

**COSMOPROF CBE ASEAN - ADVERTISING AND DIGITAL TERMS AND CONDITIONS**

**1. Definitions**

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

- 1.1. **Advertising:** any promotional or advertising element of the Package set out in the Booking Form, which may include, without limitation, both online/digital and offline/printed advertising and Client's sponsorship of and/or provision of content for viewable and/or downloadable digital content such as whitepapers and digital events (for example, webinars);
- 1.2. **Booking Form:** the booking form to which these Conditions are attached and/or incorporated into by reference setting out the details of the Package or such other document setting out the details of the Package as Organiser may choose in its sole discretion to accept;
- 1.3. **Client:** the person, company, organisation, association or other entity set out in the Booking Form;
- 1.4. **Conditions:** these terms and conditions;
- 1.5. **Contract:** together, these Conditions and the Booking Form;
- 1.6. **Data Protection Law:** all laws related to data protection and privacy that are applicable to any territory where Organiser or Client processes personal data, where any element of the Package is provided and/or where Organiser or Client is established;
- 1.7. **Deliverables:** any item, feature or output in the supply of the Package being provided pursuant to this Contract (including, without limitation, any documents, products, content and materials);
- 1.8. **Directory:** any online product and/or services directory;
- 1.9. **Directory Content:** all content, materials and other information that is contributed by Client, its Personnel or otherwise on Client's behalf (whether by uploading directly to the Directory or via any other means) for inclusion in the Directory;
- 1.10. **Fees:** the fees payable by Client for the Package set out in the Booking Form;
- 1.11. **Force Majeure Event:** any event or circumstance arising that is not within Organiser'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, COVID-19, fire, acts of God, flood, drought, earthquake, natural disaster, royal demise, third party contractor/supplier failure, venue damage or cancellation, industrial dispute, interruption/failure of utility service or nuclear, chemical or biological contamination);
- 1.12. **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;
- 1.13. **Marketing Services:** any marketing services element of the Package set out in the Booking Form (which may include, without limitation, the distribution of e-mails to third parties by way of a promotional campaign);
- 1.14. **Materials:** all content, materials and other information that is provided by Client, its Personnel or otherwise on Client's behalf in connection with the Package (including, without limitation, its name, profile, any logos, copy and artwork);
- 1.15. **Organiser:** the legal entity stated in the Booking Form;
- 1.16. **Organiser Group:** Organiser and its affiliates;
- 1.17. **Package:** the package of products/services purchased by Client set out in the Booking Form (which may include, without limitation, Advertising, Directories and/or Marketing Services), as may be updated by the parties from time to time;
- 1.18. **Personnel:** any employee, consultant, agent, other representative or contractor (or any employee, consultant, agent, or other representative thereof) engaged or employed by a party;
- 1.19. **Publication:** the publication, website, platform, media or other property (in digital and/or printed format) set out in the Booking Form in which the Advertising shall be placed; and
- 1.20. **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.

**2. Package**

- 2.1. Once submitted to Organiser, a Booking Form constitutes an offer to purchase a Package in accordance with these Conditions and is irrevocable by Client. Organiser reserves the right to reject any Booking Form. A binding contract shall only come into effect when written confirmation (whether by email or otherwise) of acceptance is sent by Organiser 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 Package, shall be effective unless such variation is agreed in writing by both parties. 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.

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**3. Fees**

- 3.1. Client shall pay the Fees in cleared funds in accordance with the payment terms stated in the Booking Form (and if no such payment terms are stated, all invoices are payable within thirty (30) days of Client's receipt of the same). Organiser shall have no liability whatsoever if Client pays the Fees (or any portion thereof) into any bank account other than the bank account specifically designated by Organiser to Client for payment. In particular, Organiser shall not be responsible for any losses suffered by Client due to third party fraud, including, without limitation, false change of bank account communications, identity theft and other scams. Payment of the Fees into Organiser'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 Organiser's designated bank account, Client is required to verify the authenticity of the same directly with Organiser. Without prejudice to any other right or remedy it may have, if Organiser does not receive the Fees into Organiser's designated bank account in cleared funds by the due date for payment, Organiser shall be entitled to: (i) refuse and/or withdraw the provision of any element of the Package, and/or (ii) charge interest on such overdue sum from the due date of payment at the annual rate of 15% accruing on a daily basis and being compounded quarterly until payment of the overdue sum is made, whether before or after judgement. Where Organiser takes any such action, Client shall not be entitled to a refund of any portion of the Fees it has already paid in respect of the Package and the Fees shall remain due and payable in full.
- 3.2. It is the intent of the parties that Organiser shall receive the Fees net of any: (i) banking and other transfer of payment charges, and (ii) applicable taxes, including, without limitation, VAT, GST, sales, service or withholding taxes (**Taxes**), all of which shall be paid solely by Client. If and to the extent that any Taxes are levied upon, or found to be applicable to, the whole or any portion of the Fees, the amount of the Fees shall be increased by an amount necessary to compensate for the Taxes (including, without limitation, any amount necessary to "gross up" for 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 and trade sanctions), and (ii) all rules, regulations and instructions issued by Organiser from time to time in connection with any element of the Package.
- 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 Organiser in all matters relating to the Package. Without limitation, Client shall provide Organiser with all information as Organiser may reasonably request in respect of the Package and shall ensure that such information is accurate.
- 4.4. Client acknowledges and agrees that the terms of this Contract (including, without limitation, the amount of the Fees) shall constitute confidential information of Organiser and Client undertakes that it shall not at any time disclose the same to any third party.
- 4.5. Client acknowledges and agrees that use of any element of the Package that is hosted on a website shall be further subject to any website terms of use and/or fair or acceptable use policies indicated on such website. If Client and/or any of its Personnel is in breach of this Contract (and/or any website terms of use and/or fair or acceptable use policies indicated on such website), Organiser reserves the right without liability to suspend Client's use of, access to, coverage within and benefits related to such website.

**5. Client's commitments in respect of Materials**

- 5.1. Client shall: (i) provide Organiser with all Materials within any deadlines specified by Organiser, and (ii) comply with Organiser's specifications and technical requirements in relation to all Materials. If Client does not, Organiser reserves the right to refuse to print or otherwise use any or all of the Materials (but all Fees in respect of the Package shall remain due and payable in full).
- 5.2. Client warrants, represents and undertakes that the Materials are: (i) accurate and complete, (ii) Client's own original work (of which Client is the copyright owner) or that Client has gained copyright and any other applicable clearance, consent, approval, licence or permission from any relevant third party (including, without limitation, the copyright owner and any regulatory authorities), in each case such that Client has the right to make the Materials available to Organiser for all the purposes specified in this Contract without restriction and that they do not breach or infringe anyone else's rights (including, without limitation, the Intellectual Property Rights of any third party), (iii) not in any way defamatory, libellous, obscene, menacing, threatening, offensive, abusive or fraudulent, (iv) not in any way illegal and

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that they do not contravene any law or incite or encourage the contravention of any law, (v) not and will not be the subject of any claims, demands, liens, encumbrances or rights of any kind that could or will impair or interfere with Organiser's use of the Materials in connection with the provision of the Package, and (vi) if provided in digital form, free from any viruses and any other malware or corrupting elements of any kind and that they shall not cause any adverse effect on the operation of any Organiser system, publication, website, platform, media or other property and/or on any users of any of the foregoing.

- 5.3. In relation to the Materials, Client: (i) and its licensors shall retain ownership of all Intellectual Property Rights in the Materials, and (ii) hereby grants to Organiser a royalty-free, non-exclusive, worldwide licence to use the Materials in connection with the provision of the Package. In relation to the Deliverables, unless otherwise set out in the Booking Form, Organiser: (i) and its licensors shall retain ownership of all Intellectual Property Rights in the Deliverables (excluding the Materials), and (ii) hereby grants to Client a royalty-free, non-exclusive, worldwide licence to use the Deliverables (excluding the Materials) for the purpose of receiving the Package.
- 5.4. Although Organiser shall take reasonable care in the production of any deliverable incorporating the Materials, it shall not be liable for any errors, omissions or misquotations that may occur. Without limitation to the foregoing, Organiser cannot guarantee any exact colour matches in its incorporation of Materials and any colours used in Materials are for graphic and textual guidance only. All Materials are subject to the approval of Organiser (however, notwithstanding any such approval, Client shall have sole responsibility and liability in respect of such Materials). Organiser reserves the right to reject any Materials at any time after receipt (regardless of whether or not similar Materials have previously been accepted and any such rejection shall not negate any payments due in connection with products/services previously supplied). Organiser shall use its reasonable endeavours to provide the Package in the size, position and manner as specified in the Booking Form, but shall not be liable where reasonable modifications are made.
- 5.5. If Client and/or any of its Personnel is in breach of this Contract, Organiser reserves the right without liability to: (i) suspend or discontinue the use of any Materials, and/or (ii) refuse and/or withdraw the provision of any element of the Package.

**6. Data protection**

- 6.1. Each party acknowledges and agrees that it is responsible for its own processing of personal data in connection with this Contract (and, where applicable, the parties agree that each party acts as a data controller for the purposes of the General Data Protection Regulation (Regulation (EU) 2016/679)). Each party shall: (i) only process personal data in compliance with, and shall not cause itself 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 personal 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 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 relating to the processing of personal data in connection with this Contract, 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. Organiser collects, uses and protects personal data in accordance with its privacy policy, which can be found here: <http://www.cosmoprofcbeasean.com/en-us/index/privacy-policy>.
- 6.2. Without prejudice to the generality of Condition 6.1, Client acknowledges and agrees that if it receives any list containing personal data from Organiser as part of the Package (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 such purpose(s) as has been agreed with Organiser in writing, (iii) securely delete or put beyond use the Data List by such time as has been agreed with Organiser in writing or such time as is required by Data Protection Law, whichever is earlier, and (iv) provide Organiser with reasonable details of any enquiry, complaint, notice 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 Organiser in respect of Client's response to the same. Client acknowledges and agrees that Organiser shall only be obliged to provide Client with all or part of any Data List to the extent that it is legally permitted to do so and Organiser shall not be liable to Client if the volume of personal data provided to Client is less than anticipated as a result of Organiser's compliance with Data Protection Law.

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**7. Specific terms relating to Advertising**

- 7.1. If Client purchases any Advertising as part of the Package, the terms of this Condition 7 shall apply.
- 7.2. Organiser shall provide the Advertising and use commercially reasonable efforts to adhere to any delivery schedule set out in the Booking Form.
- 7.3. Unless otherwise set out in the Booking Form, proofs of Advertising shall not be provided to Client. Where proofs are provided to Client, Client shall provide any amendments as soon as reasonably practicable (and, in any event, within any deadlines specified by Organiser).
- 7.4. Organiser reserves the right, at its sole discretion, to place the word “advertisement” or a similar word or phrase alongside the Advertising to distinguish it from any editorial product.
- 7.5. Unless Client has paid a placement premium, the positioning of any Advertising is at Organiser’s sole discretion.
- 7.6. Client warrants, represents and undertakes that any Materials provided in connection with the Advertising: (i) shall comply with any and all codes of practice related to advertising, (ii) to the extent that they contain any investment or financial promotion, are duly approved/authorised as required under relevant legislation, (iii) to the extent that they contain information relating to Client’s products and/or services, such information is limited to generic information only and is not advisory, and (iv) unless otherwise agreed with Organiser in writing, shall not promote the products and/or services of any of Client’s affiliates or any third party.
- 7.7. Without limitation to Condition 14.3, Client shall indemnify Organiser against any loss, damage, cost, claim or expense suffered or incurred by Organiser or any member of the Organiser Group arising out of or in connection with any third party claim regarding: (i) the inaccuracy or incompleteness of Materials provided in connection with the Advertising, and/or (ii) any infringement of third party Intellectual Property Rights relating to the Materials provided in connection with the Advertising.
- 7.8. If the Booking Form refers to any requirements concerning separation or adjacency of any Advertising from or to any information and/or materials relating to Client’s competitors (**Adjacency Requirements**), such language shall be deemed only to require Organiser to make commercially reasonable efforts to achieve the applicable Adjacency Requirements. Notwithstanding the foregoing, Organiser shall not be liable for any failure to comply with any Adjacency Requirement with respect to: (i) any Advertising placed in any location other than a Publication that is under Organiser’s sole control, (ii) any Advertising placed in any Publication that Client (or, for clarity, any of Client’s Personnel) is aware, or should reasonably be aware, may contain content in potential violation of such Adjacency Requirement, or (iii) any user-generated content. For the avoidance of doubt, nothing in this Contract shall generally prevent Organiser from providing Advertising or similar products/services to any other person at any time (including, without limitation, Client’s competitors).
- 7.9. Where all or any part of the Advertising comprises online/digital Advertising: (i) Organiser offers no guarantee against any Publication on the internet being interrupted or temporarily unavailable, (ii) Organiser cannot control the generation of clicks on any Advertising. Although Organiser uses certain methods to reasonably detect and filter certain click activity, it shall not be liable for click fraud, technological issues or other potentially invalid or non-human click activity that may affect click-based deliverables, and (iii) for impression-based deliverables (a) any timeframes set out in the Booking Form are estimated timeframes, dependant on the level of traffic to any relevant Publication, and (b) any determination and/or calculation of impressions shall be based on Organiser ad server reports, regardless of whether or not Client also utilises an alternative third-party ad server. Client may not use any third-party ad server on any Organiser websites, platforms, media or other property.
- 7.10. Where all or any part of the Advertising comprises Client’s sponsorship and/or provision of content for a digital event (for example, a webinar), Client acknowledges and agrees that, unless otherwise set out in the Booking Form: (i) Organiser shall have sole discretion over what the final content of the digital event shall be (including, without limitation, the inclusion or otherwise of any speakers and/or additional sponsors and/or additional content providers), and (ii) without limitation to Client’s underlying rights in the Materials, all rights, title and interests in and to the digital event shall belong to Organiser.
- 7.11. Organiser’s total liability to Client in connection with the Advertising, howsoever arising, shall be limited to the total amount of the Fees paid by Client in respect of the Advertising only.

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**8. Specific terms relating to Directories**

- 8.1. If Client purchases a Directory entry as part of the Package, the terms of this Condition 8 shall apply.
- 8.2. The length of time that Client is entitled to have its Directory entry live for, and the extent of its coverage within and benefits related to the Directory, shall be specified in the Booking Form.
- 8.3. Client acknowledges and agrees that all usernames and passwords used to access the Directory 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 and remain liable for the acts and omissions of any person using such usernames and/or passwords (whether or not such use was authorised by Client). Client shall notify Organiser immediately of any unauthorised use of any usernames and/or passwords or any other breach of security regarding the Directory that comes to its attention.
- 8.4. All Directory Content must comply with these Conditions. Organiser reserves the right to remove any Directory Content that it deems offensive, inappropriate, libellous or non-compliant with these Conditions. Client shall ensure that the Directory Content shall not infringe the Intellectual Property Rights of any third party. Client acknowledges and agrees that it is solely responsible and liable for any costs, damages, expenses or any other liability arising from the Directory Content. Without limitation to the foregoing, Client shall be solely responsible for checking the accuracy and compliance with law of any Directory Content and Organiser shall not be liable for any such inaccuracies or non-compliance.
- 8.5. All Directory Content shall be considered non-confidential and non-proprietary. Client waives any moral rights in the Directory Content to the fullest extent permitted by law.
- 8.6. Client warrants, represents and undertakes that the Directory Content is: (i) accurate and complete, (ii) Client's own original work (of which Client is the copyright owner) or that Client has gained copyright and any other applicable clearance, consent, approval, licence or permission from any relevant third party (including, without limitation, the copyright owner and any regulatory authorities), in each case such that Client has the right to make the Directory Content available to Organiser for all the purposes specified in this Contract without restriction and that it does not breach or infringe anyone else's rights (including, without limitation, the Intellectual Property Rights of any third party), (iii) not in any way defamatory, libellous, obscene, menacing, threatening, offensive, abusive or fraudulent, (iv) not in any way illegal and that it does not contravene any law or incite or encourage the contravention of any law, (v) not and will not be the subject of any claims, demands, liens, encumbrances or rights of any kind that could or will impair or interfere with Organiser's use of the Directory Content in connection with the provision of the Package, and (vi) if provided in digital form, free from any viruses and any other malware or corrupting elements of any kind and that it shall not cause any adverse effect on the operation of any Organiser system, publication, website, platform, media or other property and/or on any users of any of the foregoing.
- 8.7. If and to the extent that the Directory Content contains information relating to Client's products and/or services (images and details of which may be uploaded to the Directory), Client further represents, warrants and undertakes that such information is limited to generic information only and is not advisory.
- 8.8. Without limitation to Condition 14.3, Client shall indemnify Organiser against any loss, damage, cost, claim or expense suffered or incurred by Organiser or any member of the Organiser Group arising out of or in connection with any third party claim regarding: (i) the inaccuracy or incompleteness of Directory Content, and/or (ii) any infringement of third party Intellectual Property Rights relating to the Directory Content.
- 8.9. Organiser cannot guarantee that the Directory shall operate continuously, securely or without interruption and Organiser does not accept any liability for its temporary unavailability or for any viruses or other harmful components. Organiser reserves the right at any time to: (i) make changes or corrections and to alter, suspend or discontinue any aspect of the Directory, (ii) vary the technical specification of the Directory, and/or (iii) temporarily suspend Client's access to the Directory for the purposes of maintenance, upgrade or addressing any security concerns.
- 8.10. Organiser's total liability to Client in connection with the Directory, howsoever arising, shall be limited to the total amount of the Fees paid by Client in respect of the Directory only.

**9. Specific terms relating to Marketing Services**

- 9.1. If Client purchases Marketing Services as part of the Package, the terms of this Condition 9 shall apply.
- 9.2. Organiser shall provide the Marketing Services and use commercially reasonable efforts to adhere to any delivery schedule set out in the Booking Form.
- 9.3. Where the Marketing Services include the distribution of e-mails to third parties by way of a promotional campaign, at Organiser's request Client shall: (i) maintain and deliver to Organiser, 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

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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 Organiser with an updated Suppression List, in a format specified by Organiser, immediately following each instance that an individual has requested to be opted out or unsubscribed. To the extent that, pursuant to the Marketing Services, any e-mails will be sent to any e-mail addresses provided by Client, 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. Client shall indemnify Organiser against any loss, damage, cost, claim or expense (including, without limitation, in connection with any regulatory action or fine) suffered or incurred by Organiser or any member of the Organiser Group arising out of or in connection with any breach by Client of this Condition 9.3.

9.4. Organiser's total liability to Client in connection with the Marketing Services, howsoever arising, shall be limited to the total amount of the Fees paid by Client in respect of the Marketing Services only.

### **10. Limitation of rights granted**

10.1. Client's rights in relation to the Package are strictly limited to those set out in this Contract. Client is not permitted to promote or advertise its association with Organiser, except as expressly stated herein or with the prior written consent of Organiser. 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 any member of the Organiser Group.

### **11. Changes to the Package**

11.1. Notwithstanding any other provision of this Contract, Organiser 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 timings (including, without limitation, the delivery schedule) of any element of the Package (which may include, without limitation, cancelling any element of the Package), and/or (ii) vary the content, layout and format of any of its publications, websites, platforms, media or other properties (including, without limitation, changing the URL of any of its websites) in its sole discretion. If any such changes are made, this Contract shall continue to be binding on both parties, provided that the Package shall be amended as Organiser considers necessary to take account of the changes.

### **12. Cancellation by Client**

12.1. The application for the Package is irrevocable by Client and, save as expressly stated in the Booking Form, Client has no rights to cancel this Contract. Save as expressly set out in these Conditions and/or in the Booking Form, no refunds shall be given and the Fees shall remain due and payable in full.

12.2. To the extent that the Booking Form expressly permits cancellation by Client, Client may cancel the Package on written notice to Organiser, except where Organiser has the right to terminate this Contract under Condition 13.1. Upon any such cancellation by Client, Client shall pay Organiser such cancellation fees as are stated in the Booking Form.

### **13. Termination**

13.1. Organiser may terminate this Contract without liability immediately at any time by written notice to Client if Client: (i) has committed a material breach of any of its obligations under this Contract or any other agreement between any member of the Organiser Group and Client and either such breach is irremediable or Client has not remedied such 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 Package 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 Organiser into disrepute. Without prejudice to any other right or remedy it may have, in the event that Organiser terminates this Contract pursuant to this Condition 13.1, Organiser shall not be required to refund any Fees received from Client and Organiser shall be entitled to submit an invoice in respect of the balance (or the whole as the case may be) of the Fees which shall become immediately due and payable.

13.2. Organiser may terminate this Contract without liability immediately at any time by written notice to Client if Organiser: (i) determines in its absolute discretion that the provision of the Package to Client is not in Organiser'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 Organiser terminates this Contract pursuant to this Condition 13.2, any portion of the Fees already paid shall be refunded (where legally permissible) and

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Client shall be released from paying any further portion of the Fees. Client acknowledges and agrees that the refund of Fees paid is Client's sole remedy in the event of termination by Organiser under this Condition 13.2 and all other liability of Organiser is hereby expressly excluded.

- 13.3. Upon any termination of this Contract, without prejudice to any other right or remedy it may have, Organiser shall be free to re-sell any aspects of the Package as it shall deem fit.
- 13.4. 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.
- 13.5. Conditions 1, 3, 6.2, 7.7, 8.8, 9.3, 10, 12, 13, 14, 15 and 16 shall survive termination of this Contract.

**14. Liability and indemnity**

- 14.1. Organiser does not make any warranty as to the Package in general, including, without limitation, in relation to the benefit or outcome (commercial or otherwise) that Client may achieve, or the type/level of audience that Client may reach, as a result of purchasing any element of the Package. Without limitation to the foregoing: (i) if the Booking Form refers to a "guarantee" (or similar promise) as to the number of leads, number of attendees, number of participants, number of clicks, number of impressions, viewability or any other matter (any of the foregoing, a **Guarantee**), such language shall be deemed only to require Organiser to make commercially reasonable efforts to achieve the applicable threshold for such metric, and (ii) where applicable, Organiser shall not be liable to Client to the extent that the volume of end contacts reached, contacted and/or provided to Client pursuant to the Package is less than anticipated as a result of Organiser's compliance with Data Protection Law. Except as set out in these Conditions, to the fullest extent permitted by law, Organiser excludes all terms, conditions, warranties, representations and undertakings relating to the Package that are not expressly stated herein.
- 14.2. Subject to Condition 14.5: (i) Organiser shall not be liable to Client for any 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, whether caused by negligence, intentional act, accident, act of God or otherwise, and (ii) Organiser's maximum aggregate liability to Client under this Contract or otherwise in connection with the Package, howsoever arising, shall be limited to the total amount of the Fees paid by Client.
- 14.3. Client shall indemnify Organiser against any loss, damage, cost, claim or expense suffered or incurred by Organiser or any member of the Organiser Group arising out of or in connection with: (i) any third party claim that the receipt or use of the Materials in connection with the Package constitutes an infringement of the Intellectual Property Rights of any third party, (ii) any breach by Client of any law and/or code of practice related to advertising, and (ii) where Client receives any Data List as part of the Package, any failure of Client to comply with Condition 6.2.
- 14.4. Organiser 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 14.4 shall excuse Client from the payment of the Fees under this Contract.
- 14.5. Nothing in these Conditions shall exclude or limit any liability which cannot be excluded or limited by law.
- 14.6. Client acknowledges and agrees that, in light of the Fees, the provisions of this Condition 14 are no more than is reasonable to protect Organiser as the provider of the Package.

**15. General**

- 15.1. Client acknowledges and agrees that Organiser and any member of the Organiser 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 Package (including, without limitation, user or online behaviours and usage data relating to the Directory, any Publications and/or any lead generation/match-making initiatives), and/or (ii) Materials, Directory Content and other information and/or materials displayed or made available by Client in connection with the Package (together, both (i) and (ii) being the **Data**). The foregoing shall include, without limitation, Organiser 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, Organiser

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incorporating all or any part of any Materials, Directory Content and other information and/or materials displayed or made available by Client into such products, services or works).

- 15.2. Nothing in this Contract shall create a partnership, joint venture or agency relationship between the parties.
- 15.3. If and to the extent that there is any conflict between these Conditions and the Booking Form, the terms of the Booking Form shall prevail.
- 15.4. Each party acknowledges and agrees that this Contract constitutes the entire agreement between the parties in relation to the Package and that it supersedes any and all prior oral or written understandings, communications or agreements with respect to the subject matter hereof.
- 15.5. Client may not assign or sub-contract any of its rights or obligations under this Contract without the prior written consent of Organiser. Organiser shall be entitled to assign any and all of its rights under this Contract to any member of the Organiser Group and the consent of Client shall not be required. Organiser 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 Organiser Group or any third party contractor assisting Organiser with the facilitation of the Package.
- 15.6. 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.
- 15.7. If any provision of this Contract is or becomes invalid, illegal or unenforceable, that provision shall be deemed modified to the minimum 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 15.7 shall not affect the validity and enforceability of the rest of this Contract.
- 15.8. 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.
- 15.9. Organiser reserves the right to set off any indebtedness of Client to Organiser against any indebtedness of Organiser to Client, regardless of whether any such indebtedness arises pursuant to this Contract or otherwise.
- 15.10. Any notice or other communication given to a party under or in connection with this Contract shall be in writing (which includes, without limitation, email).

**16. Governing law and jurisdiction**

- 16.1. This Contract shall be governed by and construed in all respects in accordance with the laws of Thailand and the Client submits to the non-exclusive jurisdiction of the Thailand courts for all purposes relating to this Contract.