



Organised by  
informa markets

In collaboration with  
Hamburg  
Messe + Congress

**INMEX SMM  
INDIA**

**INMEX SMM INDIA DIGITAL CONFEX**  
30 SEPT - 1 OCT 2021

Informa Markets India Private Limited (Formerly known as UBM India Private Limited)  
1st Floor, North Wing, S14, Solitaire Corporate Park, Chakala, Andheri East, Mumbai 400093.

GST# 27AAACU8181D1ZA

## BOOKING FORM

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Designation: \_\_\_\_\_

Invoice Address Corporate Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Postal/ Pin Code: \_\_\_\_\_

Country: \_\_\_\_\_ Tel (With Country Code): \_\_\_\_\_

Mobile (With Country Code): \_\_\_\_\_ E-mail: \_\_\_\_\_

Pan No.: \_\_\_\_\_ TAN No.: \_\_\_\_\_

GST No.: \_\_\_\_\_

### BUSINESS NATURE, OTHER INFORMATION & PRODUCT CATEGORIZATION

- Shipyards & Shipbuilding       Marine Technology  
 Ship Equipment Suppliers       Ports & Port Technology  
 Others, please specify \_\_\_\_\_

Other Information \_\_\_\_\_

Established in Year: \_\_\_\_\_

Major Markets (Area): \_\_\_\_\_

Brand Name: \_\_\_\_\_

Branch Office Name: \_\_\_\_\_

Tel No.: \_\_\_\_\_ Fax: \_\_\_\_\_ Country: \_\_\_\_\_

Agents: \_\_\_\_\_

Tel No.: \_\_\_\_\_ Fax: \_\_\_\_\_ Country: \_\_\_\_\_

### PARTICIPATION CHARGES

IN LIEU OF FEES CHARGED, BELOW MENTIONED DELIVERABLES ARE BEING OFFERED BY ORGANISER:

PARTNERSHIP PACKAGES	EXHIBIT	SILVER	GOLD	PLATINUM
<b>BRAND PROMOTION OPPORTUNITIES</b>				
<b>TOTAL IN INR</b>	<input type="checkbox"/> ₹ 1,00,000	<input type="checkbox"/> ₹ 1,50,000	<input type="checkbox"/> ₹ 2,00,000	<input type="checkbox"/> ₹ 3,00,000
<b>TOTAL IN USD</b>	<input type="checkbox"/> \$ 1,500	<input type="checkbox"/> \$ 2,250	<input type="checkbox"/> \$ 3,500	<input type="checkbox"/> \$ 5,000
<b>GST (As Applicable):</b>				
<b>GRAND TOTAL:</b>				

The Package set out in this Booking Form shall be provided in accordance with the attached Terms & Conditions



# INMEX SMM INDIA DIGITAL CONFEX

Organised by  
**informa markets**

In collaboration with  
**Hamburg  
Messe + Congress**

**Informa Markets India Private Limited** (Formerly known as UBM India Private Limited)  
1st Floor, North Wing, S14, Solitaire Corporate Park, Chakala, Andheri East, Mumbai 400093.

**GST# 27AAACU8181D1ZA**

## BOOKING FORM

### PAYMENT TERMS:

On signing of Booking Form all fees and charges are invoiced in full and are payable by the Client before **15 September 2021 and 100% immediately in case the application is signed after 15 September 2021**. The Organizer holds the right to alter/cancel the deliverables (provided in the package) if the payments are not received on or before the said terms.

### HOW INFORMA USES YOUR DATA:

Informa will send you relevant information from **INMEX SMM India Digital Confex** and other related events, products and services. You can unsubscribe at any time. Informa will not share your data with third parties for marketing purposes without Your consent. Information that you submit to Informa will be held in accordance with Informa's privacy policy see [https://www.informamarkets-info.com/files/privacy/in/ubmip\\_en.html](https://www.informamarkets-info.com/files/privacy/in/ubmip_en.html). Any changes to Informa's privacy policy will be sent to you by email at the address appearing in this Booking Form and effective immediately on the delivery date. If you have any questions about how we use your information please contact the Data Protection Co-ordinator, [databi-hk@informa.com](mailto:databi-hk@informa.com).

**The General Terms & Conditions are printed on the reverse of this Booking Form. By signing this Booking Form, the Client hereby confirms that he/she has read and accepted the General Terms & Conditions, which form part of this Booking Form, and agrees to be bound by them.**

**Name of person authorized to Act on behalf of the Client:** \_\_\_\_\_

**Designation:** \_\_\_\_\_ **Tel:** \_\_\_\_\_

**Mobile:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature & Stamp Client**

**Signature & Stamp Organiser Informa Markets India Pvt. Ltd**

### BANK DETAILS:

Beneficiary : Informa Markets India Pvt. Ltd

Banker : The Hong Kong & Shanghai Banking Corporation Ltd. (Mumbai Main Branch)

(Address: 52/60, Mahatma Gandhi Road, Mumbai - 400007

Account No. : UBMIN9990401/002859882001

IFSC Code (For domestic transfer): HSBC0400002

Swift Code – HSBCINBB

PAN: AAACU8181D

**Please sign & return the original copy of the Booking form to:**

Mr. Brendan Fernandes | M: +91 98205 33927 | E: [Brendan.Fernandes@informa.com](mailto:Brendan.Fernandes@informa.com)

It is advisable to keep a copy of the Booking Form for your reference.

# GENERAL TERMS AND CONDITIONS - VIRTUAL EVENTS

1. Definitions
  - 1.1. In these Conditions, the following terms have the following meanings:
    - 1.1.1. **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;
    - 1.1.2. **Calendar Year:** a full twelve (12) month period beginning on January 1 and ending on December 31;
    - 1.1.3. **Client:** the person, company, organisation, association or other entity set out in the Booking Form;
    - 1.1.4. **Conditions:** these terms and conditions;
    - 1.1.5. **Contract:** together, these Conditions and the Booking Form;
    - 1.1.6. **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 the Exhibition takes place, where any element of the Package is provided and/or where Organiser or Client is established;
    - 1.1.7. **Directory:** any online product and/or services directory (whether exclusively featuring exhibitors, sponsors, brand promoters and attendees of the Exhibition or otherwise);
    - 1.1.8. **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;
    - 1.1.9. **Exhibition:** the virtual exhibition, conference, show or other event organised by Organiser set out in the Booking Form which will be made available via the Platform;
    - 1.1.10. **Fees:** the fees payable by Client for the Package set out in the Booking Form;
    - 1.1.11. **Force Majeure Event:** any event or circumstance arising that is not within Organiser's 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, natural disaster, pest, riot, sabotage, any third party contractor/supplier failure, venue damage or cancellation, industrial dispute, interruption/failure of utility service or nuclear, chemical or biological contamination);
    - 1.1.12. **Informa Group:** includes any entity whose ultimate parent company is Informa PLC;
    - 1.1.13. **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 whether registered or unregistered, that subsist now or in the future anywhere in the World;
    - 1.1.14. **Manual:** any manual, service kit or guide provided to Client by Organiser in respect of the Exhibition, as updated by Organiser from time to time;
    - 1.1.15. **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, descriptions, contact details and/or services, logos, copy, text, photographs, audios, videos and artwork and all Directory Content);
    - 1.1.16. **Opening Date:** the first date on which the Exhibition is scheduled to be 'open' and made available to members of the public to access;
    - 1.1.17. **Organiser:** Informa Group legal entity stated in the Booking Form;
    - 1.1.18. **Package:** the Virtual Space and/or Sponsorship and/or Brand Promotion as the case may be, package purchased by Client in relation to the Exhibition set out in the Booking Form, which may be updated by the parties from time to time;
    - 1.1.19. **Personnel:** any employee, consultant, agent, other representative or contractor (or any employee, consultant, agent, or other representative) engaged or employed by a party in connection with the Exhibition;
    - 1.1.20. **Platform:** the online environment via which the Exhibition and the Package will be made available, which will be accessible via the Website;
    - 1.1.21. **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;
    - 1.1.22. **Virtual Space:** any virtual exhibition space allocated to Client on the Platform;
    - 1.1.23. **Sponsorship and/or Brand Promotion Opportunities:** any sponsorship and/or brand promotion, as the case may be, element included in the Package set out in the Booking Form (which may include, without limitation, advertisements);
    - 1.1.24. **Website:** the website address and/or application, which will be made available by Organiser, via which the Platform will be accessible.
2. Package
  - 2.01. Once submitted to Organiser, a Booking Form constitutes an offer to purchase a Package in accordance with these Conditions and is irrevocable by Client. The submission of a Booking Form does not guarantee that Client will be permitted to exhibit at or otherwise participate in the Exhibition, (ii) assigned to a particular section or location on the virtual floorplan, and/or (iii) provided with the actual amount of Virtual Space and/or Sponsorship and/or Brand Promotion Opportunities, as the case may be, as requested. 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) in the event that Client seeks to purchase a Package in accordance with 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 extent that they do not conflict with or seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
3. Fees
  - 3.01. Client shall pay the Fees in cleared funds in accordance with the payment terms stated in the Booking Form. 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 for 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 means. 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) suspend and/or disable Client's and its Personnel's access to the Platform and/or the Website, and/or (ii) refuse and/or withdraw the provision of any element of the Package, and/or (iii) charge interest on such overdue sum from the due date of payment at the annual rate of 4% above the base lending rate from time to time of HSBC Limited, India, accruing on a daily basis and being compounded quarterly until payment of the overdue sum is made, whether before or after judgement. 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.
    - 3.02. 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 in any jurisdiction 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
  - 4.01. Client shall comply with: (i) all laws (including, without limitation, all laws relating to anti-bribery, anti-corruption, trade sanctions and export controls), regulations, orders and instructions issued by Organiser from time to time in connection with any element of the Package, and (iii) the provisions of the Manual, including, without limitation, all operational requirements stated therein. 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.
  - 4.02. Client and its Personnel must not: (i) act in any manner which causes offence, annoyance, nuisance or inconvenience to Organiser and/or any other attendee of the Exhibition, and/or (ii) do anything which might adversely affect the reputation of Organiser and/or the Exhibition.
  - 4.03. Client shall cooperate, in good faith, with Organiser in all matters relating to the Package and/or the Exhibition. Without limitation, Client shall provide reasonable information to Organiser, may reasonably request, in respect of the Package and shall ensure that such information is accurate.
  - 4.04. Client is solely responsible for obtaining any licences, regulatory approvals or other necessary consents, requirements or clearances for any products, services, and/or Materials pursuant to its participation in the Exhibition.
  - 4.05. All Materials must comply with these Conditions. Organiser reserves the right to remove any Materials which do not comply with these Conditions. Client shall ensure that the Materials shall not infringe the Intellectual Property Rights of any third party. Client acknowledges and agrees that it is solely responsible for any costs, damages, expenses or any other liability arising from the Materials. Without limitation to the foregoing, Client shall be solely responsible for checking the accuracy and compliance with law of any Materials and Organiser shall not be liable for any such inaccuracies or non-compliance.
  - 4.06. 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 intellectual property rights in the Materials, and (iii) Client's 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 its use in connection with 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, threatening, abusive, fraudulent, defamatory, fraudulent, (iv) not in any way illegal and 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.
  - 4.07. If and to the extent that the Materials contain information relating to Client's products or services, Organiser shall be entitled to have such information uploaded to the Platform and/or the Website. Client further represents, warrants and undertakes that such information is limited to generic information only and is not advisory.
  - 4.08. Without limitation to Condition 15.4, Client shall indemnify Organiser against any loss, damage, cost, claim or expense suffered or incurred by Organiser or any member of the Informa Group arising out of or in connection with any third party claim regarding: (i) the inaccuracy or incompleteness of Materials and/or (ii) any infringement of third party Intellectual Property Rights relating to the Materials.
  - 4.09. Client consents to its details (including, without limitation, its name, logo and profile) being: (i) displayed on the Platform and/or the Website and other promotional materials prepared in connection with the Exhibition, and/or (ii) displayed on the Exhibition website, the Platform and/or the Website. Although Organiser shall take reasonable care in any such publication/display, it shall not be liable for any errors, omissions or misquotations that may occur.
5. Organiser shall take reasonable care in any such publication/display, it shall not be liable for any errors, omissions or misquotations that may occur.
  - 5.01. All unauthorised filming, sound recording and photography of the Exhibition, and all unauthorised transmission of audio or visual material at the Exhibition, and/or use of any Personnel's expressly prohibited. Client and/or its Personnel agree: (i) to surrender to Organiser or destroy on demand any material in whatever media recorded in violation of this Condition 4.11, and (ii) that the copyright and other intellectual property rights in any such material shall vest in Organiser unconditionally and immediately on the creation of such material.
  - 5.02. Client acknowledges and agrees that Organiser and its Personnel shall be permitted to film, sound record and photograph the Exhibition which may include, without limitation, filming, sound recording and photography featuring Client's Personnel (the Content). Client agrees to make its Personnel aware of such filming, sound recording and photography and to ensure that its Personnel acknowledges and agrees that Organiser is the sole and exclusive owner of all rights in the Content and hereby waives any and all: (i) rights in and to such Content, and (ii) claims that Client may have relating to or arising from the Content or its use. Without limitation, Organiser shall be permitted to use the Content anywhere in the World for promotional and other purposes, without any payment or compensation. If any of Client's Personnel has any objection to the use of their image in any form in the Exhibition or any photograph of the Exhibition, Client shall notify Organiser in writing.
  - 5.03. Client acknowledges and agrees that all usernames and passwords used to access the Platform, the Website and/or 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 Client acting in such manner, whether or not authorised (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 Platform, the Website and/or the Directory that comes to its attention.
  - 5.04. Client acknowledges and agrees that the terms of this Contract (including, without limitation, the amount of the Fees) and the provisions of the Manual shall constitute confidential information of Organiser and Client undertakes that it shall not at any time disclose the same to any third party.
  - 5.05. Use of the Platform and the Website
    - 5.05.01. Client shall not and shall procure that its Personnel shall not:
      - 5.05.01.1. copy, reproduce, modify, create any derivative works from and/or reverse engineer any aspect of the Platform and/or the Website;
      - 5.05.01.2. resell, sub-licence, rent, lease, transfer or attempt to assign any rights in any data to and/or use of the Platform and/or the Website to any other person;
      - 5.05.01.3. use the Platform and/or the Website for anything other than their intended purpose and/or in any manner other than in compliance with law of the jurisdiction in which Organiser intellectual property rights or those of any third party in relation to its use of the Platform and/or the Website;
      - 5.05.01.4. knowingly transmit, send or upload any data to the Platform and/or the Website that contains viruses and any other malware or corrupting elements; or
      - 5.05.01.5. use the Platform and/or the Website in any way that could damage, disable, overburden, impair or compromise Organiser systems and/or security and/or interfere with other users' use of the Platform and/or the Website;
      - 5.05.01.6. use any robots and/or data gathering/mining extraction techniques intended to scrape data from the Platform and/or the Website;
      - 5.05.01.7. use any third party applications and/or software that infects, exploits the Platform and/or the Website without the prior written consent of Organiser; and/or
      - 5.05.01.8. engage in the sending/distribution of spam and/or mass unsolicited messages using the Platform and/or the Website.
    - 5.05.02. Organiser cannot guarantee that the Platform and/or the Website 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. Client must not attempt to interfere with, manipulate, damage or disrupt the proper working of the Platform and/or the Website (for example, by attempting to circumvent security or tamper with, hack into or otherwise disrupt any computer system, server, website, router or other networked device) or otherwise. Organiser reserves the right at any time and for any reason to: (i) make changes or corrections and to alter, suspend or discontinue any aspect of the Platform and/or the Website, (ii) vary the technical specification of the Platform and/or the Website, and/or (iii) temporarily suspend and/or disable Client's and its Personnel's access to the Platform and/or the Website for the purposes of maintenance, upgrade or addressing any security concerns.
    - 5.05.03. Client's ability to access and use the Platform and the Website 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 to the devices and/or software recommended. Client acknowledges and agrees that: (i) Client's ability to access and/or use the Platform and/or the Website may be affected by the performance of any of the foregoing elements, and (ii) Organiser shall not be liable to Client for any loss, damage or expense, including, without limitation, any loss of data, which may be caused by Organiser from time to time, are Client's responsibility to obtain and maintain.
    - 5.05.04. Organiser does not guarantee or warrant that any content available for downloading from the Platform and/or the Website is free from malware, 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.
6. Data protection
  - 6.01. 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 ensure that its processing is 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 communication, 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: [https://www.informamarkets-info.com/files/privacy/inf\\_ubtmip\\_en.html](https://www.informamarkets-info.com/files/privacy/inf_ubtmip_en.html).
  - 6.02. 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, 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 (v) 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 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 compliance with Data Protection Law.
  7. Specific terms relating to Virtual Space
    - 7.01. Organiser shall be responsible for the development and set-up of the Exhibition, the Platform, the Website and the Virtual Space. Organiser reserves the right at any time to alter, suspend, discontinue or otherwise restrict the Platform, the Website and/or the Virtual Space as Organiser in its absolute opinion considers to be in the best interests of the Exhibition.
    - 7.02. Client undertakes to: (i) be solely responsible for the customisation of the Virtual Space (including, without limitation, branding and dressing), and (ii) participate in the Exhibition for the duration of the Exhibition.
    - 7.03. Client shall not permit the display of any Materials and/or other exhibits that do not exclusively relate to Client's commercial activities. Organiser reserves the right, without liability and at Client's risk and expense, to remove any Materials and/or other exhibits which Organiser considers in its reasonable opinion: (i) contravene any law and/or any applicable industry regulations/standards, (ii) constitute counterfeit goods and/or infringe the Intellectual Property Rights of any third party, (iii) are likely to cause offence, and/or (iv) do not otherwise comply with these Conditions.
    - 7.04. Client may not share the Virtual Space with any third party without the prior written consent of Organiser (and any such consent shall be conditional on the Virtual Space sharer agreeing to comply with any terms, conditions and restrictions as may be prescribed by Organiser) and to the extent that Client is permitted to share the Virtual Space, Client shall procure that any Virtual Space sharer and any Virtual Space sharer's Personnel comply with this Contract, provided that Client shall remain responsible for the Virtual Space and its contents and shall be liable for any act or omission of any Virtual Space sharer and any Virtual Space sharer's Personnel (including, without limitation, any breach of the terms of this Contract by the same). Notwithstanding any approved Virtual Space sharing arrangement, Client shall remain fully and wholly liable for the full amount of the Fees.
    - 7.05. If Client and/or any of its Personnel is in breach of this Contract, Organiser reserves the right without liability to suspend and/or disable Client's and its Personnel's access to the Platform and/or the Website.
  8. Specific terms relating to Sponsorship and/or Brand Promotion Opportunities
    - 8.01. Client shall: (i) provide Organiser with all

<p>Materials within any deadlines specified by Organiser, and (ii) comply with Organiser specifications and technical requirements in relation to all Materials. If Client does not, Organiser reserves the right to refuse to print, publish or otherwise use any or all of the Materials (but all Fees in respect of the Sponsorship and/or Brand Promotion Opportunities, as the case may be, shall remain due and payable in full).</p>	<p>the originally scheduled Opening Date of the Exhibition, or where the Exhibition is cancelled but is reasonably expected by Organiser to be held at any time in the next Calendar Year, this Contract shall continue in full force and effect and the obligations of the parties shall be deemed to apply to the Exhibition on the new dates or when it is next held (as applicable) in the same way that they would have applied to the originally scheduled Exhibition. For the avoidance of doubt, nothing in this Condition 12.2 shall excuse Client from the payment of the Fees in accordance with the payment terms stated in the Booking Form.</p>	<p>acknowledges and agrees that the refund of Fees paid is Client's sole remedy in the event of termination by Organiser under this Condition 14.2 and all other liability of Organiser is hereby expressly excluded.</p>	<p>16.2. Client acknowledges and agrees that Organiser and any member of the Informa Group shall have a perpetual, irrevocable, non-exclusive, 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, use, communicate, disseminate, in any medium, any and all: (i) analytics data captured at or in connection with the Exhibition and/or any part of the Package (including, without limitation, attendee user or online behaviours and usage data relating to the Platform, the Website, the Directory and/or any lead generation/match-making initiatives), and/or (ii) Materials and other information and/or materials displayed or made available by Client, at or in connection with the Package, the Exhibition and/or any other events owned, organized, managed or operated by Organiser or any member of the Informa Group (in each case as to prior to, or concurrently with, or following the entering into of this Contract) (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, data analytics, corporate or any part of any Materials and other information and/or materials displayed or made available by Client into such products, services or works).</p>
<p>8.2. 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. Organiser shall use its reasonable endeavours to provide the Sponsorship and/or Brand Promotion Opportunities, as the case may be, in the size, position and manner as specified in the Booking Form, but shall not be liable where reasonable modifications are made.</p>	<p>12.3. Where the Exhibition is cancelled and is not reasonably expected by Organiser to be held in the next Calendar Year, the terms of this Condition 12.3 shall apply.</p> <p>12.3.1. if the Exhibition is cancelled other than as a result of a Force Majeure Event (in which case the provisions of Condition 12.3.2 apply), this Contract shall terminate without liability provided that, at Client's election, any portion of the Fees already paid shall be refunded or a credit note for the amount of the Fees already paid shall be issued and Client shall be released from paying any further portion of the Fees.</p> <p>12.3.2. if the Exhibition is cancelled as a result of a Force Majeure Event, this Contract shall terminate without liability provided that: (i) Organiser shall be entitled to retain an amount equal to 50% of the total Fees (the Revised Fees) from any portion of the Fees already paid or where no Fees have been paid or where the portion of the Fees already paid is less than the Revised Fees, Organiser shall be entitled to submit an invoice in respect of the Revised Fees (as the case may be) of the Revised Fees, which shall become immediately due and payable, and (ii) after the deduction of the Revised Fees, at Client's election, any portion of the Fees already paid shall be either refunded or a credit note issued for the amount of Fees already paid and Client shall be released from paying any further portion of the Fees.</p>	<p>14.3. Upon any termination of this Contract, without prejudice to any other right or remedy it may have, Organiser reserves the right without liability to suspend and/or disable Client's and its Personnel's access to the Platform and/or the Website and cover over any Materials. Organiser shall be free to re-sell any aspects of the Package as it shall deem fit.</p> <p>14.4. 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.</p> <p>14.5. Conditions 1, 3, 4.9, 6.2, 6.3, 9.5, 10, 12, 13, 14, 15, 16 and 17 shall survive termination of this Contract.</p> <p>15. Liability and indemnity</p> <p>15.1. Organiser does not make any warranty either in relation to the Package in general, including, without limitation, in relation to: (i) the presence, absence or location of any exhibitor, sponsor, brand promoter or attendee of the Exhibition, (ii) the number of exhibitors, sponsors, brand promoters or attendees participating in the Exhibition, and/or (iii) the benefit or outcome (commercial or otherwise) that Client may achieve as a result of participating in the Exhibition and/or the Package. 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 Exhibition and/or the Package that are not expressly stated herein.</p>	<p>16.3. Nothing in this Contract shall create a partnership, joint venture or agency relationship between the parties.</p> <p>16.4. 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.</p> <p>16.5. Each party acknowledges and agrees that this Contract constitutes the entire agreement between the parties in relation to the Exhibition and the Package and that it supersedes any and all prior oral or written understandings, communications or agreements with respect to the subject matter hereof.</p> <p>16.6. 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 Informa 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 Informa Group or any third party contractor assisting Organiser with the staging of the Exhibition and/or the facilitation of the Package.</p>
<p>8.3. Client hereby grants to Organiser a royalty-free, non-exclusive, worldwide licence to use the Materials and Client's details on the Platform, the Website and/or in connection with the creation of any materials relating to the Exhibition. Client acknowledges and agrees that, in view of the time and cost required in preparing such materials in circumstances where this Contract is terminated, Organiser may at its discretion continue to use the Materials and Client's details after termination of this Contract where the time and cost required to remove the same from the Platform, the Website and/or any materials relating to the Exhibition cannot reasonably be justified by Organiser.</p>	<p>12.4. Client acknowledges and agrees that the provisions of this Condition 12 set out Client's sole remedy in the event of cancellation or the changing of the date(s) of the Exhibition and all other liability of Organiser is hereby expressly excluded.</p>	<p>15.2. Organiser does not endorse or accept any responsibility for the use of, or content on, any other website linked or referenced within the Platform and/or the Website and neither Organiser nor any member of the Informa Group shall be liable to Client for any loss, damage, cost, claim or expense suffered or incurred by Client 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.</p> <p>15.3. Subject to Condition 15.6: (i) Client expressly assumes all risks associated with the use of the Platform and/or the Website in connection with Client's participation in and/or presence at the Exhibition and/or Client's access to and/or use of the Platform and/or the Website, (ii) neither Organiser nor any member of the Informa Group shall be liable to Client 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 of reputation and/or any other type of economic loss or damage, or (b) loss (or theft) 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 (iii) Organiser (and any member of the Informa Group's) maximum aggregate liability to Client under this Contract or otherwise in connection with the Exhibition and/or the Package and/or Client's access to and/or use of the Platform and/or the Website, however arising, shall be limited to the total amount of the Fees paid by Client.</p>	<p>16.7. 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 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.</p> <p>16.8. 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 15.8 shall not affect the validity and enforceability of the rest of this Contract.</p>
<p>8.4. 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 Sponsorship and/or Brand Promotion Opportunities, as the case may be.</p>	<p>13. Cancellation by Client</p> <p>13.1. 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.</p>	<p>15.4. Client shall indemnify Organiser against any loss, damage, cost, claim or expense suffered or incurred by Organiser 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 or death of any person caused by any act or omission of Client and/or any of its Personnel, (ii) any third party claim that either the display of any Materials and/or other exhibits (including, without limitation, counterfeit goods) by Client on the Platform and/or the Website and/or the receipt or use of the Materials in connection with the Package constitutes an infringement of the Intellectual Property Rights of any third party, (iii) any breach by Client of any law, (iv) where Client receives any Data List as part of the Package, any failure of Client to comply with Condition 6.2, and (v) where Client shares the Virtual Space with any third party pursuant to Condition 7.4, any act or omission of any such Virtual Space sharer and such Virtual Space sharer's Personnel.</p>	<p>16.9. Unless 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 to variations or settlement under this Contract are not subject to the consent of any other person.</p> <p>16.10. 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.</p>
<p>9. Specific terms relating to Directories</p> <p>9.1. If Client purchases a Directory entry as part of the Package, the terms of this Condition 9 shall apply. The Booking Form may specify that it is compulsory for Client to purchase a Directory entry in connection with the Exhibition.</p> <p>9.2. The length of time that Client is entitled to have the Directory live for and the extent of its coverage within and benefits related to the Directory, shall be specified in the Booking Form.</p> <p>9.3. All Directory Content shall be considered non-confidential and non-commercial in nature and Client waives any moral rights in the Directory Content to the fullest extent permitted by law.</p> <p>9.4. If Client and/or any of its Personnel is in breach of this Contract, Organiser reserves the right without liability to suspend Client's use of, access to, coverage within and benefits related to the Directory.</p> <p>9.5. Organiser's total liability to Client in connection with the Directory, however arising, shall be limited to the total amount of the Fees paid by Client in respect of the Directory only.</p>	<p>14. Termination</p> <p>14.1. 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 Informa 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 notice of such breach (or such lesser period as would be required for the breach to be remedied in sufficient time prior to the Opening Date of the Exhibition or 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, the Exhibition 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 14.1, 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.</p> <p>14.2. 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 the best interests of the Exhibition and/or not in Organiser's legitimate commercial interests, (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, and/or (iii) decides to cancel the Exhibition and does not wish for this Contract to continue in full force and effect pursuant to Condition 12.2. In the event that Organiser terminates this Contract pursuant to this Condition 14.2, any portion of the Fees already paid shall be refunded (where legally permissible) and Client shall be released from paying any further portion of the Fees. Client</p>	<p>15.5. Without prejudice to Condition 12.3, 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, or the avoidance of doubt, nothing in this Condition 15.5 shall excuse Client from the payment of the Fees under this Contract.</p> <p>15.6. Nothing in these Conditions shall exclude or limit any liability which cannot be excluded, limited or waived. Client acknowledges and agrees that, in light of the Fees, the provisions of this Condition 15 are no more than is reasonable to protect Organiser as the Organiser of the Exhibition and the provider of the Package.</p> <p>16. General</p> <p>16.1. Organiser reserves the right to refuse any person entry to the Exhibition or to remove any person from the Exhibition at any time.</p>	<p>16.11. 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).</p> <p>17. Governing law and jurisdiction</p> <p>17.1. This Contract shall be governed by and construed in all respects in accordance with the laws of India. All disputes and differences which may arise between Organiser and the Client with respect to the performance, interpretation or execution of this Contract shall be referred to arbitration before three arbitrators in accordance with the provisions of the Arbitration and Conciliation Act, 1996 of India as amended from time to time, wherein one arbitrator is appointed by each party and the third arbitrator is appointed by the mutual consent of both the arbitrators so appointed. Such arbitration shall be conducted in the English language and the seat of such arbitration proceedings shall be at Mumbai, India. The award of the Arbitrators shall be final and binding on both the parties. The total Arbitration charges which are required to be paid under any such incidence shall be borne by the Parties equally or as per the Arbitral Award.</p>
<p>10. Limitation of rights granted</p> <p>10.1. Client's right of relation to the Exhibition and the Package are strictly limited to those set out in this Contract. Client shall be permitted to advertise on its own website the fact of its attendance and participation in the Exhibition, including, without limitation, by providing a web link to the Exhibition website, provided that Organiser may request at any time and for any reason that Client removes any such advertising and Client shall be required to comply with any such request promptly. Client is not permitted to: (i) establish a website specifically relating to the Exhibition, and/or (ii) otherwise promote or advertise its association with the Exhibition and/or 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 Informa Group.</p>	<p>14.2. 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 the best interests of the Exhibition and/or not in Organiser's legitimate commercial interests, (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, and/or (iii) decides to cancel the Exhibition and does not wish for this Contract to continue in full force and effect pursuant to Condition 12.2. In the event that Organiser terminates this Contract pursuant to this Condition 14.2, any portion of the Fees already paid shall be refunded (where legally permissible) and Client shall be released from paying any further portion of the Fees. Client</p>	<p>15.6. Nothing in these Conditions shall exclude or limit any liability which cannot be excluded, limited or waived. Client acknowledges and agrees that, in light of the Fees, the provisions of this Condition 15 are no more than is reasonable to protect Organiser as the Organiser of the Exhibition and the provider of the Package.</p> <p>15.7. Nothing in these Conditions shall exclude or limit any liability which cannot be excluded, limited or waived. Client acknowledges and agrees that, in light of the Fees, the provisions of this Condition 15 are no more than is reasonable to protect Organiser as the Organiser of the Exhibition and the provider of the Package.</p>	<p>16.12. Client acknowledges and agrees that Organiser and any member of the Informa Group shall have a perpetual, irrevocable, non-exclusive, 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, use, communicate, disseminate, in any medium, any and all: (i) analytics data captured at or in connection with the Exhibition and/or any part of the Package (including, without limitation, attendee user or online behaviours and usage data relating to the Platform, the Website, the Directory and/or any lead generation/match-making initiatives), and/or (ii) Materials and other information and/or materials displayed or made available by Client, at or in connection with the Package, the Exhibition and/or any other events owned, organized, managed or operated by Organiser or any member of the Informa Group (in each case as to prior to, or concurrently with, or following the entering into of this Contract) (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, data analytics, corporate or any part of any Materials and other information and/or materials displayed or made available by Client into such products, services or works).</p>
<p>11. Changes to the Exhibition</p> <p>11.1. Notwithstanding any other provision of this Contract, Organiser reserves the right without liability at any time and for any reason to make reasonable changes to the format, content, opening hours, duration, dates and other timings of the Exhibition. 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.</p> <p>12. Cancellation and changing the date(s) of the Exhibition by Organiser</p> <p>12.1. Organiser reserves the right to cancel or change the date(s) of the Exhibition at any time and for any reason (including, without limitation, if a Force Majeure Event occurs which Organiser considers makes it illegal, impossible, inadvisable or impracticable for the Exhibition to be held).</p> <p>12.2. In the event that the date(s) of the Exhibition are changed to new date(s) that are within twelve (12) months of</p>	<p>14.2. 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 the best interests of the Exhibition and/or not in Organiser's legitimate commercial interests, (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, and/or (iii) decides to cancel the Exhibition and does not wish for this Contract to continue in full force and effect pursuant to Condition 12.2. In the event that Organiser terminates this Contract pursuant to this Condition 14.2, any portion of the Fees already paid shall be refunded (where legally permissible) and Client shall be released from paying any further portion of the Fees. Client</p>	<p>15.6. Nothing in these Conditions shall exclude or limit any liability which cannot be excluded, limited or waived. Client acknowledges and agrees that, in light of the Fees, the provisions of this Condition 15 are no more than is reasonable to protect Organiser as the Organiser of the Exhibition and the provider of the Package.</p> <p>15.7. Nothing in these Conditions shall exclude or limit any liability which cannot be excluded, limited or waived. Client acknowledges and agrees that, in light of the Fees, the provisions of this Condition 15 are no more than is reasonable to protect Organiser as the Organiser of the Exhibition and the provider of the Package.</p>	<p>16.12. Client acknowledges and agrees that Organiser and any member of the Informa Group shall have a perpetual, irrevocable, non-exclusive, 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, use, communicate, disseminate, in any medium, any and all: (i) analytics data captured at or in connection with the Exhibition and/or any part of the Package (including, without limitation, attendee user or online behaviours and usage data relating to the Platform, the Website, the Directory and/or any lead generation/match-making initiatives), and/or (ii) Materials and other information and/or materials displayed or made available by Client, at or in connection with the Package, the Exhibition and/or any other events owned, organized, managed or operated by Organiser or any member of the Informa Group (in each case as to prior to, or concurrently with, or following the entering into of this Contract) (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, data analytics, corporate or any part of any Materials and other information and/or materials displayed or made available by Client into such products, services or works).</p>