

VISIT CONNECT TERMS AND CONDITIONS

These are the Terms and Conditions (the “Terms”) of GES Event Intelligence Limited (“GES”). These Terms describe how GES will provide the Services for the Client at the Event.

1. DEFINITIONS

Agreement Data means Personal Data Processed for the purposes of the Terms, pursuant to the Services.

API Licence means the process to enable (via **client_id** and **client_secret**) the collection of scan data from Visit automatically.

App means GES’s engagement application to enable exhibitors to network and scan badges to collect attendee information.

Client means any exhibitor that is a company (not a sole trader or partnership) which places a Direct Order or Indirect Order with GES for the Services at an Event

Data Controller will have the meaning given to it in the Data Protection Legislation.

Data Processor will have the meaning given to it in the Data Protection Legislation.

Data Protection Legislation means the General Data Protection Regulation and other applicable data protection legislation.

Data Subject will have the meaning given to it in the Data Protection Legislation.

Direct Order means an order for the Services placed by the Client directly with the Organiser (and then confirmed by the Organiser to GES, on behalf of the Client), in relation to a specific Event.

Event means any exhibition, conference, display, show or other event at which GES is providing Services.

Group means GES, all GES companies and any third parties with whom data is shared.

Hosting Services means the hosting centre, security and support services provided by GES to the Client to facilitate the Client’s use of the Services during the Term.

Indirect Order means an order for the Services placed by the Client with GES directly, which GES then provides on behalf of the Organiser in relation to a specific Event.

Intellectual Property means patents, design rights, trademarks, business names, domain rights names, copyrights, database rights and all other intellectual property rights of a similar or corresponding nature.

Organiser means any firm or body which is an Organiser of an Event.

Personal Data will have the meaning given to it in the Data Protection Legislation.

Processing (and “**Process**” and “**Processed**” shall be construed accordingly) will have the meaning given to it in the Data Protection Legislation.

QR Code means the QR code solution provided by GES to share content, enabling visitors to scan a QR code and collect exhibitor content and exhibitors to capture visitor information for lead capture.

Services means the Services provided by GES to the Client including licensing the use of the Software and Hosting Services during the Term.

Software means the App, and any of GES’s application software which is used by the Client to Process visitor data at an Event.

Tablet means the device GES rented to the Client for the purpose of scanning visitor information.

Term means the period agreed by GES and the Client during which GES will provide the Services to the Client.

Touchpoint means the NFC badge reading device GES rented to the Client for the purpose of enabling visitors to collect exhibitor content and exhibitors to capture visitor information for lead capture.

Visit Connect means GES’s application which allows the Client to network and collect sales leads it establishes with attendees at an Event using the App, TouchPoint, QR Code or API key.

Visit Connect Portal means portal hosted by GES through which the Client can access the information that the Client has Processed using Visit Connect.

Visitors: representatives from a company, partnership, sole trader, or private individuals who attend an Event.

- 1.1. In these Terms, the clause headings do not affect the interpretation of the clauses to which they refer.
- 1.2. These Terms shall apply to the supply of Services by GES to the Client and shall prevail over any terms and conditions of the Client or established course of dealings between the parties.
- 1.3. These Terms will bind the Client once it places a Direct Order or Indirect Order for the Services.

2. PAYMENT

- 2.1. GES’s payment terms are payment in full by cash, cheque or credit/debit card with each Direct Order and/or Indirect Order.
- 2.2. Where payments are made by invoice, all invoices must be paid in full no later than 5 working days prior to the Event to which they relate. If the Client fails to make full payment, GES may cancel the Client’s reservation for Services at the Event or disable the Client’s access to any of Visit Connect, Visit Connect Portal, the Software, the Hosting Services and the Services.
- 2.3. Where any payment from the Client is overdue, GES reserves the right to charge interest from the date of invoice until payment at 10% per annum compounded annually.

- 2.4. If the Client has failed to meet its payment obligations, GES reserves the right to cancel the Direct Order or Indirect Order at its sole discretion.

3. THE SERVICES

- 3.1. GES will use all reasonable endeavours to provide the Services specified in the Direct Order or Indirect Order in a timely manner.
- 3.2. GES grants the Client a personal non-transferrable licence to use the Software hosted by GES for the Client's own business use only. Each user (being each individual with their own, sole, access rights) will have a unique user log in which will constitute a single licence.
- 3.3. Where relevant, the Client will pay the per user fee for the agreed number of licences specified in the order to continue for the Term stated in the order.
- 3.4. GES may move or suspend the Software for short periods of time to carry out maintenance or repair to servers or to implement improvements to the Software.
- 3.5. The Client must notify GES as soon as it becomes aware of any problem with the Software or Services.
- 3.6. The Client must notify GES immediately if the Tablet or Touchpoint fails to operate. GES's sole liability will be to provide a replacement (where appropriate) as soon as is practicable.
- 3.7. GES is not responsible for any loss of information stored on the App. Such information loss may occur if the cache memory of the App is cleared whilst the App is not synchronised or if the device hosting the App is lost or stolen.

4. APPLICATION SERVICE RESTRICTIONS

- 4.1. The Client may not reverse engineer, decompile or disassemble the Software.
- 4.2. The Client will not transfer, licence, network or otherwise distribute or make available the Services (including but not limited to) the Software in any manner to any third party.
- 4.3. The Client may not adapt, modify, merge, revise, translate, enhance or create derivative works of the Services (including but not limited to) the Software for any purpose.
- 4.4. The Client undertakes to keep all usernames, passwords and other access details relating to administrative functions confidential and to indemnify GES for any loss or damage arising from its failure to do so.

5. CLIENT'S OBLIGATIONS

- 5.1 In consideration of GES's obligations under these Terms the Client will:
 - 5.1.1. Not misuse the Tablet or Touchpoint provided. Each must be returned to GES at the end of the Event for downloading and recharging. A fee of £500 will be levied for any lost or damaged, Tablets or Touchpoints unless GES's indemnity has been purchased.

- 5.1.2. Where using the App as a scanner ensure that the device on which the App is stored has sufficient memory capacity to store the data required and can synchronise the data in full.
- 5.1.3. Provide and maintain adequate internet connectivity where the Client wishes to make use of real time data collection at any Event. GES is not responsible for internet or broadband connection.
- 5.2. The Client does not perform its obligations under these Terms this may affect the ability of GES to perform its obligations. GES will not be considered in default to the extent that its ability to perform has been affected by the Client's default.
- 5.3. The Client will indemnify GES against all and any claims or penalties arising from allegations or findings of misuse of Personal Data where GES has complied with the Client's written instructions.

6. DATA PROTECTION

- 6.1. For the purposes of this clause 6 the terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Processing" (and "Process" and "Processed" shall be construed accordingly) and "Sensitive Personal Data" shall have the meaning assigned to them under the Data Protection Legislation.
- 6.2. In relation to both Direct and Indirect Orders, the parties acknowledge that the Client (in relation to the Processing of its Visitor data, GES, ("Conditions Data")) and the Organiser (in relation Client, exhibitor and Visitor data at its Event(s)) are both sole Data Controllers of Agreement Data processed under these Terms and that GES is the Data Processor, acting on behalf of each Data Controller independently.
- 6.3. The Client shall, when Processing Personal Data as a Data Controller for the purpose(s) of performing its obligations under these Terms, comply in all respects with the Data Protection Legislation.
- 6.4. As part of the Services, the Client acknowledges its instructions to and agrees that:
- 6.4.1. GES, in its capacity as Data Processor, shall transfer Agreement Data which the Client has collected to the Organiser; and
 - 6.4.2. the Client will adhere to the Data Protection Legislation when collecting, processing and storing data.
 - 6.4.3. the Client will ensure Visitors are aware of consent and data sharing implications of badge scanning in advance of doing so.
- 6.5. GES as a Data Processor is not or will not be liable for the collection and/or use of Agreement Data by the Client or the Organiser.

7. LIABILITY

- 7.1. GES accepts no responsibility for cancellation of an Event. Where cancellation occurs GES will refund payments to the Client within 30 days of cancellation subject only to unavoidable and administrative deductions.
- 7.2. GES does not accept liability for any errors arising from failure of the Client's computer, server, or smart device or inadequacy of the Client's internet or broadband connection. Use of the App as a scanner may cause loss of data where the Client fails to synchronise the data in full or where the cache memory of the App is cleared when not synchronised or when the device upon which the App is lost or stolen. Further, GES does not accept liability for any loss of data arising from use of the Tablet or Touchpoint where the Client has lost or damaged the device or failed to download data from it. GES accepts no liability for loss of or degradation to data on the Software platform. However, it will back up data and will use all reasonable endeavours to restore any lost or degraded data upon the Software.
- 7.3. GES accepts liability to the Client in respect of direct damage to tangible property caused by the negligence of its employees in connection with the performance of their duties under these Terms. GES's total liability under this clause shall be limited to £10,000 for any one event or series of connected events.
- 7.4. Except for claims for death or personal injury arising from GES's negligence, GES will not be liable for any damages resulting from loss of data or use, lost profits, loss of anticipated savings nor for any damages or increased costs that are an indirect or secondary consequence of any act or omission of GES whether such damages were reasonably foreseeable or actually foreseen.
- 7.5. Except as provided by 8.3 and 8.4 above, GES's maximum liability to the Client under these Terms or otherwise (whether in the form of the additional cost of remedial services or otherwise) will be for direct costs and damages only and will be limited to the sum equivalent to the fees paid or payable to GES for the Services under the Event Schedule being performed by GES for the Client plus damages limited to 50% of such fees for any additional costs directly, reasonably and necessarily incurred by the Client in obtaining alternative services.
- 7.6. The parties acknowledge and agree that the limitations contained in this clause 7 are reasonable in the light of all the circumstances.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. All Intellectual Property Rights existing prior to the date of these Terms shall continue to belong to the party owning them.
- 8.2. GES owns the copyright in the Software and TouchPoints.

9. DURATION AND TERMINATION

- 9.1. These Terms apply for the duration of the Services provided for the Event and for a minimum 6 months thereafter.

9.2. The termination of these Terms shall save as expressly otherwise provided be without prejudice to any rights of either party which have accrued prior to the date of termination of these Terms.

10. FORCE MAJEURE

Neither party shall be liable for any delay in performing or in failure to perform its obligations under these Terms due to any cause outside its reasonable control. Such delay or failure will not constitute a breach of these Terms and the time performance of the effected obligations will be extended by such period as is reasonable. The Client's failure to meet payment obligations under clause 2 is not an event of force majeure.

11. GENERAL

11.1. Severability:

If any part of these Terms is found by a Court to be invalid, unlawful or unenforceable then such part will be severed from the remainder of these Terms which will continue to be valid and enforceable as permitted by law.

11.2. Waiver:

No failure by either party to exercise any right or remedy or any delay in such exercise shall operate as a waiver, nor shall any single or partial exercise of any right or remedy preclude any further exercise of it or the exercise of any other right or remedy.

11.3. Notices:

Any notice to be given by either party to the other shall be in writing.

11.4. Law:

These Terms shall be governed by and construed in accordance with the laws of England.