



Penton Media, Inc. Global Headquarters
249 W. 17th Street
New York, NY 10011
(212) 204-4200

TERMS OF USE

1. General.

1.1 This Agreement governs your use of this web site and its associated services (the "Web Service"), including interactive chat and forum discussion areas (the "Interactive Areas"), which are owned and operated by Penton Media, Inc. and its subsidiaries, affiliates, divisions and related companies ("Penton").

1.2 Penton reserves the right, in its discretion, to change or modify all or any part of this Agreement at any time, effective immediately upon notice published on the Web Service. Your use of the Web Service constitutes your binding acceptance of these terms and conditions, including any changes or modifications made by Penton as permitted above. If at any time the terms and conditions of this Agreement are no longer acceptable to you, you should immediately cease use of the Web Service and the Interactive Areas.

2. Use of Web Service.

2.1 You acknowledge that the Web Service contains information, software, photographs, audio and video clips, graphics, links and other material that are protected by copyright, trademark or other proprietary rights of Penton or third parties, including but not limited to product names, logos, designs, titles, and words or phrases which may be registered in certain jurisdictions (collectively, the "Content"). You agree to comply with any additional copyright notices, information, or restrictions contained in any Content available on or accessed through the Web Service. Users of the Web Service may use the Content only for their personal, noncommercial use. Users of the Web Service wanting to use the content for commercial use must obtain prior express written permission of Penton.

2.2 You may not modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the content, in whole or in part, except as otherwise expressly permitted in this Agreement. You may not use spiders, robots, data mining techniques or other automated techniques to catalog, download or otherwise reproduce, store or distribute content available on the Web Service. Further, you may not exceed the limited authorization and access granted to you under this Agreement. You may not resell use of, or access to, the Web Service to any third party. Content consisting of downloadable software may not be reverse-engineered unless specifically authorized by the owner of the software's patent and or copyright. Subject to the provisions of this Agreement, you may post on the Web Service any content owned by you (such as your original statements), content for which you have received express permission from the owner, and content in the public domain. You assume all right and responsibility for determining whether any content is in the public domain. You hereby grant to Penton a perpetual, worldwide, royalty-free, freely transferable right and license to edit, copy, publish, distribute, translate and otherwise use in any medium and for any purpose any content that you place on the Web Service without compensation to you. You represent and warrant that you are authorized to grant all rights set forth in the preceding sentence.



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2.3 You may not download content on this web site that is indicated to be for sale except under the terms of the sale. Such content is the protected and copyrightable property of Penton. "Free" content may be downloaded for your personal use or noncommercial distribution consistent with the terms defined in this Agreement. When using both purchased and "free" content, you will maintain and include all copyright and other notices contained in such content. Except as expressly permitted by the copyright laws, no copying, storage, redistribution or publication of any content is permitted without the express permission of Penton or the owners of such content or their authorized persons if other than Penton.

3. Rules of Conduct.

3.1 You must comply with the Penton [Acceptable Use Policy](#) in connection with your use of the Web Service. You should report any violations of the Acceptable Use Policy to Penton at commentingabuse@penton.com. Without limiting the terms of the Acceptable Use Policy, you shall not post on the Web Service any content which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) contains viruses or other contaminating or destructive features; (c) violates the rights of others, such as content which infringes any copyright, trademark, patent, trade secret or violates any right of privacy or publicity; or (d) otherwise violates any applicable law or reputation. You may not post on the Web Service any links to any external Internet sites that are obscene or pornographic. You shall not use the Web Service for any commercial purpose not expressly approved by Penton, nor shall you distribute any advertising or solicitation of funds or goods and services or solicit users to join competitive online services

3.2 You may use the Web Service without registering with Penton, but in order to take advantage of some aspects of the Web Service, it may be necessary for you to register and create an account. Your account is for your sole, personal use, you may not authorize others to use your account, and you may not assign or otherwise transfer your account to any other person or entity. All registration information about you must be truthful, and you may not use any aliases or other means to mask your true identity. You are responsible for the security of your password and will be solely liable for any use or unauthorized use under such password.

4. Managing Content.

Penton does not and cannot review the content posted by users on the Web Service and is not responsible for such content. However, Penton reserves the right to delete, move or edit any content (including content posted in any Interactive Area) that it may determine, in its sole discretion, violates or may violate this Agreement or is otherwise unacceptable. You shall remain solely responsible for all content posted by you. Penton shall have the right but not the obligation, to correct any errors or omissions in any content, as it may determine in its sole discretion.

5. No Endorsement.

5.1 Penton does not represent or endorse the accuracy or reliability of any content posted on any Interactive Area and you acknowledge that any reliance upon such content shall be at your sole risk.



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Any content placed on any Interactive Area by users are the views of the user posting the statement, and do not represent the views of Penton or its advertisers or sponsors.

5.2 The Web Service may contain links to sites on the Internet, which are owned and operated by third parties (the "External Sites"). You acknowledge that Penton is not responsible for the availability of, or the content located on or through any External Site. You should contact the site administrator or Webmaster for those External Sites if you have any concerns regarding such links or the content located on such External Sites.

6. Indemnity.

You agree to indemnify, defend and hold Penton and its affiliates, and their respective officers, directors, owners, agents, information providers and licensors (collectively, the "Penton Parties") harmless from and against any and all claims, liability, losses, costs and expenses (including attorneys' fees) incurred by any Penton Party in connection with any use or alleged use of the service under your user name by any person, whether or not authorized by you. Penton reserves the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with Penton's defense of such claim.

7. Termination of Service.

Penton reserves the right, in its sole discretion, to restrict, suspend or terminate your access to all or any part of the Web Service, including the Interactive Areas, at any time for any reason without prior notice or liability. Penton may change, suspend or discontinue all or any aspect of the Web Service at any time, including the availability of any feature, database, or Content (including the Interactive Areas), without prior notice or liability.

8. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.

8.1 NEITHER PENTON NOR ANY PROVIDER OF THIRD PARTY CONTENT OR THEIR RESPECTIVE AGENTS WARRANTS THAT THE WEB SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES PENTON, ANY THIRD PARTY CONTENT PROVIDER, OR THEIR RESPECTIVE AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE WEB SERVICE OR THE CONTENT. THE WEB SERVICE AND THE CONTENT ARE DISTRIBUTED ON AN "AS IS, AS AVAILABLE" BASIS. NEITHER PENTON, THIRD PARTY CONTENT PROVIDERS, NOR THEIR RESPECTIVE AGENTS MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE WEB SERVICE, ANY CONTENT OR ANY PRODUCTS OR SERVICES SOLD THROUGH THE WEB SERVICE. NEITHER PENTON NOR ANY THIRD PARTY CONTENT PROVIDER WARRANTS THAT ANY FILES AVAILABLE FOR DOWNLOADING THROUGH THE WEB SERVICE WILL BE FREE OF VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. YOU EXPRESSLY AGREE THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICE AND THE ACCURACY OR COMPLETENESS OF THE CONTENT IS ASSUMED SOLELY BY YOU.

8.2. NEITHER PENTON NOR ANY THIRD PARTY CONTENT PROVIDER OR THEIR AGENTS SHALL BE LIABLE FOR ANY ACT, DIRECT OR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES



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ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3. SOME STATES DO NOT ALLOW EXCLUSION OR IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF PENTON, THIRD PARTY CONTENT PROVIDERS AND THEIR RESPECTIVE AGENTS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

9. Investor Information.

Investor relations materials on this web site are provided for convenience only, and speak only as of their original date or the date specified therein. Available information may change at any time and may not be reflected on this web site. Penton disclaims any responsibility to update this web site.

10. Forward-Looking Statements.

The statements contained in this site and other materials accessible through these pages that are not historical in nature are forward-looking statements that involve risks and uncertainties. Although management of Penton believes that its expectations are based upon reasonable assumptions within the bounds of its knowledge of Penton's business, there can be no assurance that the Company's financial goals will be realized. Numerous factors may affect the Company's actual results and may cause results to differ materially from those expressed in forward-looking statements made by or on behalf of the Company. Factors that could cause actual results to differ materially include fluctuations in advertising revenue with general economic cycles; management's ability to identify, finance, complete and integrate acquisitions; the performance of Internet/Broadband trade shows and conferences; the seasonality of revenue from publishing and trade shows and conferences; the success of new products; increases in paper and postage cost; the infringement or invalidation of Penton's intellectual property rights; and the factors listed from time to time in Penton's reports filed with the Securities and Exchange Commission. Penton does not undertake any obligation to publicly update or revise any forward-looking statements in this site whether as a result of new information, future events or otherwise.

11. Miscellaneous.

This Agreement shall be construed in accordance with the laws of the State of New York, and the parties irrevocably consent to bring any action to enforce this Agreement in the federal or state courts located in New York County in the State of New York. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter. All provisions hereof shall survive any termination of this Agreement as well as any other revisions which by their terms or sense are intended to survive.

12. Digital Millennium Copyright Act ("DMCA") Notice.

Materials may be made available via the Web Service by third parties not within our control. We are under no obligation to, and do not, scan content used in connection with the Web Service for the inclusion of illegal or impermissible content. However, we respect the copyright interests of others. It is



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our policy not to permit materials known by us to infringe another party's copyright to remain on the Web Service. If you believe any materials on the Web Service infringe a copyright, you should provide us with written notice that at a minimum contains:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- (iv) Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- (v) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

All DMCA notices should be sent to our designated agent as follows:

Penton Media Attn: General Counsel
249 West 17th Street
New York, NY 10011 (212) 204-4200
Email: copyrights@penton.com

It is our policy to terminate relationships regarding content with third parties who repeatedly infringe the copyrights of others.

13. Contacts

Should you have any questions about this Web Service, you may contact us at privacy@penton.com.