

# Terms of Use

## Table of Contents

1. General Information.
2. Your Agreement to the Terms.
3. Changes to the Terms.
4. Provision of the Website.
5. Location of the Website.
6. User Conduct.
7. Terms Relating to Content.
8. Registered Users.
9. Disclaimer of Warranties.
10. Limitation of Liability.
11. Privacy Policy.
12. Copyright Complaints.
13. Termination of this Agreement.
14. Miscellaneous Terms.

### 1. General Information

PHM Asia Pacific 2019(Asia Pacific Conference of the Prognostics and Health Management Society 2019) Organization is in Beijing. Your use of <http://www.phmap.cn> will always be subject to, at a minimum, the terms and conditions set out in this document. These are referred to as the "Master Terms." In addition, your use of Website may also be subject to the terms of any legal notice applicable to the Website, in addition to the Master Terms. All such terms supplementing these Master Terms are referred to below as the "Additional Terms." The Master Terms, together with any Additional Terms, form a binding legal agreement between you and PHM Asia Pacific 2019 Organization in relation to your use of the Website. Collectively, this legal agreement is referred to below as the "Terms." If there is any contradiction between the Additional Terms and the Master Terms, then the Additional Terms shall take precedence in relation to the Website to which the Additional Terms apply.

### 2. Your Agreement to the Terms

Your access or use of <http://www.phmap.cn> in any way signifies that you have read, understand and agree to be bound by the terms. By accessing or using <http://www.phmap.cn> you also represent that you have the legal authority to accept the Terms on behalf of yourself and any party you represent in connection with your use of Website. If you do not agree to the Terms, you are not authorized to use Website.

### 3. Changes to the Terms

PHM Asia Pacific 2019 Organization may change, remove, add to modify the Terms, and reserves the right to do so in its discretion. In that case, we will post the updated Master Terms or Additional Terms, as relevant, to the Website and indicate the date of revision. We may send a message to your email address, or we may display a notice on the Website indicating that the Terms have changed. All amended Terms take effect immediately. If you do not agree with any modification to the Terms, you may terminate this agreement by ceasing use of the Website. Your continued use of Website after revised Terms are effective indicate that you have read, understood and agreed to those Terms.

### 4. Provision of the Website

PHM Asia Pacific 2019 Organization makes the Website available to you on the Terms. You may only use the Website in accordance with these Master Terms and any applicable Additional Terms. In particular but without limitation, you may not use the Website for any purpose that is unlawful or prohibited by these Master Terms, any applicable Additional Terms, or any other conditions or notices that are made available on any

Website.

## **5. Location of the Website**

The Website Services are controlled and offered by PHM Asia Pacific 2019 Organization from its facilities in China. PHM Asia Pacific 2019 Organization makes no representations that the Website is appropriate or available for use in other locations. If you are accessing or using any Website from other jurisdictions, you do so at your own risk and you are responsible for compliance with local law.

## **6. User Conduct**

Users agree not to use the Website Services to:

- Post, use or transmit Content that you do not have the right to post or use, for example, under intellectual property, confidentiality, privacy or other applicable laws;
- Post, use or transmit unsolicited or unauthorized Content, including advertising or promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of unsolicited or unwelcome solicitation or advertising;
- Post, use or transmit Content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or otherwise interfere with or disrupt the Website Services or servers or networks connected to the Website, or that disobeys any requirements, procedures, policies or regulations of networks connected to the Website;
- Post or transmit Content that is harmful, offensive, obscene, abusive, invasive of privacy, defamatory, hateful or otherwise discriminatory, false and misleading, incites an illegal act, or is otherwise in breach of your obligations to any person or contrary to any applicable laws and regulations;
- Intimidate or harass another;
- Use or attempt to use another's account, service, or personal information;
- Remove, circumvent, disable, damage or otherwise interfere with any security-related features that enforce limitations on the use of the Website;
- Attempt to gain unauthorized access to the Website, other accounts, computer systems or networks connected to the Website, through hacking password mining or any other means or interfere or attempt to interfere with the proper working of the Website Services or any activities conducted through the Website Services;
- Use any means to bypass or ignore robot.txt, or other measures we use to restrict access or use of the Website Services;
- Impersonate another person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; or
- Post or transmit any personally identifiable information about persons under 14 years of age, including without limitation in connection with the Website or the Services offered thereon.

## **7. Terms Relating to Content**

**Responsibility for Content.** You understand that all material, data and information, (collectively, "Content") which you may have access to through your use of the Website are the sole responsibility of the person from which such Content originated. This includes assertions that persons may make, expressly or impliedly, about the provenance and ownership of Content that they supply, upload, list and/or link to. You acknowledge that PHM Asia Pacific 2019 Organization does not make any representations or warranties about the accuracy, integrity or quality of the Content made available at the instigation of users of the Website. You understand that by using the Website, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances is PHM Asia Pacific 2019 Organization liable in any way for any Content, including, but not limited to: any infringing Content, any errors or omissions in Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted to, linked to or otherwise accessible or made available via the Website Services.

**Content You Provide.** You may only submit Content to the Website. This means that you can only submit Content that you yourself create, that is in the public domain or that you have been expressly granted the right to submit consistent with the Terms. For the avoidance of doubt, Content that infringes the rights of any third party must not be submitted. You represent, warrant and agree that no Content of any kind submitted, posted or otherwise shared by you on or through any of the Website Services, violates or infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights, or contains libelous, defamatory or otherwise unlawful material. Further, you represent, warrant and agree not to submit any personally identifiable information. PHM Asia Pacific 2019 Organization may review your submissions and may delete or remove without notice any Content in its sole discretion that PHM Asia Pacific 2019 Organization determines violates the Terms or that may be offensive, illegal, or that might violate the rights, harm or threaten the safety of others. PHM Asia Pacific 2019 Organization does not endorse or support any Content posted by you. You alone are responsible for creating backup copies and replacing any Content you post on the Website, and you authorize PHM Asia Pacific 2019 Organization to make copies of your Content as we deem necessary in order to facilitate the posting of your Content on the Website.

**Use of Content on the Website.** You represent and warrant to PHM Asia Pacific 2019 Organization that you will use any and all Content on our Website in accordance with the applicable license. By using the Website, you agree that you are solely responsible for your use of any and all Content made available thereon. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the provenance, ownership, accuracy, completeness, or reliability of such Content. In this regard, you acknowledge that you may not rely on any Content made available on the Website without your own independent evaluation of that Content. PHM Asia Pacific 2019 Organization does not guarantee that Content made available on the Website does not infringe the rights of any third party.

## **8. Registered Users**

By registering for an account on the Website, you represent and warrant that you (1) are the age of majority in your jurisdiction or, (2) are over the age of 14 and have the express permission of a legal guardian to become a Registered User and use Services made available to Registered Users, and you further agree to abide by all of the terms and conditions of these Master Terms and any applicable Additional Terms. PHM Asia Pacific 2019 Organization reserves the right to modify or discontinue the accounts of Registered Users and related Services at any time. PHM Asia Pacific 2019 Organization disclaims any and all liability to Registered Users.

**Security.** You agree to (a) provide accurate, current and complete information about you, if and as may be prompted by the registration process on the any of the Website, (b) maintain the security of your password and identification, (c) maintain and promptly update your registration information and any other information you provide, and to keep it accurate and complete to, among other things, allow us to contact you, and (d) be fully responsible for all use of your account and for any actions that take place using your account. You may not set up an account or membership on behalf of another individual or entity.

**Termination and Inactivation of User Accounts.** Your participation as a Registered User terminates automatically upon your breach of any of these Master Terms or applicable Additional Terms. In addition, PHM Asia Pacific 2019 Organization may, at any time: (a) modify, suspend or terminate the operation of or access to your user account for any reason; (b) modify or change Website and Services and any applicable Terms and policies governing your user account and related Website Services for any reason; and (c)

interrupt user accounts and related Website Services for any reason, all as PHM Asia Pacific 2019 Organization deems appropriate in its discretion. Your access to your account, and use of the Website may be terminated by you or by PHM Asia Pacific 2019 Organization at any time and for any reason whatsoever, without notice. In addition, PHM Asia Pacific 2019 Organization reserves the right to delete and purge any account and all Content associated therewith following any prolonged period of inactivity, all as may be determined by PHM Asia Pacific 2019 Organization in its complete discretion.

#### **9. Disclaimer of Warranties**

To the fullest extent permitted by the applicable law, PHM Asia Pacific 2019 Organization offers the Website and Services as-is and makes no representations or warranties of any kind concerning the Website services. PHM Asia Pacific 2019 Organization does not warrant that the functions or content contained on the Website will be uninterrupted or error-free, that defects will be corrected, or that PHM Asia Pacific 2019 Organization's servers are free of viruses or other harmful components. PHM Asia Pacific 2019 Organization does not warrant or make any representation regarding use or the result of use of the content in terms of accuracy, reliability, or otherwise.

#### **10. Limitation of Liability**

PHM Asia Pacific 2019 Organization shall not be responsible or liable whatsoever in any manner for any content posted on the Website for your use of the Website Services.

#### **11. Privacy Policy**

PHM Asia Pacific 2019 Organization is committed to handling responsibly the information and data we collect through our Website and agrees to use your personal information in accordance with the Privacy Policy and the Terms. The Privacy Policy is hereby incorporated by reference into these Master Terms.

#### **12. Copyright Complaints**

PHM Asia Pacific 2019 Organization respects the intellectual property rights of others, and we prohibit users of our Website from submitting, uploading, posting or otherwise transmitting any materials that violate another person's intellectual property rights.

#### **13. Termination of this Agreement**

These Master Terms and any Additional Terms will continue to apply until terminated by either you or PHM Asia Pacific 2019 Organization as set out below. Your right to access and use the Website terminates automatically upon your breach of any of these Master Terms or Additional Terms that may apply to any of the Website Services. PHM Asia Pacific 2019 Organization may, at any time: (a) modify, suspend or terminate the operation of or access to any of the Website Services, or any portion of the Website Services, for any reason; (b) modify or change the Website Services, or any portion of the Website Services, and any Master Terms, Additional Terms and other policies governing the use of the Website Services, for any reason; (c) interrupt the operation of the Website Services, or any portion of the Website Services, for any reason, all as PHM Asia Pacific 2019 Organization deems appropriate in its sole discretion. Your access to, and use of, the Website Services may be terminated by you or by PHM Asia Pacific 2019 Organization at any time and for any reason. PHM Asia Pacific 2019 Organization will use reasonable efforts to notify you in advance about any material modification, suspension or termination by PHM Asia Pacific 2019 Organization that is not caused by your breach of the Terms.

#### **14. Miscellaneous Terms**

This Master Term constitutes the entire agreement between you and PHM Asia Pacific 2019 Organization relating to this subject matter and supersedes all prior, contemporaneous and future communications between you and PHM Asia Pacific 2019

Organization.

*These Terms of Use are Effective as of 01. 01. 2019.*