

Terms of Use for Customers – ME Mobile Service Platform

1. LEGALLY BINDING DOCUMENT

These Terms of Use governs Your company's ("**Customer's**") use of the Mobile Service Platform located at <https://ms.managementevents.com/>, which is owned and operated by **Management Events International Ltd**, business-ID 015730-0, address Itämerenkatu 23, FIN-00180 Helsinki, and its group companies, (together "**ME or Management Events**").

By accessing ME Services through ME's Mobile Service Platform, or by registering your company to Mobile Service Platform, during the registration process, You conclude a legally binding agreement on behalf of your company with Management Events based on these Terms of Use and together with our company, you become a Services user ("**User**").

"**Services**" shall refer to one-to-one meetings and events arranged and/or hosted by Management Events virtually through Mobile Service Platform or events arranged in physical locations. For the sake of clarity, receiving Services by Management Events will require signing a separate sales order with ME and payment the applicable fees, in addition to accepting these Terms of Use. ME Services are also subject to then-applicable ME Service descriptions and ME General Terms of Sale.

You acknowledge that you have read and understood these Terms of Use and that you agree to be bound by all of its provisions, and **that you are legally authorized to commit to these Terms of Use on behalf of your organization.**

If you do not want to be bound by these Terms of Use, please do not register your company or use the Mobile Service Platform.

2. SUPPORT

If You need support in relation to the registration to or use of Mobile Service Platform, please contact your appointed Customer Success Manager.

3. ME SERVICES AND MOBILE SERVICE PLATFORM

Management Events is an international organizer of invitation-only business network and of events that brings together paying business-to-business solution providers (hereinafter "**Customers**") and invited decision-makers (hereinafter "**Members**") from various organizations.

As a User, you represent either of the previous. Please note that these Terms of Use apply to Users of Mobile Service Platform that **represent the Customer** of ME.

Management Event's Service concept offers arrangement of one-to-one meetings between ME's Customers and Members, and Events that take place virtually through the Mobile Service Platform or in physical locations decided by ME. Mobile Service Platform allows the Users to manage and attend virtual meetings with each other, and where separately agreed, attend Events at physical locations. After successful introductions through onetoone meetings online, ME will facilitate communication between Users by sharing contact information of attending Users for the participants in accordance with ME thencurrent privacy policies and service descriptions (more information available [link](#)).

4. USER ACCOUNT, PASSWORD, AND SECURITY

Use of ME Services through Mobile Service Platform requires the User to recreate user account for the Customer on the platform with assistance of ME. User must complete the registration process by providing Management Events with current, complete and accurate information as prompted by the applicable registration form. User will also need to choose a password and a username for his/hers personal account.

The User is entirely responsible for maintaining the confidentiality of User's password and user account. Furthermore, the User is entirely responsible for any and all activities that occur under User's account. The User agrees to notify Management Events immediately of any unauthorized use of User's account or any other breach of security.

Management Events will not be liable for any loss that the User may incur as a result of someone else using User's password or account, either with or without User's knowledge.

However, the User could be held liable for losses incurred by Management Events or another party due to someone else using User's account or password. The User may not use anyone else's account at any time, without the permission of the account holder.

5. PROCESSING OF PERSONAL DATA

Terms and conditions related to privacy and protection of User information are governed by the ME Privacy Policy provided on our website ("**Privacy Policy - Customers**"). To access the Privacy Policy- Customers, please visit [https: \[link\]](https://link). You hereby confirm that you have read and accepted ME's Privacy Policy.

In relation to any Member contact information to which You may have access to as part of ME Services, both Management Events and the Customer will be regarded as data controllers on their respective parts. With regards to Mobile Service Platform, ME is the sole data controller.

The Customer nor the User shall **not** have a right to send any direct marketing messages to any Member by using contact information the Customer has received from ME in context of the Services. Use of Member's contact information for direct marketing purposes requires always prior written acceptance of the Member for such use.

6. Limited license to use

Subject to the User's, and Customer's, compliance with these Terms of Use and all other agreements valid between the Parties, including ME General Terms of Sale, Management Events grants the User and the Customer a limited, personal, non-exclusive, temporary, non-transferable and non-sub-licensable right and license to access and use Mobile Service Platform solely to participate in separately agreed and duly paid Services provided by Management Events for the Customer.

Right to use the Mobile Service Platform will automatically terminate upon fulfillment of Management Events duties under applicable sales order.

7. ACCEPTABLE USE OF MOBILE SERVICE PLATFORM

The User shall not create a false identity for the purpose of misleading others.

The User shall not use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Services or other user or usage information or any portion thereof.

Where upload is possible, the User shall not upload any files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.

The User shall not use any material or information, including images or photographs, which are made available through the Platform, its chat-functionalities or other, or Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.

The User shall not upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws, unless the User owns or controls the rights thereto or have received all necessary consent to do the same.

The User shall not defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as right to privacy) of others.

The User shall not publish, post, upload, distribute or disseminate any inappropriate, defamatory, obscene, indecent or unlawful topic, name, material or information.

8. CHANGES TO MOBILE SERVICE PLATFORM, MAINTENANCE BREAKS

Management Events may update, develop and maintain Mobile Service Platform as it deems appropriate in its sole discretion in order to provide high quality services for the in Customers and Members. ME also reserves a right to unilaterally update and change these Terms of Use.

Management Events will aim to inform the Users on its webpages of any significant changes and updates to the platform that may have effect on the Customer's use of Services through the Mobile Service Platform, and any expected maintenance breaks effecting usability of the Mobile Service Platform, where prior notice is possible.

9. RIGHT TO SUSPEND ACCESS TO PLATFORM

Management Events may suspend the User's access to platform in cases, where a) Services have not been duly paid in accordance with the applicable agreement between the Parties, b) the User or the Customer breaches the these Terms of Use, c) or there are objective reasons for ME to suspect that such a breach of these Terms of Use takes or has taken place, d) the Customer breaches its agreement with ME, or e) other similar reason.

10. LIMITATIONS OF LIABILITY

Management Events shall not be liable for any indirect or consequential damage towards the Customer.

Management Events total liability for direct damages and costs towards the Customer shall be limited to minimum amount allowed by applicable legislation, or EUR 500, whichever is higher.

Limitations of liability shall not apply to damages that cannot be legally limited according to mandatory legislation, breaches of intellectual property rights, or damage caused by willful misconduct or gross negligence.

11. WARRANTY DISCLAIMER

ME DOES NOT WARRANT THAT THE MOBILE SERVICE PLATFORM IS AVAILABLE AT ALL TIMES WITHOUT INTERRUPTIONS, NOR THAT ANY SERVICES PROVIDED ON THE PLATFORM WILL RUN WITHOUT INTERRUPTION OR ERROR-FREE.

ME SHALL NOT BE RESPONSIBLE FOR THE USABILITY AND COMPATIBILITY OF THE EQUIPMENT, SOFTWARE OR NETWORK CONNECTIONS USED BY THE CUSTOMER OR USER WITH USE OF PLATFORM.

EXCEPT FOR THE LIMITED WARRANTY REFERENCED ABOVE WHICH IS IN LIEU OF ALL OTHER WARRANTIES, SERVICES AND USE OF PLATFORM IS PROVIDED "AS IS" AND ME HEREBY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, TO THE FULL EXTENT SUCH WARRANTIES MAY BE DISCLAIMED BY LAW.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ME MAKES NO WARRANTY OR REPRESENTATION THAT THE SERVICES NOR THE PLATFORM WILL MEET USER'S OR CUSTOMER'S EXPECTATIONS OR REQUIREMENTS.

12. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms of Use shall be governed by the laws of Finland, excluding its choice of laws principles.

Any disputes arising out of the interpretation, or the fulfillment of the Terms of Use shall be attempted to be settled by negotiation.

Any dispute, controversy, or claim arising out of or in connection with these Terms of Use shall be finally settled by arbitration according to the Arbitration Rules of the Finland Chamber of Commerce, by one (1) arbitrator in Helsinki, Finland.