness arises pursuant to this Contract or otherwise.
- 14.10. Any notice or other communication given to a party under or in connection with this Contract shall be in writing (which includes, without limitation, e-mail).
- 15. Governing law and jurisdiction**
- 15.1. This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with English law. Each party irrevocably agrees that the English courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation.

