

Customer Terms and Conditions for SMART Expo products

Version 2 - Effective January 2020

Introduction

The following are the standard terms and conditions ("Terms and Conditions") that apply to your use of the Product (as defined below). Receipt of an Order Form (as defined below) signed by you will constitute your acceptance of the Terms and Conditions. Please read the Terms and Conditions in conjunction with the Order Form, and any and all other documents provided to you at the time of signing the Order Form.

1. Defined terms

"Advertisement" means the digital material (including any Creative) submitted by you to be published by us on Our Website.

"Advertiser" means the person, firm or company agreeing to place Online Advertising in connection with the Exhibition under an Order Form in accordance with the Terms and Conditions.

"Agreement" means these Terms and Conditions and your Order Form.

"Business Days" means a day other than a Saturday, Sunday or a public holiday in Hong Kong.

"Charges" means all charges shown as being payable by the Exhibitor in an Order Form.

"Creative" means any information, material, name, trademark, logo, artwork, text, graphic or other material provided or to be provided by you to us for the purpose of providing the Advertisement.

"Exhibition" means the SMART Investment & International Property Expo.

"Exhibition Space" means exhibition space or a booth or stand at the Exhibition assigned to the Exhibitor by the Organiser pursuant to an Order Form.

"Exhibitor" refers to the person, firm or company agreeing to be assigned the Exhibition Space and participate in the Exhibition under an Order Form in accordance with the Terms and Conditions.

"Exhibit" means any article, material or thing whatsoever exhibited, displayed or included in the Exhibition.

"Force Majeure Event" means any fire, flood, earthquake, elements of nature or acts of God, strikes, acts of war, terrorism, riots, civil disorders, disturbances, rebellions or revolutions, quarantines, embargoes and other similar governmental action, or any other similar cause beyond the reasonable control of a party.

"Hong Kong" means the Hong Kong Special Administrative Region.

"Intellectual Property Rights" means all intellectual property rights of whatever nature throughout the world, whether created before or after the date of the Agreement, including rights in respect of or in connection with copyright and analogous rights, trademarks, service marks, designs, inventions (including patents), trade, business or company names, trade secrets, know-how, confidential or other proprietary information, and similar industrial, commercial and intellectual property rights, whether or not registered or registrable, and includes any rights to apply for or renew any registration of such rights.

"Online Advertising" means advertising on our platform as specified in an Order Form, including without limitation Our Website and our other social media networks or platforms.

"Order Form" (also known as Sales Order Agreement) means the agreement made between the Exhibitor/Speaker/Advertiser and the Organiser in relation to the Product.

"Our Website" refers to the website at www.smartexpos.com (including its desktop, mobile, tablet and apps (and any subdomains)) and/or any other website(s) owned or operated by us as applicable to your subscription with us.

"Personnel" means employees, secondees, agents, officers and subcontractors.

"Privacy Laws" means the Personal Data (Privacy) Ordinance (Cap. 486, Laws of Hong Kong) and any and all other legislation (to the extent that such legislation applies to the Exhibitor, Speaker, Advertiser and/or the Organiser) which affects privacy, personal information or personal data from time to time in force in Hong Kong or any other jurisdiction (to the extent that the Exhibitor, Speaker, Advertiser and/or the Organiser is subject to the laws of that jurisdiction), including any ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments made or issued thereunder, as amended from time to time.

"Privacy Rights" means all personal data privacy rights of whatever nature as provided under the Privacy Laws.

"Product" means the item of product in relation to the Exhibition as specified in an Order Form and may include without limitation any of the following or a combination thereof: a) Exhibition Space, b) Speaking Session, or c) Online Advertising.

"Speaker" means the person, firm or company agreeing to participate in and speak at the Exhibition under an Order Form in accordance with the Terms and Conditions.

"Speaking Session" means the session or timeslot for presentation assigned to the Speaker by the Organiser pursuant to an Order Form.

"Venue" means the premises, building and facilities used for the purpose of the Exhibition as specified in an Order Form.

"We", "our", "us", "Organiser" or "Publisher" refers to the company or the organiser of the Exhibition as set out in your Order Form; being REA Hong Kong Management Co. Limited, a member of the REA Group Ltd. group of companies (REA Group) and its employees, officers, agents, affiliates or assigned parties acting for it in the management of the Exhibition.

"You" or "your" refers to any of the following or a combination thereof, depending on the subscription of the Product under an Order Form: a) Exhibitor, b) Speaker, or c) Advertiser.

Exhibitor's Conditions of Participation

2. Use of Exhibition Space/No Subletting etc.

2.1 The Exhibitor shall be entitled to utilise the Exhibition Space in such manner as the Organiser thinks fit. The Organiser's rulings and decisions with regard to the use of the Exhibition Space shall be final and conclusive.

2.2 Without the prior written consent of the Organiser, the Exhibitor shall not: a) assign, sublet, transfer, charge or purport to assign or divide the Exhibition Space (or any part thereof); b) permit the Exhibition Space (or any part thereof) to be utilised or operated by any other person, firm or company; or c) exhibit, display or offer for sale, distribute or advertise any article, thing, product or service not related to the Exhibition, including without limitation any article, thing, product or service not offered or provided or sold by the Exhibitor or the Organiser and its related literature or handbill, unless otherwise specified in the Order Form and except where such article or thing is reasonably necessary for identifying the Exhibitor (in which case shall

be limited to the Exhibitor's regular nameplate) or the proper operation of the Exhibitor's display at the Exhibition Space.

3. Occupancy Default

If any Exhibitor fails to occupy the Exhibition Space within the timetable imposed by the Organiser for completing the installation, the Organiser may take and re-allocate or reassign the Exhibition Space for such purposes or use the Organiser thinks fit. Such failing Exhibitor shall not be relieved of the obligation of paying the full Charges for the Exhibition Space and all other fees, costs and charges payable under the provisions of Clause 7 (insofar as they relate to cancellation by the Exhibitor).

4. Payment

4.1 The Exhibitor shall pay the Charges to the Organiser in accordance with the payment details set out in the Order Form.

4.2 If the Exhibitor fails to pay the Charges in full by the due date, the Organiser may at any time thereafter, at its discretion and without prejudice to its any other rights or entitlements, either (i) by notice to the Exhibitor declare the overdue Charges (or any part thereof) immediately payable, whereupon the Exhibitor shall settle such overdue payments in full to the Organiser forthwith on demand, failing which the Agreement will be terminated forthwith (or upon the expiry of the payment deadline, if any, as specified in the notice) without further notice; or (ii) terminate the Agreement forthwith by notice to the Exhibitor.

4.3 Upon the termination of the Agreement in accordance with Clause 4.2, a cancellation by the Exhibitor in accordance with Clause 7 will be deemed to have occurred and the terms and conditions thereunder, including without limitation any payment due thereunder, will apply.

5. Eligibility of Exhibitors and Services etc.

The Organiser has the sole and absolute right to determine the eligibility of any person, firm or company to participate in the Exhibition and of any product or service to be included in the Exhibition.

6. Cancellation and/or Rescheduling of Exhibition by Organiser

6.1 The Organiser may cancel the Exhibition or change the location, date(s) and/or duration of the Exhibition as it thinks fit, as a result of the happening of any of the following events: a) the Venue becoming, at the Organiser's sole discretion, unfit, unavailable, unsafe, inaccessible for occupancy or exhibition purpose by reason of any cause(s) not within the Organiser's control (e.g. civil disturbance or disorder, impairment of accessibility or availability to the Venue, inability to secure sufficient manpower, inclement weather etc.); b) any changes in the requirements of the Hong Kong government or any related authorities or the Venue owner/provider; c) a Force Majeure Event; or d) any other cause not within the Organiser's control.

6.2 If the Exhibition is cancelled or changed in accordance with Clause 6.1, the Organiser will refund all payments already received from the Exhibitor under and/or in connection with the Agreement and reserves the right to make reasonable adjustment based on the costs and expenses incurred by the Organiser in connection with the Exhibition. The Exhibitor agrees and acknowledges that it shall have no further claim whatsoever against the Organiser and shall waive any and all claims for, any failure or delay to perform its obligations under the Agreement or any loss (including consequential losses), loss of profits, sales, opportunity or commercial advantage, damage, cost, expense or liability which the Exhibitor may suffer or incur, to the extent arising out of or caused by any cause(s) not reasonably within the control of the Organiser.

7. Cancellation by Exhibitor

7.1 Cancellation or withdrawal by the Exhibitor is only permitted if effected by notice which is in writing and by registered or certified mail to the Organiser. Any and all payments made by the Exhibitor to the Organiser prior to the cancellation or withdrawal notice are non-refundable and non-transferrable.

7.2 In the event of cancellation or withdrawal by the Exhibitor in accordance with Clause 7.1, the Exhibitor shall be excluded from the Exhibition and the Organiser may at its sole discretion reassign the Exhibition Space or make alternative arrangements for the Exhibition Space. The Organiser reserves the right to assess at its absolute discretion all costs, expenses and other amounts incurred by the Organiser: a) in connection with the Exhibition, b) in seeking to find alternative Exhibitor(s) or alternative arrangements and c) in making such reassignment or alternative arrangements (collectively "Cancellation Costs") and to demand the Exhibitor to pay the Cancellation Costs (or any part thereof). The Exhibitor shall upon demand pay the Cancellation Costs within the time imposed by the Organiser.

7.3 If any cancellation or withdrawal by the Exhibitor is effected only within two (2) months of the first day of the Exhibition, the Exhibitor must settle all the Charges to the Organiser forthwith and in any event, no later than the first day of the Exhibition.

7.4 For the avoidance of doubt, subsequent reassignment or alternative arrangements of the Exhibition Space shall not absolve, release or otherwise affect the Exhibitor's obligations and liabilities under the Agreement.

8. Exhibitor's Liability

8.1 The Exhibitor is solely responsible for its Exhibits, fittings, equipment and items whatsoever brought by it into the Exhibition or in its possession, use or control, and should ensure them from loss or damage from any cause whatsoever. The Exhibitor acknowledges and agrees that its Exhibits and all such fittings, equipment and items are in its care, custody and control in transit to or from or within confines of the Venue.

8.2 The Exhibitor must ensure that its participation and conduct in the Exhibition and its Exhibits comply in all respects with these Terms and Conditions and all applicable laws and requirements of all relevant authorities, the Organiser and the Venue owner/provider, including without limitation the laws and regulations governing fair trading, advertising, consumer protection, privacy, anti-trust and anti-competition, statutory immigration rules, statutory fire regulations and all requirements of all relevant authorities, the Organiser and the Venue owner/provider (including without limitation those in relation to fire precautions). The Exhibitor shall procure that all of its Personnel comply with this clause.

8.3 The Exhibitor warrants that its Exhibits and the packages thereof and fittings, equipment and items whatsoever brought by it into the Exhibition or in its possession, use or control do not in any way whatsoever violate or infringe any third party's rights (including without limitation Intellectual Property Rights and Privacy Rights), and agree to fully indemnify the Organiser and its Personnel against all costs, expenses and damages arising from any third party's claim of infringement by the Exhibitor and/or the Organiser of such third party's rights.

8.4 The Organiser reserves the right to reject for inclusion or to demand for removal any Exhibit which in the view of the Organiser and/or the relevant authority: a) does not comply with Clause 8.2 and/or Clause 8.3; b) is unsafe or unsuitable for inclusion in the Exhibition; or c) is not relevant to the Exhibition. The Organiser's decision as to such exclusion and/or removal of Exhibits will be final and conclusive.

9. Indemnities by Exhibitor

9.1 The Exhibitor shall indemnify and keep indemnified the Organiser and its Personnel (“Those Indemnified”) from and against any and all loss, damage, costs, expenses and liabilities which Those Indemnified may suffer or incur, to the extent arising out of: a) personal injury (including death) or loss of or damage to any tangible property, arising from or in connection with any act or omission of the Exhibitor and/or its Personnel (including without limitation the erection, use and dismantling of the Exhibition Space); b) any act, default or negligence of the Exhibitor and/or its Personnel; c) any breach of the Agreement by the Exhibitor; or d) any claim (including an action, proceeding or demand) made by a third party (including without limitation any Exhibitor’s Personnel) arising from any breach of the Agreement by the Exhibitor, the default or negligence of the Exhibitor and/or its Personnel or the infringement of any third party’s rights (including without limitation Intellectual Property Rights and Privacy Rights) by the Exhibitor and/or its Personnel.

9.2 In no event shall the Organiser be liable to the Exhibitor or shall the Exhibitor make any claim for any reason against the Organiser and/or its Personnel whatsoever (including without limitation in respect of any actions, claims, liabilities, damages, losses (including consequential losses), loss of profits, sales, opportunity or commercial advantage, costs or expenses whatsoever which may be suffered or incurred by the Exhibitor whether directly or indirectly), as a result of or in connection with the happening of any of the following events: a) loss, theft, damage or destruction (however caused) of any Exhibit, fittings, equipment and/or item referred to in Clause 8.1; b) any personal injury (including death); c) safety of the Exhibitor and its Personnel; d) unavailability, reallocation or reassignment of the Exhibition Space; e) cancellation of or any change to the Exhibition under Clause 6.1; or f) any action or omission of the Organiser.

9.3 To the extent allowable by law, the Organiser limits its liability in respect of the following to the amount received from the Exhibitor under the Agreement: a) the breach of any condition or warranty that it cannot exclude to the greater of (at its option) resupplying the Product or paying the cost of having the Product resupplied; and b) any other claim under or in connection with the Agreement, whether the claim is based on contract or tort (including negligence, statute or otherwise). The Organiser shall reduce the foregoing liability to the extent that the Exhibitor causes or contributes to the loss that is the subject of the claim.

9.4 The Exhibitor must take all reasonable steps to minimise any loss that it suffers or likely suffers and that is the subject of a claim against the Organiser under the Agreement. If the Exhibitor fails to take reasonable steps to minimise such loss, the Organiser’s liability to the Exhibitor for the relevant claim shall be reduced accordingly.

9.5 The Organiser shall not be liable under the Agreement to the extent that liability is arising from or in connection with: a) any breach of the Exhibitor’s obligations under the Agreement; b) any negligent act or omission by the Exhibitor and/or its Personnel; or c) any delay in performance or any breach of the Agreement which arises as a result of any matter not within the Organiser’s control.

9.6 Each indemnity under the Agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of the Agreement for whatever reason.

10. Insurance

10.1 The Exhibitor exhibits at its own risk and responsibility and must ensure that it effects and maintains adequate insurance to cover its losses or liabilities arising out of or in connection with the Exhibition, and shall produce the relevant insurance certificate(s) upon request by the Organiser. Breach of any of the provisions in this clause is a material breach of the Agreement and, without prejudice to any other right, relief or remedy, entitles the Organiser to terminate the Agreement immediately under Clause 46 with no right of recourse by the Exhibitor.

11. Relocation and Revisions

The Organiser retains the exclusive and absolute right to relocate the Exhibition Space and/or to revise the floor plan of the Exhibition as it thinks fit.

12. Installing , Exhibiting , Dismantling

12.1 The Exhibitor must follow strictly the timetable imposed by the Organiser for installing, exhibiting and dismantling the Exhibition Space.

12.2 The Exhibitor is responsible for the complete removal of all Exhibits, fittings, equipment and items whatsoever brought by it into the Exhibition and all waste and rubbish from the Exhibition Space at its own expense, in accordance with the timetable imposed by the Organiser. If the Exhibitor fails to remove any of the foregoing within the Organiser's timetable, the Organiser shall be entitled (but not obliged) to remove and dispose of such materials without liability to the Exhibitor and the Exhibitor shall be liable for and indemnify the Organiser in respect of all related claims, liabilities, costs and expenses (including without limitation storage and handling charges).

13. Exhibition Space

13.1 No decoration, fittings, equipment, items and/or Exhibits at the Exhibition Space shall exceed four (4) metres (for custom-built Exhibition Space) or two and a half (2.5) metres (for shell-scheme Exhibition Space) in height, unless with the Organiser's prior written approval.

13.2 For custom-built Exhibition Space, the Organiser's prior written approval must be obtained before the opening of the Exhibition.

14. Exhibits and Displays

14.1 The Organiser retains the sole and absolute authority to approve or object the arrangement and/or appearance of any Exhibit or any fitting, equipment or item whatsoever brought by the Exhibitor into the Exhibition, and may at its discretion require the removal, replacement, rearrangement and/or redecoration of any of the foregoing by the Exhibitor at no charge or liability against the Organiser.

14.2 Any product or service of defamatory, false, fraudulent, deceptive or misleading nature or of poor or unsatisfactory quality, as determined at the Organiser's sole and absolute discretion, shall be strictly banned from the Exhibition.

14.3 The Organiser shall have full authority to reject, refuse or remove from the Exhibition any Exhibit, product or service which infringes or is deemed as infringing any third party's rights (including without limitation Intellectual Property Rights and Privacy Rights). In no circumstances shall the Organiser or its Personnel be liable for any claim (including an action, proceeding or demand) made by a third party arising from the infringement or alleged infringement of such third party's rights. The Exhibitor further agrees not to take any legal action or make any claim or demand against the Organiser or its Personnel in relation to the foregoing claim.

15. Exhibitor's Conduct

15.1 The Exhibitor and its Personnel (including without limitation its representatives as referred to in Clause 25) must conduct themselves in such manner as shall not, in the Organiser's view: a) cause grievance, aggression, distress or disturbance to the Organiser, the Organiser's Personnel, any other exhibitors and/or any visitors at the Exhibition and/or the Venue; b) cause, occasion, permit any damage, disfigurement or injury of any kind to the Organiser, the Organiser's Personnel and/or property, any other exhibitors and/or any visitors, or the Venue owner/provider; or c) infringe or contravene any licence issued to the Organiser and/or the Venue owner/provider.

15.2 The Exhibitor must conduct its business only from the Exhibition Space.

15.3 The Exhibitor must ensure that all of its Personnel present at the Exhibition and/or the Exhibition Space shall present a clean and tidy appearance and maintain a polite and sober demeanour at all times.

15.4 The Exhibitor must comply, and must procure its Personnel to comply, with any and all instructions that may be given by the Organiser at the Exhibition from time to time.

15.5 If the Exhibitor and/or its Personnel fail to comply with any of the foregoing requirements of this Clause 15, the Exhibitor and/or such Personnel shall be liable, at the Organiser's discretion, to be removed from the Exhibition and refused re-admission during the period of the Exhibition without refund or compensation. Upon the foregoing occurrence, a cancellation by the Exhibitor in accordance with Clause 7 will be deemed to have occurred and the terms and conditions thereunder, including without limitation any payment due thereunder, will apply. The Organiser's decision is final and conclusive in all cases.

16. Damage to Venue and Property

16.1 The Exhibitor may not apply any paint, lacquer, adhesive substance, coating, or any bolt, screw, nail hole, batten, boarding or adhering substance, onto any building column, floor or wall of the Venue or any equipment of the Exhibition Space.

16.2 The Exhibitor is liable for any damage (including without limitation the cost of making good such damage) to any of the foregoing column, floor, wall, equipment or to any property of any other exhibitors at the Venue, whether caused by itself, its Personnel and/or any visitor to the Exhibition Space.

17. Floor Loading

Under no circumstances may the weight of any and all Exhibits, fittings, equipment and items whatsoever of the Exhibition Space exceed the floor load limit of the Venue as stipulated by the Venue owner/provider. The Exhibitor accepts full and sole responsibility for personal injury (including death) or loss of or damage to any property arising from or in connection with failure, knowingly or otherwise, to distribute the Exhibits, fittings, equipment and items of the Exhibition Space in conformity with the foregoing floor load limit.

18. No Alcoholic Beverages

The dispensing, distribution and consumption of alcoholic beverages in the Exhibition is strictly prohibited unless with the prior express approval of the Organiser.

19. No Flammable or Explosive Materials

No flammable or explosive materials, fluids or substance of any nature, including without limitation decorative materials, may be brought into or used in the Exhibition without the Organiser's prior written approval.

20. No Lotteries or Games/Contests of Chance etc.

Any game, competition or activity that distributes or allots prizes by chance or involves lottery devices or actual or simulated pursuit of any recreational pastime is strictly prohibited at the Exhibition unless with the Organiser's prior written approval.

21. No Noise or Odors etc.

No operation, work, activity, demonstration or Exhibit that produces noise and/or odors or that is obstructive and/or objectionable, as determined at the Organiser's sole discretion, will be permitted at the Exhibition or at such hours of the Exhibition as the Organiser may notify the Exhibitor.

22. No Obstruction of Aisles etc.

The Organiser retains the exclusive right to suspend any operation, work, activity, demonstration or Exhibit of the Exhibitor that, as determined at the Organiser's sole discretion, results in excessive or unacceptable obstruction of any aisle or that prevents or denies any other exhibitors' reasonable and convenient access to their exhibition spaces at the Exhibition. The duration of the foregoing suspension shall be determined solely and notified to the Exhibitor by the Organiser.

23. No Pets or Animals

No pets or animals of any kind may be brought into the Exhibition.

24. Admission

The admission policies for the Exhibition shall remain, at all times, the prerogative of the Organiser, and may be revised or amended at the Organiser's sole and absolute discretion.

25. Exhibitor's Representatives

25.1 The Exhibitor's Personnel engaging in the display, demonstration, promotion, marketing, application and/or sale of the Exhibitor's products and/or services at the Exhibition and/or the Exhibition Space must be designated as the Exhibitor's representative(s) and must at all times while present at the Venue wear the "EXHIBITOR" badge furnished by the Organiser for identification purposes. The Exhibitor's other Personnel not engaging in the foregoing activities must register with the Organiser as 'Attendees'.

25.2 The Organiser reserves the right to restrict or limit, at its sole and absolute discretion, the number of the Exhibitor's designated representatives present at the Exhibition Space.

Speaker's Conditions of Participation

26. Speaking Session

26.1 The Speaker shall be entitled to attend and present at the Speaking Session(s) in accordance with this Clause 26.

26.2 The Organiser retains the exclusive and absolute right to change or cancel the Speaking Session(s) as it thinks fit without refund or compensation.

26.3 Without the prior written consent of the Organiser, the Speaker shall not: a) assign or transfer or purport to assign or divide any Speaking Session(s) (or any part thereof); b) permit any Speaking Session(s) (or any part thereof) to be utilised or operated by any other person, firm or company; or c) deliver any presentation other than the one submitted to the Organiser in accordance with Clause 26.4. The Organiser's rulings and decisions with regard to the utilisation of the Speaking Session shall be final and conclusive.

26.4 The Speaker shall submit to the Organiser: a) any and all presentations and/or related presentation materials no later than five (5) Business Days prior to the relevant Speaking Session, and b) any update or revision thereof no later than two (2) Business Days prior to the foregoing session. The Organiser reserves the right to make any format changes to such presentation and/or material for the sole purpose of displaying or presenting at the Speaking Session.

27. Default by Speaker

If the Speaker fails to comply with the timetable specified in Clause 26.4 (or such other timetable as may be specified by the Organiser in writing) and/or attend or present at the Speaking Session, the Organiser may take

and re-allocate or reassign the Speaking Session for such purposes or use it thinks fit or make alternative arrangements for the Speaking Session. Upon the foregoing occurrence, a cancellation by the Speaker in accordance with Clause 30.2 will be deemed to have occurred and the terms and conditions thereunder will apply. The Organiser's decision is final and conclusive in all cases.

28. Eligibility of Speaker

The Organiser has the sole and absolute right to determine the eligibility of any person, firm or company to present at the Speaking Session.

29. Cancellation and/or Rescheduling of Exhibition by Organiser

29.1 The Organiser may cancel the Speaking Session and/or the Exhibition or change the location, date(s) and/or duration of the Speaking Session and/or the Exhibition as it thinks fit, as a result of the happening of any of the following events: a) the Venue becoming, at the Organiser's sole discretion, unfit, unavailable, unsafe, inaccessible for occupancy or exhibition purpose by reason of any cause(s) not within the Organiser's control (e.g. civil disturbance or disorder, impairment of accessibility or availability to the Venue, inability to secure sufficient manpower, inclement weather etc.); b) any changes in the requirements of the Hong Kong government or any related authorities or the Venue owner/provider; c) a Force Majeure Event; or d) any other cause not within the Organiser's control.

29.2 If the Speaking Session and/or the Exhibition is cancelled or changed in accordance with Clause 29.1, the Speaker agrees and acknowledges that it shall have no claim whatsoever against the Organiser and shall waive any and all claims for, any failure or delay to perform its obligations under the Agreement or any loss (including consequential losses), loss of profits, sales, opportunity or commercial advantage, damage, cost, expense or liability which the Speaker may suffer or incur, to the extent arising out of or caused by any cause(s) not reasonably within the control of the Organiser.

30. Cancellation by Speaker

30.1 Where the Exhibitor cancels or withdraws from the Exhibition in accordance with Clause 7.1, a cancellation or withdrawal (as the case may be) by the Speaker will be deemed to have occurred and the terms and conditions under Clause 30.2 below will apply.

30.2 In the event of cancellation or withdrawal by the Speaker, the Speaker shall be excluded from the Exhibition and the Organiser may at its sole discretion re-allocate or reassign the Speaking Session for such purposes or use it thinks or make alternative arrangements for the Speaking Session.

31. Insurance

The Speaker attends the Exhibition and presents at the Speaking Session at its own risk and responsibility and must ensure that it effects and maintains adequate insurance to cover its losses or liabilities arising out of or in connection with the Exhibition, and shall produce the relevant insurance certificate(s) upon request by the Organiser. Breach of any of the provisions in this clause is a material breach of the Agreement and, without prejudice to any other right, relief or remedy, entitles the Organiser to terminate the Agreement immediately under Clause 46 with no right of recourse by the Speaker.

32. Speaker's Liability

32.1 The Speaker is solely responsible for the presentation(s) and related presentation material(s) presented at the Speaking Session. The Speaker warrants that all information and content contained in the foregoing presentation(s) and related presentation material(s) are true and accurate.

32.2 The Speaker must ensure that all information and content presented at the Speaking Session (including without limitation the presentation(s) and related presentation material(s)): a) comply in all respects with these Terms and Conditions and all applicable laws and requirements of all relevant authorities, the Organiser and the Venue owner/provider, including without limitation the laws and regulations governing advertising, consumer protection, privacy, statutory immigration rules and all requirements of all relevant authorities, the Organiser and the Venue owner/provider; and b) do not violate, infringe or damage the reputation or standing of the Organiser (or any entity of REA Group), any confidentiality obligations with any third party or any third party's rights (including without limitation Intellectual Property Rights and Privacy Rights). The Speaker shall procure that all of its Personnel comply with this clause.

32.3 The Organiser reserves the right to reject for inclusion, or to demand for removal from or cessation of the Speaking Session any presentation and/or presentation material which in the view of the Organiser and/or the relevant authority: a) does not comply with Clause 32.2; b) is unsafe or unsuitable for inclusion in the Exhibition; or c) is not relevant to the Exhibition. The Organiser's decision as to such exclusion, removal and/or cessation will be final and conclusive.

33. Indemnities by Speaker

33.1 The Speaker shall indemnify and keep indemnified the Organiser and its Personnel ("Those Indemnified") from and against any and all loss, damage, costs, expenses and liabilities which Those Indemnified may suffer or incur, to the extent arising out of: a) personal injury (including death) or loss of or damage to any tangible property, arising from or in connection with any act or omission of the Speaker; b) any act, default or negligence of the Speaker; c) any breach of the Agreement by the Speaker; or d) any claim (including an action, proceeding or demand) made by a third party arising from any breach of the Agreement by the Speaker, the default or negligence of the Speaker or the infringement of any third party's rights (including without limitation Intellectual Property Rights and Privacy Rights) by the Speaker.

33.2 In no event shall the Organiser be liable to the Speaker or shall the Speaker make any claim for any reason against the Organiser and/or its Personnel whatsoever (including, without limitation in respect of any actions, claims, liabilities, damages, losses (including consequential losses), loss of profits, sales, opportunity or commercial advantage, costs or expenses whatsoever which may be suffered or incurred by the Speaker whether directly or indirectly), as a result of or in connection with the happening of any of the following events: a) any personal injury (including death); b) safety of the Speaker; c) unavailability, reallocation or reassignment of the Speaking Session; e) cancellation of or any change to the Exhibition under Clause 6.1; or f) any action or omission of the Organiser.

33.3 The Speaker must take all reasonable steps to minimise any loss that it suffers or likely suffers and that is the subject of a claim against the Organiser under the Agreement. If the Speaker fails to take reasonable steps to minimise such loss, the Organiser's liability to the Speaker for the relevant claim shall be reduced accordingly.

33.4 The Organiser shall not be liable under the Agreement to the extent that liability is arising from or in connection with: a) any breach of the Speaker's obligations under the Agreement; b) any negligent act or omission by the Speaker; or c) any delay in performance or any breach of the Agreement which arises as a result of any matter not within the Organiser's control.

Advertiser's Conditions

34. Publication of Advertisements

34.1 The Publisher will, subject to availability, technical limitations and these Terms and Conditions, use its reasonable endeavours to publish the Advertisement in the format submitted by the Advertiser and in accordance with the Advertiser's other instructions, if any. The positioning or placement of the Advertisement will be at the Publisher's sole and absolute discretion unless expressly agreed otherwise in writing.

34.2 The Publisher may, at its absolute discretion, refuse to publish any Advertisement without giving any reason. No contract is formed between the Publisher and the Advertiser until the Publisher accepts the Advertisement for publication and issues the Advertisement with a valid invoice. If the Publisher refuses to publish the Advertisement, no fee will be charged to the Advertiser.

34.3 Even if a contract has been formed between the Publisher and the Advertiser, the Publisher reserves the right to refuse or withdraw the Advertisement from publication at any time (whether temporarily or permanently), for any reason at its absolute discretion, including where it considers the Advertiser has breached the Agreement, without giving reasons, even if the Publisher has previously published the same or similar advertisement.

34.4 The Publisher may, at its absolute discretion and at no extra cost to the Advertiser, re-publish the Advertisement in any other place. The Advertiser acknowledges that the Publisher is entitled to publish the Advertisement anywhere in the world via any medium.

34.5 The Publisher may, without prior consultation or notice to the Advertiser, amend the Advertisement in any way whatsoever, if the Publisher believes that the publication of the Advertisement would be offensive, in breach of any law, in breach of any pre-existing agreement it has with a third party or in breach of a third party's rights (including without limitation Intellectual Property Rights and Privacy Rights). If the Publisher amends the Advertisement, this will not reduce the price agreed for publication of the Advertisement.

34.6 The Publisher reserves the right to vary the placement or positioning of the Advertisement and to change the format of the Advertisement where it deems fit to do so. The Publisher will endeavour to notify the Advertiser of those changes, but it will not be liable for any costs, expenses, losses or damages suffered or incurred by the Advertiser arising from its failure to publish the Advertisement in accordance with the Advertiser's request.

34.7 The Publisher may head any Advertisement as "Advertisement" whenever required to do so by law or whenever it considers it appropriate, for any reason, to distinguish it from other types of content.

35. Rates and Payment

35.1 The rate for the Advertisement will be as agreed by the Publisher and specified in the Order Form. If the price set out on the Order Form is based on publication of a specific quantity of Advertisements over a specific period and if fewer Advertisements are submitted for publication during that period, the Advertiser must pay the Publisher that rate multiplied by the specific quantity of Advertisements set out in the Order Form.

35.2 The Advertiser must pay the Publisher for the advertising services in accordance with the terms of the Order Form. If no due date for payment is specified in the Order Form, the Advertiser must pay the Publisher within thirty (30) days of the date of the invoice. The Publisher will invoice the Advertiser monthly in advance.

35.3 The Publisher reserves the right to change the price for Online Advertising at any time by notice to the Advertiser. Upon receiving such notice, the Advertiser may elect to terminate the Advertisement by notice provided such notice is given to the Publisher within thirty (30) days of the date of the notice of change of price from the Publisher.

35.4 The Advertiser must pay all taxes, duties and other government charges payable in connection with the Agreement whether applying as at the date of the Agreement or in the future including, without limitation, any applicable goods and services tax, other value added tax, sales tax, stamp duty and turnover tax, but excluding taxes, duties and government charges based on the Publisher's income.

35.5 All payments must be made by telegraphic transfer (bank transfer) or cheque.

35.6 If the Advertiser does not pay the Publisher for Online Advertising by the due date, or if the Advertiser commits an act of bankruptcy, becomes insolvent, has a receiver or administrator or liquidator or manager appointed over any of its assets or if it resolves to wind up its company, then the Publisher may (at its absolute discretion): a) charge the Advertiser (i) interest at a rate of two percent (2%) per calendar month on the unpaid amount from the due date until the date the Advertiser pays the Publisher in full and (ii) any other costs it incurs as a result of the Advertiser's failure to pay on time; b) require cash payment in advance for future advertising; c) cancel or suspend

any of the Advertiser's advertising campaign(s), including any advertising campaigns provided under a different agreement with the Publisher, without notice; d) take proceedings against the Advertiser to recover any overdue amount; and e) recover from the Advertiser all costs in relation to any action taken against the Advertiser by the Publisher to recover overdue amounts, such costs will include without limitation mercantile agency costs and legal costs on a full indemnity basis and exercise any other rights the Publisher has at law.

36. Submitting Advertisements

36.1 Standard Creative must be received by the Publisher at least three (3) Business Days prior to the campaign starting date and rich media Creative must be received by the Publisher at least five (5) Business Days prior to the campaign starting date.

36.2 If Creative is received by the Publisher after the relevant date causing the Advertiser's campaign to be delayed, the publication of the Advertisement will be considered to have commenced on the commencement date specified in the Order Form.

36.3 It is the Advertiser's responsibility to arrange and manage re-directs with third party ad-servers and provide such third party with the Creative and lead time requirements. The Publisher will not compensate the Advertiser where campaigns are affected or delayed in any way by third party ad-server redirect problems. The Publisher may, in its absolute discretion, remove any redirects from its network which are delayed in serving advertisements.

36.4 All click-through URL's must enable the browser's 'back' feature to allow users to return to Our Website.

36.5 If the Advertiser submits advertising material to the Publisher, the material must comply with the Publisher's specifications. All Advertisements must be provided to the Publisher in the manner specified by it from time to time. The Publisher may reject the advertising material if it is not submitted in accordance with the foregoing specifications.

36.6 The Publisher may test any Advertisement, including to see whether it meets the Publisher's specifications. However, the Publisher is not obliged to test, monitor or censor any Advertisement.

36.7 If the Publisher decides to test an Advertisement, it will not commence testing until it is provided by the Advertiser with all technical information referred to in Clause 36.8.

36.8 The Advertiser must provide the Publisher with all technical information about an Advertisement, including but not limited to: a) any click-through URLs; b) default gif or jpeg creative; and c) any other information the Publisher requests at any time or as set out on the Order Form.

36.9 If an Advertisement submitted by the Advertiser does not meet the Publisher's specifications, then the Publisher may: a) return it to the Advertiser and ask the Advertiser to amend it so that it meets the Publisher's specifications; or b) amend it itself, including by substituting the format of the Creative with another format provided by the Advertiser and the Publisher may charge the Advertiser a fee for change of Creative that it considers reasonable.

37. Other Advertising Conditions

37.1 The Advertiser must promptly: a) check any proofs of advertising, if the Publisher has arranged to provide you with any; and b) notify the Publisher of any errors in the proofs or in any Advertisement.

37.2 The Publisher does not accept any responsibility for errors in any advertising material that has been submitted by the Advertiser.

37.3 Cancellation of any Advertisement or campaign must be received in writing from the Advertiser no less than

twenty-one (21) days before the commencement date in the Order Form in order to qualify for a full (100%) refund. Any cancellations after the foregoing date will be subject to a minimum cancellation fee of 100% of the total cost of the entire campaign. Campaigns cancelled at the Advertiser's request after commencement will not be entitled to a refund of the unused portion of the campaign.

37.4 The Order Form is valid for seventy-two (72) hours from the time it is provided by the Publisher to the Advertiser. If the Order Form is not signed and returned to the Publisher within the foregoing timeframe, the order may not be fulfilled.

38. Publication of Advertisements

38.1 The Advertiser acknowledges that no advertising will be displayed on any webpage in Our Website to the extent that the Publisher's product terms and conditions or product business rules do not allow advertising on that webpage.

38.2 The Advertiser acknowledges that the Publisher: a) may, at its sole discretion, determine the manner of publication of an Advertisement including its position, order and orientation; b) will try to publish an Advertisement in the location specified on the Order Form but does not guarantee that it will be published in that location; c) may change the appearance of an Advertisement, including the Creative or format of the Advertisement; and d) does not guarantee publication of the number of inventory impressions specified on the Order Form.

39. Restrictions on the use of Our Website

39.1 The Advertiser agrees that the Advertiser, and any third party ad server that it uses, will not: a) use any automated device, software, process or means to access, retrieve, scrape, or index Our Website or any content on Our Website; b) use any device, software, process or means to interfere or attempt to interfere with the proper working of Our Website; c) undertake any action that will impose a burden or make excessive traffic demands on the Publisher's infrastructure that the Publisher deems, in its sole discretion, to be unreasonable or disproportionate site usage; d) use any content on, or index Our Website for the purposes of constructing or populating a searchable database of properties or competing with the Publisher in any manner; e) use any content on Our Website to populate the Creative; f) transmit spam, chain letters, contests, junk email, surveys or other mass messaging, whether commercial in nature or not; g) use Our Website or any content from Our Website in any manner which is, in the Publisher's sole discretion, not reasonable or not for the purpose for which it is made available; h) violate the rights of any third party, including without limitation copyright, trade secret, Privacy Rights, Intellectual Property Rights or any other proprietary right; i) pose as any person or entity or attempt to solicit money, passwords or personal information from any person; j) reproduce, modify, adapt, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit Our Website or any content on Our Website, except as expressly authorised by the Publisher; k) transmit or attempt to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature; l) provide retargeting URL's for the purpose of retargeting advertising across multiple publishers; and m) without the Publisher's prior agreement, use a third party ad server to extract or utilise the Publisher's ad server tag values to target advertising campaigns or Advertisements.

39.2 The Advertiser acknowledges that in the event of a breach of Clause 39.1 by itself or by a third party ad server it uses (whether with its consent or not), the Advertiser will be in breach of the Agreement.

39.3 Without limiting any other rights the Publisher may have against the Advertiser or a third party ad server used by the Advertiser, the Publisher reserves the right to take whatever action it thinks necessary to prevent unauthorised access to or use of Our Website, including without limitation instituting technological barriers or reporting the Advertiser's conduct to any person or entity.

40. Advertiser's warranties

40.1 The Advertiser warrants that:

- a) the advertising material and Creative submitted, authorised or approved by it does not breach or infringe: (i) any fair trading, consumer protection or other sale of goods legislation; (ii) any Intellectual Property Rights, Privacy Rights, obligation of confidentiality or other personal or proprietary rights; (iii) any law of defamation, obscenity or contempt of any court, tribunal or royal commission; (iv) any anti-discrimination legislation; (v) any privacy legislation; or (vi) any other law (including but not limited to any common law, statute, delegated legislation, rule and ordinance);
- b) it has the right and power to enter into and perform all of its obligations under the Agreement, including but not limited to, granting any rights under the Agreement and permitting the use of any information in accordance with the terms of the Agreement;
- c) each Advertisement meets all the requirements of the Agreement and does not infringe the rights of any third party (including without limitation Intellectual Property Rights and Privacy Rights);
- d) all data provided to the Publisher (including any Creative) does not contain any worm, virus, Trojan horse, defect or similar program;
- e) each Advertisement complies with all laws and is not indecent or otherwise offensive or obscene; and
- f) each website represented by any URL shown or embedded in any Advertisement: (i) is controlled and operated by the Advertiser; (ii) will be functional and accessible at all times; (iii) will operate in accordance with all relevant laws; and (iv) is suitable to link to and from Our Website.

40.2 The Publisher may, but are not obliged to, test all URLs shown or embedded in any Advertisement and may, at its sole discretion, remove any such URLs.

41. Indemnities by Advertiser

41.1 By submitting, authorising or approving advertising material for publication by the Publisher, the Advertiser agrees to indemnify and keep indemnified the Publisher and its Personnel ("Those Indemnified") from and against all claims, demands, proceedings and other liability arising wholly or partially, directly or indirectly, from the publication of the advertising material.

41.2 Without limiting the generality of the above, if, as a direct or indirect result of any act or omission by the Advertiser, or any breach of the Agreement by the Advertiser (including the warranties in the Agreement), the Publisher is the subject of any claim (including an action or proceeding) or demand or incurs any loss, the Advertiser must indemnify and keep indemnified the Publisher and Those Indemnified against any loss, liability or expense suffered or incurred in connection with that claim, demand or loss.

41.3 Each indemnity in the Agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of the Agreement for whatever reason.

42. Liability

42.1 The Publisher makes no representation or warranty in relation to the number of visitors to, or the continuous accessibility or availability of, Our Website, or the number of impressions at any site except for any made expressly in writing by the Publisher. The Publisher does not warrant that the Advertisement or the publication thereof will be fault free. It is the Advertiser's responsibility to notify the Publisher of any errors or omissions in any Advertisement.

42.2 Except for any representation or warranty made expressly in writing by the Publisher, the Advertiser acknowledges that it has not relied on any advice given, or any representation made, by the Publisher or on its behalf in connection with the advertising.

42.3 The Publisher has no liability to the Advertiser and the Advertiser shall indemnify the Publisher in relation to any failure of telecommunications services or systems which affect its receipt of the Advertisement or the publication of the Advertisement.

42.4 The Publisher excludes all implied conditions and warranties from these Terms and Conditions, except any condition or warranty which by law cannot be excluded (“non-excluded conditions”).

42.5 The Publisher limits its liability for: a) breach of any non-excluded condition (to the extent that liability for such breach can be limited); and b) any other error or omission in publishing caused by the Publisher, to (at its option) re-supply of the advertising services affected by its breach or payment of the cost of re-supply.

42.6 Subject to the above sub-clauses, the Publisher excludes all other liability to the Advertiser for any costs, expenses, losses and damages suffered or incurred by the Advertiser in connection with these Terms and Conditions and any Advertisement published by the Publisher, whether that liability arises in contract, tort (including by the Publisher’s negligence) or under statute. Without limitation, we will not, in any circumstance, be liable for any indirect or consequential losses, including loss of profit, loss of revenue and loss of business opportunity.

42.7 The Advertiser agrees that the Publisher is not liable if it is unable to comply with any obligation under the Agreement (or is unable to comply with any obligation on time) as a result of any circumstance that is beyond its control and performance of any such obligation will be suspended. In particular, the Publisher is not liable for: a) any delay in providing or failure to provide the Product (or a part of the Product) due to any technological problem (whether in the Publisher’s systems or the systems of a third party); and b) the content (including any errors or omissions) of each Advertisement.

General Conditions Applicable to Exhibitors, Speakers and Advertisers

43. Recording by Organiser

You acknowledge and agree that we may record (audio, photograph and/or video) the Exhibition (including without limitation the Speaking Session) and may distribute and/or publish such recording on Our Website and/or any other social media networks or platforms we may determine at our sole discretion.

44. Confidentiality

You must not disclose any information provided by us that is not publicly available (including but not limited to the existence or contents of the Agreement) or is by its nature confidential, except: a) to your officers, employees, legal and other advisers and auditors on a ‘needs to know’ basis and provided the recipient agrees to act consistently with this clause; b) with our prior written consent; or c) as required by applicable laws or stock exchange.

45. Intellectual Property Rights

45.1 Any existing Intellectual Property Rights, including any Intellectual Property Rights in any Exhibit (for Exhibitors), presentation and related presentation material (for Speakers) and Creative (for Advertisers), owned by you or your licensors will remain owned by you or your licensors.

45.2 In relation to the existing Intellectual Property Rights owned by you or your licensors, as set out in Clause 45.1, you grant us a worldwide, royalty free, non-exclusive licence to: a) use, copy, change, adjust, transmit, distribute and publish the Exhibit (for Exhibitors), presentation and related presentation materials (for Speakers) and the Creative (for Advertisers) and any Intellectual Property Rights in the foregoing and in an Advertisement (for Advertisers) for the purposes of providing you with the Product; and b) use, copy, transmit, distribute and publish your name, any trade or business name, trade mark or other mark owned or used by you for the purposes of marketing, promoting or advertising us, our products and services and any third parties and their products and services.

45.3 You acknowledge and agree that any moral rights pertaining to your or your licensor's existing Intellectual Property Rights (as outlined in Clause 45.1) are waived, and that you will procure any necessary written waivers of such moral rights to ensure you are in compliance with this clause.

45.4 Any existing Intellectual Property Rights owned by us or our licensors, remain owned by us or our licensors. As for Advertisers, any Intellectual Property Rights arising out of the creation or modification to any Creative or any Advertisement will be owned by us, unless such Intellectual Property Right is created by a third party supplier, in which case the agreement with the third party supplier will govern the ownership of any newly created Intellectual Property Rights.

45.5 You must not, without our prior written consent, copy an Advertisement or allow an Advertisement to be copied.

45.6 You warrant that each Advertisement and use of that Advertisement in accordance with the Agreement, does not infringe any Intellectual Property Rights of any third party.

45.7 Without limiting Clause 44, you must not use our trade name, trade marks or logo in any public announcement regarding the Agreement without our prior written approval.

46. Termination

46.1 Without prejudice to Clause 46.2, we may terminate the Agreement at any time for any reason upon giving you at least seven (7) days' written notice. Should you continue to use the Product following termination of the Agreement, you shall remain liable for any and all costs incurred by you.

46.2 Without limiting our other rights or entitlements, we may at our sole discretion immediately suspend your use of the Product and/or terminate the Agreement with immediate effect, by giving written notice to you in the event of any of the following or a combination thereof: a) you fail to pay any fees or charges due to us by the due date; b) you breach any part of the Agreement and the breach is material and not capable of being rectified; c) you breach any part of the Agreement and fail to rectify that breach within seven (7) days of the breach; d) you breach any warranties provided or representations made in the Agreement; e) any Exhibit and/or material supplied by you is defamatory, false, fraudulent, deceptive or misleading; f) you enter into bankruptcy, liquidation, provisional liquidation, administration, receivership, receivership and management, a composition of arrangement with your creditors, or appoint a receiver, manager or controller over all or any part of your assets, or are protected from creditors are under any statute, or become or are deemed to become insolvent; or g) you die, or if you are in a partnership, are dissolved or an application to dissolve is filed, or if you are a company, are wound up or an application for winding up is filed.

47. Amendment of Terms and Conditions

Any matters not specifically covered by these Terms and Conditions shall be solely subject to our decision. We may change these Terms and Conditions at any time by giving you prior notice. You acknowledge that our publishing the amended version of these Terms and Conditions at this link on our website constitutes written notice to you of such changes.

48. Waiver of Rights and Remedies

48.1 No delay or failure by us to enforce any provision of the Agreement will be deemed a waiver or create a precedent or will prejudice our rights. No waiver by us will be effective unless it is in writing and signed by us.

48.2 Our rights and remedies provided in the Agreement are in addition to, and shall not affect, any other rights and remedies given to us by law and/or equity.

49. Assignment and Novation

49.1 You must not assign or novate the Agreement or appoint an agent without our prior written consent.

49.2 We may assign or novate the Agreement at any time and in such event, we will notify you in writing.

50. Notices

50.1 We will send all notices, invoices and other communications to you at the email address, prepaid post and/or facsimile number you have provided to us. It is your sole responsibility to ensure that you provide us with your current contact email address, office address and/or facsimile number.

50.2 All notices from you to us (including termination notices) must be sent to REA Hong Kong Management Co. Limited, 15/F YF Life Tower, 33 Lockhart Road, Wanchai, Hong Kong or by fax on +852 3198 1838. These contact details may be varied from time to time. It is your responsibility to check these Terms and Conditions for our current contact details.

51. Entire Agreement

The Agreement (together with any documents referred to therein and/or provided by us at the same time as the Agreement) comprises the entire agreement between the parties about its subject matter. It supersedes all prior understandings, agreements and representations and you may not rely on any representations or warranties about the subject matter of the Agreement except as expressly provided in the Agreement.

52. Exclusion of Third Parties' Rights

The application of the Contracts (Rights of Third Parties) Ordinance (Cap. 623, Laws of Hong Kong) and/or any comparable law in any jurisdiction giving to or conferring on third parties the right to enforce any term of the Agreement are expressly excluded and no terms of the Agreement are, or are intended to be, enforceable by any person not being a party to them.

53. Severability

If any term of the Agreement is void, unenforceable or illegal, that term is severed. The remainder of the Agreement has full force and effect.

54. Governing Law

The laws of Hong Kong govern the Agreement. You submit to the non-exclusive jurisdiction of the Courts of Hong Kong and you waive any right you have to object to an action being brought in a Court of Hong Kong (including that the action has been brought in an inconvenient forum, or that those Courts do have jurisdiction).