

# TERMS AND CONDITIONS

AS OFFICIAL ORGANIZERS OF LANGKAWI INTERNATIONAL MARITIME AND AEROSPACE EXHIBITION 2017, THESE TERMS OF USE (“*TERMS*”) GOVERN THE ACCESS AND/OR USE BY YOU, AN INDIVIDUAL, FROM WITHIN ANY COUNTRY, IN THE WORLD OF MOBILE WEB AND WEBSITES CONTENT, WHICH FACILITATES THE REGISTRATION, BOOKING, ADVERTISING, SPONSORSHIP AND/OR BRAND AWARENESS BETWEEN EXHIBITORS, TRADE VISITORS, PUBLIC VISITORS, CONTRACTORS, SUPPLIERS, MEDIA, BLOGGERS, SPONSORS, WORLDWIDE REPRESENTATIVES AND/OR END USERS (THE “*SERVICES*”) THROUGH THE LIMA’17 PLATFORM AND WEBSITE (“*LIMA’17*”) OWNED BY EN PROJECTS SDN. BHD., A PRIVATE LIMITED COMPANY ESTABLISHED UNDER THE COMPANIES ACT 1965 OF MALAYSIA AND REGISTERED UNDER THE REGISTRATION NUMBER OF 807983-U.

## 1. CONTRACTUAL RELATIONSHIP

Please read these terms carefully before accessing and/or using the Services on the web site. Your registration and usage:

Your access and/or use of the Services on the web site constitutes your full and irremovable agreement to be bound by these terms it updates, and LIMA’17 privacy policy which establish a contractual relationship between you and LIMA’17. If you do not agree to these terms, you may not or may choose not to access and/or use the web site and/or Services. These terms expressly supersede prior agreements or arrangements with you. LIMA’17 may immediately terminate these terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

Supplemental terms may apply to certain Services, such as policies for a particular event, activity, sponsorship or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed a part of, the terms for the purposes of the applicable Services. Supplemental terms shall prevail over these terms in the event of a conflict with respect to the applicable Services.

LIMA’17 may amend the terms related to the Services from time to time. Amendments will be effective upon LIMA’17 posting of such updated terms at this location or the amended policies or supplemental terms on the applicable service. Your continued access and/or use of the Services after such posting constitutes your consent to be bound by the terms, as amended.

Whilst LIMA’17 and its agents and affiliates have done their best to ensure the accuracy of data and information of the Services contained within this web site, it does not assume, and hereby disclaims any liability for any loss or damage caused by errors or omissions, whether such errors or omissions resulted from negligence, accident or other causes. This web site contains links to web sites, web pages and Services also operated by LIMA’17 and its affiliates. You agree to familiarise yourself with the Terms and Conditions of Use and to abide by them if you choose to use the sites, pages or services to which they apply.

Our collection and use of personal information from you and other users in connection with the Services is as provided in accordance with the Malaysian Personal Data Protection Act 2010, the Personal Data Protection Regulations and in LIMA’17 privacy policy located at <http://www.limaexhibition.com/>. LIMA’17

may provide to a claims processor or an insurer any necessary information (including your contact information) if there is a complaint, dispute or conflict, which may include an accident or damages, involving you and a third party provider) and such information or data is necessary to resolve the complaint, dispute or conflict.

## 2. THE SERVICES

This website and the Services contained was developed by EN Projects (M) Sdn. Bhd. that enables users of LIMA'17 to access and operate via mobile web or websites provided as part of the Services (each, an "*application*") to effect advertisements and bookings between exhibitors, trade visitors, public visitors, contractors, suppliers, media, bloggers, sponsors, worldwide representatives and/or end users of LIMA'17 or certain of LIMA'17 affiliates ("*third party providers*").

Unless otherwise agreed by LIMA'17 in a separate written agreement with you, the Services are made available solely for your private, noncommercial use and you may copy data and information from it, distribute, transmit and/or reproduce content provided appropriate citation, acknowledgment and or brand association regarding origin of source within the web site, electronic web link(s) to the web site and copyright notices are included. Also permitted is limited not-for-financial-reward reproduction and transmission to colleagues, coworkers and other industry members.

You may not modify, create derivative works, transfer, or sell any data or information from it to third parties without prior written permission from EN Projects (M) Sdn Bhd. If the web site is developed to contain bulletin board services, chat areas, news groups, forums, vertical communities and/or other message or communication facilities (collectively known as "Communities"), you agree to use the Communities only to send and receive messages and material that are proper and related to the particular forum and you agree by way of example, not as a limitation, that when using a Community, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material, data or information; upload files that contain material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents to upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer conduct; forward or link Lima'17 information or data to pyramid schemes or chain letters.

### 2.1 License

Subject to your compliance with these terms, LIMA'17 grants you a limited, non-exclusive, non-sub-licensable, revocable, non-transferrable license to:

- i. access and/or use the platform and website on your personal device solely in connection with your use of the Services; and
- ii. access and/or use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use which may be terminated by EN Projects (M) Sdn. Bhd. or LIMA'17 at any time upon breach of any terms of this Agreement. Any rights not expressly granted herein are reserved by EN Projects (M) Sdn. Bhd. and LIMA'17 licensors.

## **2.2 Provision of the Services**

You acknowledge that portions of the Services may be made available under LIMA'17 various brands or request options associated with the company and brand. You also acknowledge that the Services may be made available under such brands or request options by or in connection with:

- i. certain of LIMA'17 subsidiaries and affiliates; or
- ii. independent third party providers, including exhibitors, trade visitors, public visitors, contractors, suppliers, media, bloggers, sponsors, worldwide representatives and/or end users.

## **2.3 Third Party Services and Content**

The Services may be made available or accessed in connection with third party Services and content (including advertising) that LIMA'17 does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party Services and content. LIMA'17 does not endorse such third party Services and content and in no event shall LIMA'17 be responsible or liable for any products or Services of such third party providers. Additionally, Apple Inc., Google Inc., Microsoft Corporation or Blackberry Limited and/or their applicable international subsidiaries and affiliates will be third-party beneficiaries to this Agreement if you access the Services using applications developed for Apple Ios, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access and/or use to the Services using these devices is subject to terms set forth in the applicable third party beneficiary's terms of service.

## **2.4 Ownership**

The Services, intellectual property and all rights therein are and shall remain LIMA'17 property or the property of LIMA'17 licensors. Neither these terms nor your use of the Services convey or grant to you any rights:

- i. in or related to the Services except for the limited license granted above; or
- ii. to use or reference in any manner LIMA'17 company names, logos, product and service names, trademarks or Services marks or those of LIMA'17 licensors.

## **3. YOUR USE OF THE SERVICES**

### **3.1 User access**

You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to access and/or operate the web site. Account registration requires you to submit to LIMA'17 certain personal information, such as your name, address, mobile phone number and age, may require at least one valid payment method (either a credit card or accepted payment partner). You agree to maintain accurate, complete, and up-to-date information in your account and not to provide information to LIMA'17 that is misrepresenting, negligible or inaccurate. Your failure to maintain accurate, complete, and up-to-date account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Services or LIMA'17 termination of these terms with you and take any action against to recover any payments left unpaid by you for the Services. You are responsible for all activity that occurs under your access and/or operation of the web site.

### **3.2 User requirements and conduct**

The Service is not available for use by persons under the age of 18 and not of full capacity. You may not authorize third parties to register on your behalf, and you may not allow persons under the age of 18 to access and/or operate the Services from third party providers unless they are accompanied by you. You may not assign or otherwise transfer your registered account to any other person or entity. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes. You will not, in your use of the Services, cause nuisance, annoyance, inconvenience, or property damage, whether to the third party provider or any other party. In certain instances, you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.

### **3.3 Text messaging**

By creating an account, you agree that the Services may send you informational text ("sms") messages as part of the normal business operation of your use of the Services. You may opt-out of receiving sms messages from LIMA'17 at any time by emailing the company that you no longer wish to receive such messages, along with the phone number of the mobile device receiving the messages. You acknowledge that opting out of receiving sms messages may impact your use of the Services.

### **3.4 Network access and devices**

You are responsible for obtaining the data network access necessary to access and/or use the web site and/or Services. Your mobile network's data and messaging rates and fees may apply if you access and/or use the web site and/or Services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and/or use the web site and/or Services and any updates thereto. LIMA'17 does not guarantee that the web site and/or Services, or any portion thereof, will function on any particular hardware or devices. In addition, the web site and/or Services may be subject to malfunctions and delays inherent in the use of the internet and electronic communications.

## 4. DISCLAIMERS

As a private limited company facilitating the Services between LIMA'17 and its end users via its designated mobile web or website, LIMA'17 Services are provided "as is" and "as available." LIMA'17 disclaims all liabilities, representations and warranties, express, implied or statutory, not expressly set out in these terms, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement. In addition, LIMA'17 makes no representation, warranty, or guarantee regarding the reliability, timeliness, quality, suitability or availability of the web site or any Services or that the Services will be uninterrupted or error-free. LIMA'17 does not guarantee the quality, suitability, safety or ability of third party providers. You agree that the entire risk arising out of your access and/or use of the Services, and any service or good requested in connection therewith, remains solely with you, to the maximum extent permitted under applicable law. Additionally, LIMA'17 disclaims all liabilities, representations and warranties, express, implied or statutory, not expressly set out in these terms, including the implied warranties of data protection passed to its company, business associates authorities for the purpose of LIMA'17.

### 4.1 Limitation of Liability

LIMA'17 and its organizers, managers, officers, representatives and employees shall not be liable to you, your belongings or your representatives for indirect, incidental, special, exemplary, punitive or consequential damages, including lost profits, lost data, personal injury or property damage related to, in connection with, or otherwise resulting from any use of the Services, even if LIMA'17 has been advised of the possibility of such damages. Additionally, LIMA'17 shall not be liable for any damages, liability or losses arising out of:

- i. your use of or reliance on the web site and/or Services or your inability to access and/or use the web site and/or Services;
- ii. any transaction or relationship between you and any third party provider, even if LIMA'17 has been advised of the possibility of such damages;
- iii. representation, care, statements, omissions and actions of third party and associated representatives supplied by LIMA'17 in the response of any of your request for its Services. LIMA'17 shall also not be liable for the delay, misrepresentation or failure in performance resulting from causes beyond LIMA'17 reasonable control or inaccurate or negligent instructions and communication passed to LIMA'17.

In any event where LIMA'17 agrees to assume responsibility to you in connection with the Services for all damages, losses and causes of action, you agree that their responsibility and/or costs to you, if any shall not exceed the sum of one hundred Malaysian Ringgit (RM100.00) throughout the entire use of your Services.

LIMA'17 web site and/or Services may be used by you to effect matching of business programmes, sponsorship for brand awareness and advertising, registrations, advertisements and bookings between exhibitors, trade visitors, public visitors, contractors, suppliers, media, bloggers, sponsors, worldwide representatives and/or end users of such Services with third party providers, but you agree that LIMA'17 has no responsibility or liability to you whatsoever related Services arranged or provided to you by these third party providers other than as expressly set forth in these terms.

## 4.2 Indemnity

You agree to indemnify and hold LIMA'17 and its organizers, officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including solicitors' fees) arising out of or in connection with:

- i. your use of the website and/or Services;
- ii. your breach or violation of any of these terms;
- iii. your breach or violation of any of the terms and policies of LIMA'17, EN Projects (M) Sdn. Bhd. and its binding partners;
- iv. LIMA'17 use of your user content;
- v. your violation of the rights of any third party, including third party providers;
- vi. your misappropriation, passing off or any criminal or civil harm you cause to LIMA'17, its brand and intellectual properties, its representatives, assets, products and its business partners; and/or, in the alternative:
  - a) misrepresent the source of anything you post, including impersonation of another individual or entity of any false or inaccurate biographical information for any individual or related representative, provide or create links to external sites that violate this terms of use, is intended to harm or exploit any individual in any way or is designed to solicit, or collect personally identifiable information of any person without his or her express consent;
  - b) invade anyone's privacy by attempting to harvest, collect or otherwise utilize or publish any of their information without their knowledge and willing consent;
  - c) disseminate, publish or display falsehoods or misrepresentations that could damage LIMA'17 or any third party;
- vii. pornographic, harassing, hateful, illegal, obscene, defamatory, libelous, slanderous, threatening, discriminatory, racially, culturally, or ethnically offensive; incites, advocates, or expresses pornography, obscenity, vulgarity, profanity, hatred, bigotry, racism or gratuitous violence, encourages conduct that would be considered a criminal offence, give rise to civil liability or violate any law, promotes racism, hatred or physical harm of any kind against any group or individual, contains nudity, violence or inappropriate subject matter, or is otherwise inappropriate post that you place on the web which you attach to the name and brand of LIMA'17, its representatives and business partners.

## 4.3 Restrictions

You may not:

- i. remove any copyright, trademark or other proprietary notices from any portion of the website and/or Services;
- ii. reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by LIMA'17;

- iii. decompile, reverse, engineer or disassemble the Services except as may be permitted by applicable law;
- iv. link to, mirror or frame any portion of the Services;
- v. cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or
- vi. attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks

without suffering the full consequences of the law of Malaysia and any legal action LIMA'17 is able to take against you for harm, loss and damage suffered, including the provision of all equipment and informed owned by to cause harm, loss and damage to LIMA'17, whether intentionally or unintentionally.

#### 4.4 Termination

LIMA'17 reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, its website and Services or any part thereof with or without notice to you and in its sole discretion. You agree that LIMA'17 shall not be liable to you or to any third party for any modification, suspension or discontinuance of LIMA'17 services.

You hereby acknowledge and agree that LIMA'17 in its sole and absolute discretion has the right but not the obligation to block your IP address, cancel the website or otherwise terminate your access to or participation in the use of the website or any part thereof, or remove and discard any submitted content on the website immediately and without notice and for any reason which is may but is not obliged to disclose.

Upon termination of your account, your right to access and/or operate in any way shall automatically terminate and the following shall occur:

- i. all licenses granted to you will immediately terminate;
- ii. LIMA'17 shall not be liable to you or any third party for any termination of your access and/or operate to the website. LIMA'17 retains the right to use any data collected from your use of the website; and
- iii. all related licenses you have granted LIMA'17 hereunder shall remain in effect for the foregoing purpose. In no event is LIMA'17 obligated to return any submitted content to you. All terms and conditions and rights in favour of LIMA'17 survive termination and remain in the full benefit of LIMA'17;
- iv. LIMA'17 shall be at liberty to report you to the authorities immediately and without notice to you for any posts, words, threats and/or actions which is or are considered in harm of the fear and safety of any or all of its users, LIMA'17 and its representatives or assistants.

You agree to indemnify and hold LIMA'17, and its organizer, officers, managers, members, affiliates, successor, assigns, directors, agents, suppliers, and employees harmless from any claim or demand, including reasonable attorneys' fees and court costs, made by any third party due to or arising out of the termination.

## 5. GENERAL

### 5.1 Governing law

Except as otherwise set forth in these terms, these terms shall be exclusively governed by the courts of and construed in accordance with the laws of Malaysia. Any dispute, conflict, claim or controversy arising out of or broadly in connection with or relating to the Services or these terms, including those relating to its validity, its construction or its enforceability (any “*dispute*”) shall be first mandatorily be negotiated between the parties in a friendly manner with the aims to settle the dispute amicably. If such dispute has not been settled within sixty (60) days after a request for negotiation has been submitted by either party, the parties can refer the matter to their respective solicitors for assistance to resolve the same finally before court or alternative dispute means.

### 5.2 Claims & Notice

LIMA'17 may give notice by means of a general notice on the Services, electronic mail to your email address in your account, or by written communication sent to your address as set forth in your account. You may give notice or any claims by written communication to LIMA'17 address at EN Projects (M) Sdn. Bhd., Suite 5.02, Wisma E& C, No.2, Lorong Dungun Kiri, Damansara Heights, 50490 Kuala Lumpur, Malaysia.

### 5.3 Others

You may not assign or transfer these terms in whole or in part without LIMA'17 prior written approval. You give your approval to LIMA'17 for it to assign or transfer these terms in whole or in part, including to:

- i. a subsidiary or affiliate;
- ii. an acquirer of LIMA'17 equity, business or assets; or
- iii. a successor by merger. No joint venture, partnership, employment or agency relationship exists between you, LIMA'17 or any third party provider as a result of the contract between you and LIMA'17 or use of the Services.

If any provision of these terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of these terms but the legality, validity and enforceability of the other provisions in these terms shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of these terms. These terms constitute the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In these terms, the words “including” and “include” mean “including, but not limited to.”