

Emperia App
End User License Agreement & Terms of Use

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Please read carefully before downloading or using the App

This End User License Agreement and Terms of Use (“Agreement” or “EULA”) is an agreement between you (“End-user” or “you”) and Reed Exhibitions Limited Gateway House 28 The Quadrant, Richmond Surrey TW9 1DN United Kingdom, and its global affiliates (“RX” “Licensor”, “us” or “we”) that governs your access to and use of the Emperia mobile application or progressive web app and the related services (“App”).

The App enables exhibitors (“Exhibitors”) who participate in RX business-to-business or business-to-consumer exhibitions or events where the App is offered (“Events”) to obtain information about attendees who visit the Event (“Visitors”).

The App allows Visitors to scan their badges on the Exhibitor’s devices so that the Exhibitors can receive certain information about the Visitor, which may include name, company and certain contact details of the Visitors (“Visitor Data”) through the App (“Service”). The Exhibitor may use the App, the Service and Visitor Data only for the specific purposes of promoting the Exhibitor’s products and services (“Purpose”). The Visitor Data shall not be used for any purpose other than the Purpose, and in particular may not be shared with affiliates of the Exhibitor or third parties for marketing purposes unless the Exhibitor has independently obtained consent from the Visitor.

By downloading the App onto or using the App on your device (“Device”), you agree to these terms. If you do not agree to these terms, we will not license the App to you; please do not download or use the App and, if it is already installed, you should not use it and uninstall it. As a consumer, you have the right to cease using and uninstall the App at any time for any reason (or for no reason). This does not affect your consumer rights if the App is defective.

By registering for and using the Services, you warrant that you are 18 years or older; you understand your obligations under these Terms; and you have the right and authority to accept these terms on behalf of yourself or the third party that you represent.

We license the use of the App to you on the basis of this EULA and subject to any rules or policies applied by any appstore provider (“Appstore”), when you download the App (“Appstore Rules”). We do not sell the App. As between you and us, we remain the owners of the App at all times. References to the “App” shall include any documents downloaded via the App or available on the Event website, such as a copy of this Agreement, the RX Privacy Policy, RX’s [Website Terms & Conditions of Use](#) and any instructions or manuals relating to the App.

Operating System Requirements

This App requires an iPhone or Android device with sufficient memory to install the App and the operating system should be iOS 11 or above for iPhone and Android 5 (Lollipop) or above for Android devices.

WHEREBY it is agreed as follows:

1. ACKNOWLEDGEMENTS

- 1.1 The terms of this Agreement apply to the App or any of the Services accessible through the App including any updates or supplements to the App, unless they come with separate terms, in which case those terms apply.
- 1.2 We may need to change these terms from time to time. Where we do, we will send you a notice with details of the change when you next start the App. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the Services. If you do not accept amended terms you may not be able to continue using the App and/or the Services.
- 1.3 From time to time updates to the App may be issued through the Appstore. Depending on the update, you may not be able to use the Services until you have downloaded or streamed the latest version of the App and accepted any new terms.
- 1.4 You will be assumed to have obtained permission from the owners of the Devices that are controlled, but not owned, by you and to download or stream a copy of the App onto the Devices. You and they may be charged by your and their service providers for internet access on the Devices. You accept responsibility in accordance with the terms of this EULA for the use of the App (including the Services provided via the App) on or in relation to any Device, whether or not it is owned by you.
- 1.5 The terms of the RX Privacy Policy (“Privacy Policy”) available at <https://privacy.rxglobal.com/> describe how we process your personal data in the context of this EULA. Please review the terms of the Privacy Policy carefully. Additionally, by using the App or the Services accessible through the App, you acknowledge that Internet transmissions are never completely private or secure. You understand that any message or information you send using the App may be read or intercepted by others, even if a particular transmission is encrypted.
- 1.6 By using the App or any of the Services provided via the App, you consent to us collecting and using non-personal technical information about the Devices and related software, hardware and peripherals for Services that are internet-based or wireless to improve our products and to provide any Services to you.
- 1.7 The App or any Services provided through the App may contain links to other independent third-party websites (“Third-party Sites”). Third-party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any Third-party Sites, including the purchase and use of any products or services accessible through them.
- 1.8 Any words following the terms “including”, “include”, “in particular” or “for example” or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

2. GRANT AND SCOPE OF LICENCE AND YOUR ACCOUNT

- 2.1 In consideration of you agreeing to comply with the terms of this EULA, we grant you a non-transferable, non-exclusive licence to use the App to access and use the Services on the Devices, including any updates to the App, such as “patches”, upgrades, modifications and corrections of errors (“Updates”), subject to these terms and the Appstore Rules, incorporated into this EULA by reference. We reserve all other rights.
- 2.2 We give you the personal right to use the App and the Services. This right cannot be transferred to a third party (in exchange for money or for free), except with our prior written consent.
- 2.3 You may download or stream one copy of the App (including any documents associated with the App) onto each of your Devices in order to view, use and display the App and the Services on the Devices.
- 2.4 You acknowledge and agree that we may make Updates to the App automatically without your prior consent or prior notice to you. In some instances, your continued use of the App may require you to manually install Updates to the App and Services. If you fail to install Updates or you refuse to accept automatic Updates, you may no longer be able to use the App or access the Services. If you continue to use the App and the Services, it is presumed that you agree to the terms of this EULA.
- 2.5 To obtain access to the Services, you will be required to input a password we will provide that is unique to your Exhibitor credentials. When setting up an account with us you must: (a) provide true, accurate, current and complete information, if applicable (such information being the "Registration Data"); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. We may deny approval for access to the Services or withdraw such approval at any time in its sole discretion, with or without cause.
- 2.6 Only users who have been authorized may access the Services. All users must keep the password(s) confidential. We will not be liable for any loss or damage arising from any disclosure of a password and consequent unauthorized use of an account.
- 2.7 You must immediately notify us in writing if you become aware of any unauthorized use of your account or the Services. In the event of any such unauthorized use by any third party that obtained unauthorized access through you, you will take all steps necessary to terminate such unauthorized use. You will provide us with such cooperation and assistance related to any such unauthorized use as we may reasonably request.

3. LICENCE RESTRICTIONS

Except as expressly set out in this EULA or as permitted by applicable law, you agree:

- 3.1 not to copy the App (including the contents, layout, source code or object code of the App and any documents provided with the App), the Services provided through the App, except in accordance with Section 2.3, above, or where such copying is incidental to normal use of the App, or where it is necessary for the purpose of making a back-up copy in accordance with the terms of this EULA and your lawful use of the App;

- 3.2 not to sell, rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the whole or any part of the App or Services;
- 3.3 not to make alterations to, or modifications of, the whole or any part of the App, including by removing or altering any trademarks, logos, or copyright-protected notices, or permit the App or any part of it to be combined with, or become incorporated in, any other programs;
- 3.4 not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App, except to the extent that these acts are permitted by applicable law for interoperability purposes (and as long as you comply with all the conditions of applicable law).
- 3.5 to keep all copies of the App secure and to maintain accurate and up-to-date records of the number and locations of all copies of the App;
- 3.6 not to provide or otherwise make available the App in whole or in part (including object and source code), in any form to any third party without prior written consent from us; and
- 3.7 to comply with all technology control or export laws and regulations that apply to the technology used or supported by the App or any Service provided through the App (“Technology”).

4. ACCEPTABLE USE RESTRICTIONS

You agree that you will:

- 4.1 not use the App or any Service accessible via the App in any unlawful manner, for any unlawful purpose, in a manner that violates the security of our computer network or the computer network of third parties, or in any manner inconsistent with this EULA, or act in a way that is fraudulent, malicious, deceptive, tortious, or is otherwise harmful to us or other users of the App and Service, for example, by hacking into or inserting malicious code, including viruses, Trojan Horses, worms, time bombs or other harmful data, into the App, our Service or any operating system;
- 4.2 not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service provided through the App, including the submission of any material;
- 4.3 not transmit any material that constitutes spam or is defamatory, offensive or otherwise objectionable, including threatening, abusive, harassing, in relation to your use of the App or the Services;
- 4.4 not use the App or the Services in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users or their Devices; and
- 4.5 not collect or harvest any information or data from our Services or our systems or attempt to decipher any transmissions to or from the servers running the Services.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 You acknowledge that all intellectual property rights in the App, the Services and the Technology anywhere in the world belong to us or our licensors, that these rights are licensed (not sold) to you, and that you have no rights in, or to, the App, the Services or the Technology other than the right to use each of them in accordance with the terms of this EULA. Our intellectual property rights in any and all parts of the App, Technology and Services include (amongst other rights) copyright, trademark, designs, topography rights, patents, trade secrets and confidential information.
- 5.2 You acknowledge that you have no right to have access to the App in source-code form.

6. LIMITED WARRANTY AND SUPPORT

- 6.1 We warrant that:
- 6.1.1 subject to Sections 6.2 and 7, below, the App will, when properly used and on an operating system for which it was designed, be generally available on a non-time-critical basis and perform in accordance with the functions described in the documents (such as instructions and manuals), if any, provided with the App in all material respects;
 - 6.1.2 any documents provided with the App (such as instructions and manuals) accurately describe the operation of the App in all material respects, when the App is downloaded or streamed to the Devices.
 - 6.1.3 If on downloading, you notify us in writing of any defect or fault in the App as a result of which it fails to perform in accordance with the documents provided with the App (such as instructions and manuals) in all material respects, we will investigate this and try to repair the defect or fault. Please note that in some cases repairing a fault or defect may require you to install an Update that we provide to you. You can uninstall or remove the App from your Device if you no longer wish to use it.
- 6.2 The warranty does not apply:
- 6.2.1 if the defect or fault in the App or any Service provided via the App results from you having amended or modified the App (including its software or contents) or in any way used the App or accessed the Services outside the scope of their normal and intended access and use;
 - 6.2.2 if the defect or fault in the App results from you having used the App in contravention of the terms of this EULA;
 - 6.2.3 if you breach any of the Licence Restrictions in Section 3 or the Acceptable Use Restrictions in Section 4.

7. LIMITATION OF LIABILITY

- 7.1 You acknowledge that the App is provided “as is” and has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the App meet your requirements.
- 7.2 Although we intend the App and the Services to be reliable and generally available for use, this may not always be the case, including for reasons outside of our control (on which, see Section 10, below). To the extent permitted by applicable law, we do not warrant or guarantee that the App and the Services will be uninterrupted, error-free, timely, available, reliable, secure or free of viruses at all times. Except to the extent permitted by applicable law, you shall not hold JG or the Licensor responsible for damage or loss caused by temporary failures or delays to the App or the Services provided through the App. We recommend that you back up any content and data used in connection with the App in case of any downtime.
- 7.3 The App and the Services are only intended for the Purpose. If you use the App and/or the Services for any purposes other than the Purpose, we will have no liability to you for any loss of profit, loss of business, business interruption, loss of business opportunity or loss of anticipated savings. If you are a business user, you also shall not benefit from consumer rights protections under applicable law.
- 7.4 We are only responsible for loss or damage you suffer that is a foreseeable result of our breach of this EULA or our failure to use reasonable care and skill. In such instances, we shall only be liable up to the limit specified in Section 7.7, but we are not responsible for any unforeseeable loss or damage. Loss or damage is foreseeable if it is an obvious consequence of our breach of these terms or if the loss or damage were contemplated by you and us at the time we entered into the EULA with you.
- 7.5 If the software that we supply to you in the App is defective such that it damages either a Device or digital content that you own, we will either repair the damage or pay you compensation up the amount indicated in Section 7.7.
- 7.6 We will not be liable for any damage or loss suffered by you or another person, entity or object (including your Device or digital content) that could have been avoided if you had followed our advice in respect of installing an Update (or Updates) to your Device or systems or if the damage or loss was caused by you failing to correctly follow our instructions regarding installation, including having in place the minimum system requirements.
- 7.7 Our maximum aggregate liability under or in connection with this EULA (including your use of the App and our Services) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to £500. This does not apply to the types of loss set out in Section 7.8.
- 7.8 Nothing in this EULA shall limit or exclude our liability for:
- 7.8.1 death or personal injury resulting from our negligence;
 - 7.8.2 fraud or fraudulent misrepresentation; and

7.8.3 any other liability that cannot be excluded or limited by English law.

7.9 This warranty does not affect your statutory rights as a consumer in accordance with applicable law with respect to the supply of digital content being of satisfactory quality, fit for purpose and as described. Please see the Appstore terms and conditions in addition to the terms of this EULA. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

8. TERMINATION

This EULA shall enter into effect when you start using the App and the Services and shall continue for as long as you use the App, unless the EULA is terminated earlier, as described in this Section.

8.1 We may terminate this EULA immediately by written notice to you:

8.1.1 if we consider that you have committed a material or persistent breach of this EULA;

8.1.2 if you breach any of the Licence Restrictions in Section 3 or the Acceptable Use Restrictions in Section 4; and

8.1.3 we discover that you have copied or attempted to copy our App (outside of the permitted copying, as described in this EULA).

8.2 You may terminate this EULA with immediate effect by providing written notice to us at the address provided below.

8.3 On termination of this EULA by us or by you for any reason:

8.3.1 the licence granted to you under this EULA shall cease, but Sections 5, 7, 8, 9, 11 and 12 shall survive;

8.3.2 you must immediately cease all activities authorised by this EULA, including your use of the App and the Services;

8.3.3 you must immediately delete, uninstall or remove the App from all Devices, and immediately destroy all copies of the App (including any associated documents) then in your possession, custody or control; and

8.3.4 we will cease providing you with access to the Services via the App.

9. COMMUNICATION BETWEEN US

9.1 If you wish to contact us in writing, or if any condition in this EULA requires you to give us notice in writing, you can send this to us by e-mail at help@emperiascan.com or by prepaid post to FAO: Digital Products, 28 The Quadrant, Richmond, Surrey, United Kingdom, TW9 1DN. We will confirm receipt of this by contacting you in writing, email being the preferred method of communication.

- 9.2 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the contact information provided by Exhibitor in the contracting process.

10. EVENTS OUTSIDE OUR CONTROL

- 10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this EULA that is caused by any act or event beyond our reasonable control, including (but not limited to) poor Internet connection, power outages, failure of electricity or power networks, your failure to install Updates to the software, reasons relating to the operation of your Device, or the failure of public or private telecommunications networks (“Event Outside Our Control”).
- 10.2 If an Event Outside Our Control takes place that affects the performance of our obligations under this EULA our obligations under this EULA will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

11. PRIVACY AND DATA PROTECTION OBLIGATIONS ON EXHIBITORS

- 11.1 The terms of the RX Data Processing Addendum at <https://legal.rxglobal.com/en-us/processing-terms.html> apply to the “processing” of “personal data” (as those terms are defined therein) that Exhibitor receives under this EULA. The Exhibitor is responsible for ensuring that it will give any necessary notices and obtain any necessary consents, authorizations and permissions for its processing of the personal data.

12. OTHER IMPORTANT TERMS

- 12.1 We may transfer our rights and obligations under this EULA to another organisation, but this will not affect your rights under this EULA.
- 12.2 This EULA does not give rise to rights under the Contracts (Rights of Third Parties) Act 1999.
- 12.3 If we fail to insist that you perform any of your obligations under this EULA, or if we do not enforce our rights against you, or if we delay in doing so, or if we delay in taking steps against you in respect of your breach of this EULA, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. Our delay or failure to act will not prevent us taking steps against you at a later date. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 12.4 Each of the terms of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 12.5 Please note that this EULA, its subject matter and its formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction.

12.6 This Agreement has been entered into on the date that you download, install or access the App.