

TERMS & CONDITIONS

These are the terms and conditions (the “Agreement”) governing your participation in the virtual 9th Asian Pacific Congress on Bronchology and Interventional Pulmonology (“APCB 2021” or “Virtual Event”). By registering for the Virtual Event you agree to these terms, which form a binding legal contract between the Virtual Event organiser, Malaysian Association for Bronchology and Interventional Pulmonology (“MABIP” or “Owner and Organizer”) and the registered attendee or participant (“you” or “Participant”). If you are registering on behalf of another individual, it is your responsibility to ensure the person participating is aware of these terms and accepts them. By completing the registration on behalf of another individual you are warranting that you have made the Participant aware of these terms and that they have accepted these terms.

SECTION 1 - PARTICIPANT REQUIREMENTS

1.1 Access.

Your registration entitles you to access to the Virtual Event for which you have registered. Any and all other costs associated with your attendance shall be borne solely by you, and Virtual Event shall have no liability for such costs.

1.2 Use of Likeness.

By participating in the Virtual Event you acknowledge and agree to grant Virtual Event the right at the Virtual Event to record, film, live stream, photograph, or capture your likeness in any media now available or hereafter developed and to distribute, broadcast, use, or otherwise globally to disseminate, in perpetuity, such media without any further approval from you or any payment to you. This grant to Virtual Event includes, but is not limited to, the right to edit such media, the right to use the media alone or together with other information, and the right to allow others to use or disseminate the media.

1.3 Virtual Event Content.

You acknowledge and agree that Virtual Event, in its sole discretion, reserves the right to change any and all aspects of the Virtual Event, including but not limited to, the Virtual Event name, themes, content, program, speakers, performers, hosts, moderators, venue, and time. Virtual Event content shall be recorded by MABIP and will be accessible to paid registrants.

SECTION 2 - PROHIBITED CONDUCT

2.1 Limitations on Use.

By registering for the Virtual Event pass you agree not to sell, trade, transfer, or share your complimentary access link and/or code, unless such transfer is granted by the Organizer. By registering for a paid Virtual Event Pass, you agree not to share, sell or trade your access. If MABIP determines that you have violated this policy, MABIP may cancel your access, retain any payments made by you, report you to law enforcement authorities, and ban you from future Virtual Events.

2.2 Disruptive Conduct.

You acknowledge and agree that Virtual Event reserves the right to remove you from the Virtual Event if MABIP, in its sole discretion, determines that your participation or behavior create a disruption or hinder the Virtual Event or the enjoyment of the Virtual Event content by other Participants.

2.3 Recording, Live Streaming, and Videotaping.

Participants may not record or broadcast audio or video of sessions at APCB 2021.

2.4 Unethical/Non-Compliant Business Practices.

MABIP reserves the right to deny participation to anyone who engages in or is reputed to engage in unethical or non-compliant business practices.

SECTION 3 - FEES AND REGISTRATION

3.1 Payment.

The payment of the applicable fee for the APCB 2021 is due upon registration. If such payment is insufficient or declined for any reason MABIP may refuse to allow you to access the Virtual Event and shall have no liability in that regard.

3.2 Taxes.

The fees may be subject to sales tax, value added tax, or other taxes and duties which, if applicable, will be charged to you in addition to the fees.

SECTION 4 - CANCELLATION AND QUALITY ASSURANCE

Cancellations are subject to the entire Virtual Event registration fee. Administrative fee of USD 20 /RM 100 will be imposed to Participants who wish to withdraw from the Virtual Event. Please note that if you do not cancel and do not access the Virtual Event, you are still responsible for payment.

If the APCB 2021 is terminated due to a Force Majeure occurrence before the first day of the Virtual Event, then MABIP will reschedule the Virtual Event and your registration fee will be applied to the rescheduled congress.

SECTION 5 - VIRTUAL EVENT REGISTRATION CONFIRMATION

Once you have completed your registration, you will receive your registration confirmation by email. Please ensure that your valid email is entered correctly on the registration form. Be sure to check your junk email box too in case any of your Virtual Event email(s) are caught by spam filters.

You will receive essential information for registered attendees electronically at the email address and mailing address that are provided on your registration form.

SECTION 6 - YOUR PRIVACY IS IMPORTANT TO US

Introduction

This Notice explains how Malaysian Association for Bronchology and Interventional Pulmonology (“MABIP”) collects and processes your Personal Data. This Notice is applicable to all Site visitors, registered users, and all other users of our Site.

“Personal Data” is any information that enables us to identify you, directly or indirectly, by reference to an identifier such as your name, identification number, location data, online identifier or one or more factors specific to your physical, physiological, genetic, mental, economic, cultural or social identity.

By visiting <http://apcb2021.com/> (the “Site”), you acknowledge that you have read and understood the processes and policies referred to in this Notice.

How to contact us

If you have any questions or concerns about this Notice, please contact us at secretariat@apcb2021.com.

How we collect personal data

Personal Data that you give us

We may collect and process the following Personal Data:

- **Contact information**, which you provide when corresponding with us by phone, email or otherwise. This includes information you provide when you participate in discussion boards or other social media functions on our Site and when you report a problem with our Site. The information you give us may include your name, address, email address, phone number, financial information and/or credit card information.
- **Due payment information**, including financial information such as credit/debit card and account numbers used to process your Virtual Event ticket registration and/or sponsorship payment.
- **Purchase information**, relating to purchases of delegate passes and Virtual Event participation, either in-person or via our Site. Purchase information will include financial information as well as information concerning the content and time of the purchase.

Personal data we collect from you

With regard to each of your visits to the Site we will automatically collect the following information:

- **Technical information**, including the Internet protocol (IP) address used to connect your computer or device to the Internet, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform;
- **Information about your visit**, including pages you viewed or searched for, exit pages, and any phone number used to call our customer service number; and
- **Location information**

Personal Data we collect from others

We may receive information about you from publicly available and third-party databases or services that provide information about business people that we believe will help us identify products and services that may be of interest to you. We will obtain your consent before contacting you if required by the law of the country in which you are located.

Non-Personal Data

We collect information that is sent to us automatically by your web browser and we may use this information to generate aggregate statistics about visitors to our Site, including, without limitation:

- IP addresses
- Browser type and plug-in details
- Device type (e.g., desktop, laptop, tablet, phone, etc.)
- Operating system
- Local time zone

We may use non-Personal Data for various business purposes such as providing customer service, fraud prevention, market research, and improving our Site. Please check your web browser if you want to learn what information your browser sends or how to change your settings.

How we use your Personal Data

We will only process your Personal Data, including sharing it with third parties, where (1) you have provided your consent which can be withdrawn at any time, (2) the processing is necessary for the performance of a contract to which you are a party, (3) we are required by law, (4) processing is required to protect your vital interests or those of another person, or (5) processing is necessary for the purposes of our legitimate commercial interests, except where such interests are overridden by your rights and interests.

Personal Data that you give us

We may use Personal Data that you provide directly to us for the following purposes:

- to carry out our obligations arising from your Virtual Event registration, or any other contract entered into between you and us and to provide you with the information, products and Virtual Event registration services that you request from us;

- to organize Virtual Events that you have purchased or registered for, and to provide you with information, and other materials, relating to the content of the Virtual Event, the speakers, sponsors and other attendees;
- to provide our newsletter and other publications, provided you have given your consent;
- to respond to your questions and provide related Virtual Event registration services;
- to provide you with information about other Virtual Events, products and services we offer that are similar to those that you have already purchased, provided you have not opted-out of receiving that information;
- to notify you about changes to our Virtual Events; and
- to ensure that content from our Site is presented most effectively for you and your computer.

Information we collect about you

We will use Personal Data that we have collected about your use of our Site:

- to administer our Site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- to improve our Site to ensure that content is presented most effectively for you and your computer; as part of our efforts to keep our Site safe and secure;
- to measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you; and
- to make suggestions and recommendations to you and other users of our Site about goods or services that may interest you or them.

Personal Data we receive from other sources

We will combine this information with information you give to us and information we collect about you. We will use this information and the combined Personal Data for the purposes set out above (depending on the types of information we receive).

When we share and who can access your Personal Data

We may share your Personal Data for the purposes described in this Notice with:

- a member of our group
- partners, suppliers and subcontractors, for the performance of obligations arising from your Virtual Event registration, or any other contract we enter into with them or you or to provide you with the information, products and Virtual Event registration services that you request from us
- analytics and search engine providers that assist us in the improvement and optimization of our Site
- trusted third-party companies and individuals to help us provide, analyze, and improve the Site and our Virtual Event registration services (including but not limited to data storage, maintenance services, database management, web analytics and payment processing)

Selling or renting your Personal Data

We will never sell or rent your Personal Data to third parties without your opt-in consent.

Security

Although we use security measures to help protect your Personal Data against loss, misuse or unauthorized disclosure, we cannot guarantee the security of information transmitted to us over the internet.

All information you provide to us is stored on secure servers.

Any payment transactions will be encrypted using SSL technology.

How long we store your Personal Data

We will store your Personal Data, in a form which permits us to identify you, for no longer than is necessary for the purpose for which the Personal Data is processed. We may retain and use your Personal Data as necessary to comply with our legal obligations, resolve disputes, and enforce our

agreements and rights, or if it is not technically reasonably feasible to remove it. Consistent with these requirements, we will try to delete your Personal Data quickly upon request.

Retention

We will retain your information for as long as your account is active or as needed to provide you with our Site. If you wish to cancel your account or request that we no longer use your information to provide you service, contact us at secretariat@apcb2021.com. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. We maintain one or more databases to store your Personal Data and may keep such information indefinitely.

Where we store your personal data

The Personal Data that you provide to us is generally stored on servers located in the Malaysia. If you are located in another jurisdiction, you should be aware that once your Personal Data is submitted through our Site, it will be transferred to our servers in the Malaysia

Cookies and Do Not Track policy

We use cookies for anonymous tracking data.

Links to third party sites and services

Our Sites may contain links to third party websites, applications and services not operated by us. These links are provided as a service and do not imply any endorsement by us of the activities or content of these sites, applications or services nor any association with their operators. Company is not responsible for the privacy policies or practices of any third party including websites or services directly linked to our Service. We encourage you to review the privacy policies of any third party site that you link from our Service.

Your rights

Correction and removal

If any of the information that we have about you is incorrect, or you wish to have information (including Personal Data) removed from our records, you may do so by contacting us at secretariat@apcb2021.com.

Opting out

Additionally, if you prefer not to receive marketing messages from us, please let us know by clicking on the unsubscribe link within any marketing message that you receive, by emailing us secretariat@apcb2021.com.

SECTION 7 - INTELLECTUAL PROPERTY

All intellectual property rights in and to the Virtual Event, the Virtual Event content, and all materials distributed at or in connection with the Virtual Event are owned by MABIP, or the Virtual Event sponsors or speakers presenting at the Virtual Event. You may not use or reproduce or allow anyone to use or reproduce any trademarks or other trade names appearing at the Virtual Event, in any Virtual Event content or in any materials distributed at or in connection with the Virtual Event for any reason without the prior written permission of MABIP.

SECTION 8 - DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY

MABIP gives no warranties in respect of any aspect of the Virtual Event or any materials related thereto or offered at the Virtual Event and, to the fullest extent possible under the laws governing this Agreement, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness, and merchantability. The Virtual Event is provided on an “as-is” basis. The views, opinions, and positions expressed by the speakers, attendees, or sponsors at the Virtual Event are theirs alone and do not necessarily reflect the views, opinions, or positions of MABIP or any employee thereof. Virtual Event makes no representations as to accuracy, completeness, timeliness, suitability, or validity of any information presented by speakers, attendees, or sponsors at the APCB

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