

# vFairs Terms of Service

## Overview

These Terms of Service, together with any amendments, order forms, and any additional agreements you enter into with vFairs LLC in connection with the Service (collectively, "Terms"), govern your access to and use of vFairs LLC ("vFairs", "we" or "our") websites, events, services, and applications (collectively, the "Service").

These Terms apply to all visitors, users and others who access or use the Service. Please read them carefully before using the Service.

By accessing or using the Service you agree to be bound by these Terms. If you are using the Service on behalf of an organization or entity ("Organization"), then you are agreeing to these Terms on behalf of that Organization, and you represent and warrant that you have the authority to bind the Organization to these Terms. In that case, "you" and "your" refers to you and that Organization.

## 1. The Service

The Service may continue to change over time as we refine and add more features.

You acknowledge and agree that the Service operates on or with or using application programming interfaces (APIs) and/or other services operated or provided by third parties ("Third Party Services"). Any exchange of data or other interaction between you and Third Party is solely between you and that third party.

## 2. Content

In using the Service, you provide us with information, media, files, and folders that you submit to vFairs LLC (together, "Content"). vFairs LLC is not responsible for your Content.

You retain full ownership of your Content, but you hereby grant us a worldwide, non-exclusive, irrevocable, transferable, perpetual, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, edit, translate, make derivatives, display and distribute any and all Content in connection with

providing the Service to you and other users in accordance with your settings on the Service.

This license also includes the right to modify or adapt your Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to your Content to conform and adapt that Content to any requirements or limitations of any networks, devices, services or media. You also extend these rights to the Third Party Services with whom we work to provide the Service.

All Content in or on the Service, whether publicly posted or privately transmitted by users, is the sole responsibility of the person who originated such Content. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Service or endorse any opinions expressed via the Service. If you use or rely on any Content or materials posted via the Service or obtained by you through the Service, it is at your own risk. Under no circumstances will vFairs LLC be liable in any way for any Content, or any loss or damage of any kind incurred as a result of the use of any Content in the Service.

With written permission from you, we may use your name and logo on our website located at <https://www.vfairs.com> for the purpose of marketing the Service. Use of your name and logo on the website will be revocable by you for any reason, at any time.

## 4. Privacy

When you create an account on the Sites, vFairs will collect and retain information about you, some of which is Personal Information. You may be required to provide additional personal or demographic information when registering for an Event hosted on the Sites including, but not limited to, photo, resume, work experience, educational qualification, location, skills, industry.

We care about the privacy of our users. We collect, use and share personally identifiable information and non-personally identifiable information as described in our Privacy Policy.

To be clear, aside from the exceptions we identify in the Privacy Policy, no matter how the Service changes, we won't share your Content with others unless:

- a you have given us permission to do so;
- we are required to by law or by valid legal process;
- we need to do so in order to provide you the Service; or
- one of the other exceptions described in the Terms or Privacy Policy applies.

By using the Service, you agree to the collection of such information, and to have your personal data collected, used, transferred to and processed by us and by third parties on our behalf.

## 5. vFairs's License to You

Subject to these Terms, vFairs LLC gives you a personal, worldwide, royalty-free, non-assignable, non-sublicensable and non-exclusive license to use the Service. We reserve all rights in the Service (including all intellectual property rights) not expressly granted in these Terms. We can terminate this license at any time for any reason or for no reason.

## 6. Your Conduct

You agree that you are responsible for your use of the Service, for any Content you provide, and for any consequences thereof, including the use of your Content by other users and third parties.

You understand that if you do not have the right to submit Content to the Service, doing so may subject you to liability. vFairs LLC will not be responsible or liable for any use of your Content by vFairs LLC in accordance with these Terms. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any Content that you submit, including all necessary rights to upload your Content for use in accordance with these Terms.

You agree not to post Content that:

- may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal;
- may create a risk of any other loss or damage to any person or property;
- seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
- may constitute or contribute to a crime or tort;
- contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable;
- contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets);
- contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or
- contains any information or content that you know is not correct and current. You agree that any Content that you post does not and will not violate rights of any kind, including, without limitation, any intellectual property rights or rights of privacy. We

reserve the right, but are not obligated, to reject and/or remove any Content that we believe, in our sole discretion, violates these provisions.

We reserve the right at all times, but are not obligated, to remove or refuse to distribute any Content on the Service including your Content. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to

- satisfy any applicable law, regulation, legal process or governmental request,
- enforce the Terms, including investigation of potential violations,
- detect, prevent, or otherwise address fraud, security or technical issues,
- respond to user support requests, or
- protect the rights, property or safety of vFairs LLC, its users and the public.

You are solely responsible for your conduct, the content of your files and folders, and your communications with others while using the Service. For example, it's your responsibility to ensure that you have the rights or permission needed to comply with these Terms. We may choose to review content for compliance with our community guidelines, but you acknowledge that vFairs LLC has no obligation to monitor any information on the Service. We are not responsible for the accuracy, completeness, appropriateness, or legality of files, user posts, or any other information you may be able to access using the Service.

## 7. Your Account

You must provide us accurate information when you create your vFairs LLC account. Your vFairs LLC account gives you access to the Service. We may maintain different types of accounts for different types of users or organizations. When you connect to vFairs LLC through a Third Party Service, you thereby give us permission to access and use your information from that Third Party Service (on such terms as are permitted by that service), and to store your log-in credentials for that service.

You may never use another entity's or user's account without permission. You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with vFairs LLC or a Third Party Service.

We encourage you to use "strong" passwords that use a combination of upper and lower case letters, numbers and symbols with your account. You agree not to disclose your password to any third party. vFairs LLC cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements. You must notify vFairs LLC immediately upon becoming aware of any breach of security or unauthorized use of your account.

## 8. Access & Data Security

You give us permission to access your computer, or other telecommunications or information systems ("Systems") in order to provide the Service. This permission is limited to those Systems, time periods, and personnel as are reasonably needed to provide the Service. Access is subject to business control and information protection policies, standards, and guidelines as you may provide to us. We warrant that we have adequate security measures in place to comply with the above obligations and to ensure that access granted hereunder will not impair the integrity and availability of your Systems.

We shall implement and maintain reasonable administrative, physical and technical safeguards that are designed to prevent any unauthorized use, access, processing, destruction, loss, alteration, or disclosure of any of your data (including any applicant or employee data furnished by you as may be held or accessed by us). And we shall notify you as soon as reasonably possible following discovery of any suspected breach or compromise of the security, confidentiality, or integrity of your data.

## 9. Confidential Information

You agree that all code, inventions, know-how, business, technical and financial information which you obtain from us is our confidential property ("Confidential Information"), provided that it is identified in writing as confidential at the time of disclosure or, if disclosed verbally, is identified as confidential in writing within thirty (30) days of the disclosure. You will hold in confidence and not use or disclose any Confidential Information. But your non-disclosure obligations shall not apply to information which you can document:

- was rightfully in your possession or known to you prior to receipt of the Confidential Information;
- is or has become public knowledge otherwise than through your fault;
- is rightfully obtained by you from a third party without breach of any confidentiality obligation;
- is independently developed by your employees whom had no access to such information; or
- is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the disclosing party).

The terms of any agreement between you and vFairs LLC shall be deemed confidential information of vFairs LLC without any further marking or designation.

## 10. vFairs LLC Property, Copyrights, and Feedback

All right, title, and interest in and to the Service (excluding Content provided by users) are and will remain the exclusive property of vFairs LLC and its licensors. The Service is protected by copyright, trademark, and other laws of USA and foreign nations. Nothing in the Terms gives you a right to use the vFairs LLC name or any of the vFairs LLC trademarks, logos, domain names, and other distinctive brand features.

Any feedback, comments, or suggestions you may provide regarding vFairs LLC, or the Service is entirely voluntary and you acknowledge and irrevocably agree that we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

## 11. Acceptable Use of vFairs LLC

vFairs LLC is trusted by its users, and we trust you to use our Service responsibly. You agree not to misuse the Service.

For example, you must not, and must not attempt to do the following things: use the Service for any unlawful purposes or for promotion of illegal activities; post any Content on the Service in violation of any applicable law, including intellectual property laws and right of privacy or publicity laws, or any contractual obligation; impersonate others through the Service or otherwise misrepresent your affiliation with a person or entity in a manner that does or is intended to mislead, confuse, or deceive others; publish or post other people's private or personally identifiable information, such as credit card numbers, passport details, street address or National Identity numbers, without their express authorization and permission; send spam; publish or link to malicious content intended to damage or disrupt another user's browser or computer or to compromise a user's privacy; access, tamper with, or use non-public areas of the Service, vFairs LLC's computer systems, or the technical delivery systems of vFairs LLC's providers; probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; access or search the Service by any means other than our publicly supported interfaces (for example, "scraping"); forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Service to send altered, deceptive or false source-identifying information; interfere with, or disrupt, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Service, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Service. International users agree to comply with all local laws regarding online conduct and acceptable content.

We may investigate and/or suspend your account if you violate any of the above rules.

Furthermore, we reserve the right to immediately terminate your account without further notice in the event that, in our sole and absolute judgment, you violate these Terms, or abuse the Service.

Some use of our Service may require you to download a client software package

("Software").

vFairs LLC hereby grants you a limited, nonexclusive, nontransferable, revocable license to use the Software, solely to access the Service. Your license to use the Software is automatically revoked if you violate these Terms in a manner that implicates our intellectual property rights. You must not reverse engineer or decompile the Software, nor attempt to do so, nor assist anyone else to do so. Our Service may update the Software on your device automatically when a new version is available.

## 12. DMCA Notice

vFairs LLC respects others' intellectual property and asks that you do too. We will respond to notices of alleged copyright infringement if they comply with the law and are properly provided to us. Such notices should be reported to [tech@vFairs.com](mailto:tech@vFairs.com) and undergo our DMCA Process. We reserve the right to delete or disable content alleged to be infringing and to terminate repeat infringers.

Our designated agent for notice of alleged copyright infringement on the Services is:

Copyright Agent  
vFairs LLC,  
471 Grace Ln, Coppel, TX, 75019

## 13. Third-Party Links

We may revise these Terms from time to time and the most current version will always be posted on our website. If a revision, in our sole discretion, is material we will notify you (for example via email to the email address associated with your account). Other changes may be posted to our blog or Terms page, so please check those pages regularly. By continuing to access or use the Service after revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new terms, please stop using the Services.

The Service may have links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by us. We do not endorse or assume any responsibility for any of these third-party sites, information, materials, products, or services. If you access a third party website from the Service, you do so at your own risk, and you understand that these Terms and our Privacy Policy do not apply to your use of those sites. You expressly relieve vFairs LLC from any and all liability arising from your use of any third-party website, service, or content and agree that your dealings with any third-party website, service, or content is only between you and such third parties.

You agree that we are not responsible for any loss or damage of any sort in your dealings with such third parties. Many of these third party services expressly disclaim all warranties, support or other liabilities or obligations to you in respect of their software or service. For example, Tableau requires us to communicate to you that they shall have no warranty, support or other obligation or liability to you in respect of your use of its software. You should read the applicable Terms of Service and Privacy Policy of any third party link or service before using it.

## 12. DMCA Notice

vFairs LLC respects others' intellectual property and asks that you do too. We will respond to notices of alleged copyright infringement if they comply with the law and are properly provided to us. Such notices should be reported to [info@talentera.com](mailto:info@talentera.com) and undergo our DMCA Process. We reserve the right to delete or disable content alleged to be infringing and to terminate repeat infringers.

Our designated agent for notice of alleged copyright infringement on the Services is:

Copyright Agent  
vFairs LLC,  
471 Grace Ln, Coppel, TX, 75019

## 13. GDPR Policy

1. vFairs will enforce GDPR on all standard registration pages for clients who will identify us dealing with European users or are based out of a Europe as a default measure to confirm lawful consent so that your event attendees take control of the data they choose to share.
2. GDPR is enforced based on the country the user selects on the registration page, this means that all users from EU member states fall under the revised data protection legislation.
3. Clients have the ability to customize their own country list as well as the GDPR message that appears on the registration page for clear, easy to understand consent request and disclosures across all levels.
4. In the circumstance that a user does not agree to the terms of sharing adequate and relevant data (to an event organizer), they will not be registered.
5. Users have the right to be forgotten; when requested, the user's profile data will be anonymized within the specified webcast or event domain.
6. If a user requests to be forgotten, it is the responsibility of the event owner to notify the third party contact of the user's request (This is currently a manual process; third



parties do not allow someone else to externally make an automated call to "forget" a user).

7. A report will be made available to display all registered GDPR users from a given event.

8. When using the mass upload tool, it is the client's responsibility to provide a list of users who have opted into the GDPR policy.

9. When utilizing a third party (i.e. salesforce) for registration, it is the responsibility of the third party to confirm that they're only passing users who have accepted the GDPR policy.

10. vFairs LLC will works with integration partners as and when required to ensure the GDPR process is aligned with regulation throughout the data transfer.

## 14. Modifications

We may revise these Terms from time to time and the most current version will always be posted on our website. If a revision, in our sole discretion, is material we will post changes to our blog or Terms page, so please check those pages regularly. By continuing to access or use the Service after revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new terms, then you do not have our permission to use the Service.

## 15. Indemnity

To the fullest extent allowed by applicable law, you agree to indemnify and hold vFairs LLC, its affiliates, officers, agents, employees, suppliers, licensors and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any third party claims relating to (a) your use of the Service (including any actions taken by a third party using your account), and (b) your violation of these Terms. In the event of such a claim, suit, or action ("Claim"), we will attempt to provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

## 16. Entire Agreement

These Terms (including any amendments, order forms, and any additional agreements you enter into with vFairs LLC in connection with the Service) and the Privacy Policy (which is hereby incorporated into these Terms by reference) will constitute the entire agreement ("Agreement") between vFairs LLC and you with respect to the subject

matter contemplated herein, and supersede all oral statements and prior writings with respect to the subject matter contemplated herein. This Agreement is entered into after full investigation by each party, and neither party is relying on any statement or representation made by the other not embodied in this Agreement.

If any provision of these Terms shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that these Terms shall otherwise remain in effect. No waiver shall be implied from conduct or failure to enforce or exercise rights under these Terms. Nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claiming to have waived.

## 17. No Warranty - vFairs LLC is Available "AS-IS"

Though we want to provide a great service, there are certain things about the Service we can't promise. THE SERVICE AND SOFTWARE ARE PROVIDED "AS IS", AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER VFAIRS LLC, ITS AGENTS, AFFILIATES, LICENSORS, NOR SUPPLIERS, MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, AND NON-INFRINGEMENT. vFairs LLC MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION IN, OR FROM, AN END USER OR CUSTOMER SERVICES ACCOUNT.

vFairs LLC is not responsible for the accuracy, completeness, appropriateness, or legality of data, user posts, or any other information posted by a user.

vFairs LLC will have no responsibility for any harm to your computer system, loss or corruption of data, or other harm that results from your access to or use of the Service or Software.

## 18. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL vFairs, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) DAMAGES, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT vFairs. HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; (B) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICE MORE THAN THE GREATER OF \$20 OR THE AMOUNTS PAID BY YOU TO vFairs. FOR THE PAST THREE MONTHS OF THE SERVICE IN QUESTION.

## 19. Notice

We may provide notifications, whether these are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, as determined by us in our sole discretion.

Any notice provided to vFairs LLC hereunder shall be in writing to the notice address set forth above and shall be deemed given: i) upon receipt, if by personal delivery; ii) upon receipt, if sent by certified or postal Mail (return receipt requested); or iii) one (1) day after it is sent, if by next day delivery by a major commercial delivery service. Notices sent via email are deemed received at the time that the notices are sent.

## 20. Miscellaneous

All sections of these Terms which by their nature should survive termination of any agreement between you and vFairs LLC, will survive termination, including, without limitation, restrictions, accrued rights to payment, confidentiality obligations, intellectual property rights, warranty disclaimers, and limitations of liability.

These Terms and any rights and licenses granted hereunder, may not be transferred or assigned by you without our written permission, but may be assigned by us without restriction. Any attempted transfer or assignment by you will be null and void.

No supplement, modification, or amendment of these Terms shall be binding unless executed in writing by a duly authorized representative of each party.

Neither vFairs LLC nor Customer will be liable for inadequate performance to the extent caused by a condition that was beyond the party's reasonable control (for example, natural disaster or Internet disturbance).

vFairs LLC may suspend performance under these Terms if :

- you are in material breach and fail to cure that breach within 30 days after the receipt of written notice or
- you cease business operations or become subject to insolvency proceedings and the proceedings are not dismissed within 90 days.

Termination is not an exclusive remedy and the exercise of vFairs LLC by any remedy under these Terms will be without prejudice to any other remedies it may have under these Terms, by law, or otherwise.

## 20. Arbitration

In the unlikely event that vFairs LLC has not been able to resolve a dispute it has with you after attempting to do so informally, we each agree to resolve any claim, dispute, or controversy (excluding any vFairs LLC claims for injunctive or other equitable relief) arising out of or in connection with or relating to these Terms, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by court in New York, USA, except as provided herein.

The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The prevailing party will be entitled to recover its attorneys' fees and costs in connection with such an action.

Nothing in this Section shall be deemed as preventing vFairs LLC from seeking injunctive or other equitable relief from the courts as necessary to protect any of vFairs LLC's proprietary interests. Except as otherwise provided in these Terms, all remedies are cumulative and in addition to (not in lieu of) any other remedies available to a party at law or equity.

ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU AGREE THAT, BY USING THE SERVICE, YOU AND VFAIRS LLC. ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

You agree that the Service is based in USA; and these Terms are governed by the internal substantive laws of the Dubai, without respect to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

Please contact us at 471 Grace Ln, Coppel, TX, 75019 with any questions regarding these Terms.