

# TERMS OF USE (WEBSITE)



Last updated: May 2021

By accessing the website “www.eaexhibitions.com” you, the individual and/or representing any legal entity, visiting this website, acknowledge that you have read this agreement, understand this agreement and agree to be bound by this agreement. In this agreement the company trade name EA Exhibitions is abbreviated as “EA”.

## 1. Website and content

All of the following mentioned soft- and hardware items used for the purpose of this agreement fall under the term “Website”; site, website, mobile apps, exhibitor portal, portal, booking form, webshop, platform, weblinks, applications, software, code and interfaces related to EA.

All of the following mentioned soft- and hardware items used for the purpose of this agreement fall under the term “Content”; all text, pictures, graphics, illustrations, video’s on the website.

## 2. Partnership with “Toddoo event management software”

For the purpose of providing all products, goods and services and all forms of communication with affiliates, partners, clients, exhibitors, sponsors, contractors, suppliers, venues, EA has a partnership and makes use of Toddoo event management software.

## 3. Ownership and copyrights

EA is the owner of all rights, titles and interest of the website, including all copyrights, patent rights, trademark rights and all other intellectual property rights.

Copyrights are owned by EA or by third parties who have licensed their content to EA.

All trademarks and logos on the website are owned by EA or their respective owners and may not be reproduced or used without the written permission of its owner.

## 4. Website access limitations

Within this agreement EA permits the website visitor to temporarily access the website with the following limitations:

Not to download, duplicate items, delete or make modifications to the website

Not to resell the website or use for any commercial activities

Not to use or copy or gain access to any account information such as personal data

Not to perform any activity that could harm (the performance of) the website

EA reserves the right, at any time with or without prior notice of the website visitor, to change, limit or deny access to the website.

## 5. Confidentiality

The visitor of this website or one of the related sites is expected to and responsible for keeping user names and passwords confidential. In addition, the visitor or this website is responsible for all activities that occur under its account.

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## 6. Accuracy

EA attempts to be as accurate as possible when it comes to the descriptions of products, goods and services used the EA website. Nevertheless, EA cannot guarantee that the content used for products, goods and services on its website is free of errors or complete and reliable.

## 7. Communication

Communication to- and from EA is done predominantly by e-mail and/or notification posts via the website. The visitor of the website gives permission to communicate electronically. Any form of electronic communication such as terms and agreements is agreed by the website visitor to satisfy any legal requirements that such form of communication should be in writing.

## 8. Disclaimer of warranties

EA, its partners and any third party suppliers and distributors make no representation or warranty of any kind regarding the website and/or any content all of which are provided on an as is" basis. EA, its partners and any third party suppliers and distributors disclaim any and all representations, warranties and conditions of any kind whatsoever, express, implied or otherwise, including any implied warranties of merchantability, qualification for a particular purpose, title, accuracy of informational content and non-violation.

EA makes no promise, agreement, statement, warranty or guarantee that any website user will obtain any particular or tangible result or goal through the use of the website or that the website or any content, goods or services available on or through the website or EA will be appropriate for any particular use to which you may put them.

EA, its partners and any third party suppliers and distributors do not represent or warrant that the website, digital communications or the content will be uninterrupted, error-free, reliable, available, current, complete, accurate, virus-free or secure. EA cannot and does not warrant or guarantee that any electronic communications (including via the website, e-mail or announcement posts) on or through the website, is or will be totally secure.

EA website might have links to third parties websites. Visiting these other websites are at the risk of the website visitor. In no event shall EA, its partners, or any third party supplier or distributors be responsible or be liable and make no representation or warranty regarding any other websites.

## 9. Limitations of liability

Use of the website, digital communication notifications and the content are at the sole risk of the website visitor.

In no event shall EA, its partners, or any third party suppliers or distributors be liable for any injury, loss, claim, damage, or any special, exemplary, disciplinary, indirect, incidental or consequential damages of any kind (including for any loss of data, privacy, security, goodwill, revenue or profits, costs of lost or damaged data, or liabilities to third parties), whether based in contract, tort (including negligence), strict liability, or otherwise, which arise out of or are in any way connected with this agreement, the website, digital communications or the content.

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EA and its partners accept no responsibility, and shall not be liable for, any damage to, or viruses or other code that may infect, your computer equipment or other property on account of your use or access to the website, digital communications, the content or any other website.

The limits of liability in this agreement shall apply to the fullest extent allowed by applicable law and even if an authorized representative of EA, its partners or any third party suppliers or distributors have been advised of or should have known of the possibility of such damages, and without regard to the effectiveness of other remedies.

If, notwithstanding any of the foregoing limits of liability, EA, its partners or any third party supplier or distributor are found liable for any injury, loss, claim, damage or liability which arises out of or is in any way connected with this agreement, the website or the content, the total liability of EA, its partners and any third party suppliers and distributors shall in no event exceed, combined, € 15,000. The existence of one or more claims or causes of action shall not enlarge this limit.

The parties acknowledge and agree that the limits of liability and disclaimer of representations and warranties in this agreement form an essential basis of the bargain between the parties.

## 10. Indemnification

The website visitor shall defend, indemnify and hold harmless EA, its partners, and any third party suppliers and distributors and their owners, directors and employees from and against all claims, causes of action or demands, suits or other proceedings, including reasonable legal and accounting fees, brought by or on your behalf in excess of the liability described herein or by third parties as a result of your use of the website, digital communications or content.

The website visitor further agrees to defend, indemnify and hold harmless EA, its partners, and any third party suppliers and distributors and their owners, directors and employees, from and against all claims, demands, suits or other proceedings, and all resulting loss, damage, liability, cost and expense (including reasonable attorneys' fees), made by any third party due to or arising out of materials or information the visitor of the website submits, post to or transmit through the website, access to and use of the website, digital communications, content and other materials, goods and services available on or through the website and EA, the website visitors violation of this agreement or its violation of any rights of others. All rights and duties of indemnification that are set forth herein shall survive termination of this agreement.

## 11. Governing law and attorney's fees

These EA terms of use (agreement) shall be governed by the law of The Netherlands.

If EA or its partners, third party providers and distributors take any action to enforce these Terms of use, such parties will be entitled to recover from the website visitor, and the website visitor agrees to pay, all reasonable and necessary attorneys' fees and any cost of litigation, arbitration or other similar proceeding, in addition to any other relief, at law or in equity, to which such parties may be entitled.

The parties hereby confirm their express wish that these Terms of use (agreement), and all documents relating thereto, be drawn up in English only.

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## 12. Injunctive relief

The visitor of the website acknowledges that a violation or attempted violation of any of these Terms of use (agreement) will cause such damage to EA as will be irreparable, the exact amount of which would be difficult to ascertain and for which there will be no adequate remedy at law. Consequently, the visitor of the website agrees that EA shall be entitled as a matter of right to an injunction issued by any Dutch court of competent jurisdiction, restraining such violation or attempted violation of these Terms of use (agreement) by the website visitor, or its partners, as well as recover from the website visitor any and all costs and expenses sustained or incurred by EA in obtaining such an injunction, including reasonable attorney's fees. The visitor of the website agrees that no bond or other security shall be required in connection with such injunction.

## 13. Modification

EA reserves the right to make modifications to the Terms of use at any time.

## 14. Severability

If any provision of these Terms of use (agreement) is found by a court of competent jurisdiction to be invalid or unenforceable, the parties nonetheless agree that the court should endeavour to give effect to the parties' intentions as reflected in such provision, and, notwithstanding such finding, all other provisions of these Terms of use shall remain in full force and effect.

## 15. Privacy policy

Please review our Privacy policy, available on our website [www.eaexhibitions.com](http://www.eaexhibitions.com). The Privacy policy governs the website visitor to the EA website to understand the EA privacy practices.

## 16. Contact information

If you have questions regarding the above, please contact us at [info@eaexhibitions.com](mailto:info@eaexhibitions.com).