

Terms of Use & Privacy Policy For MICE Buyer Database & Website

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TERMS OF USE

1.0 DESCRIPTION

- 1.1 Sri Lanka Convention Bureau (SLCB), a statutory board established under the Tourism Act No. 38 of 2005, and its officers, agents, employees, and content providers (referred to below as “SLCB” or “we” or “us” or “our”) maintain this website and/or MICE database that links to these Terms of Use for the MICE Buyer Database and Website. This is in efforts to promote Sri Lanka as a destination for international meetings, incentive tours, conferences and exhibitions (MICE tourism) and to assist local organizations engaged in international MICE tourism.
- 1.2 In these Terms of Use; “MICE Buyer Database” refers to SLCB’s database and its search service made available on the SLCB website which contains data of foreign MICE buyers including but not limited to the type of contact, subject area, name of organization, name of contact person, designation, address, city, post code, country, telephone number, fax number, email address, website, event where contact was made and type of events organized by the given MICE buyer. These collections of data, managed by SLCB are provided in a number of machine-readable formats, and may also be displayed in formats such as tables and charts.
- 1.3 We encourage you to use the information, contacts and data contained in the MICE Buyer Database as well as on the website (together referred to as the “Materials”) along with communications tools designed to facilitate this use.
- 1.4 SLCB provides you with access to these Materials and communication tools (including those from the various content providers) free of charge, and your access to and use of the same, and any new tools made available by us that alter or improve your use of the Materials are subject to the terms of this agreement (these “Terms of Use”).
- 1.5 Please read these Terms of Use carefully before you start to use the Materials and communication tools. By using the Materials and communication tools, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Materials or communication tools.

2.0 COMMENTS

We encourage you to share your suggestions and ideas for using or facilitating access to the Materials with SLCB by contacting us at + 94 11 4865050/1, + 94 11 2440002 or by sending an email to slcb@sltnet.lk.

3.0 LICENSES

- 3.1 Upon registration, a user will have license to access the MICE Buyer Database till 31st of March of a given year. Regardless of when the user may have registered, all licenses will be cancelled and access denied after this date. To continue using MICE Buyer Database, a user must re-register.
- 3.2 You may use the Materials strictly for marketing and promotional purposes of your goods and services towards the furtherance of MICE tourism in Sri Lanka. You may extract, download, and make copies of the information contained in the Materials, and you may share that information with third parties, **excluding companies which are not registered in Sri Lanka or any of Sri Lanka' s MICE tourism competitors**. If you are unsure who prohibited third parties may be, please email us at slcb@slt.net.lk for clarification.
- 3.3 You may make commercial uses of the Material, but you may not make any derivative work, including without limitation reselling them, charging to access them, charging to redistribute them, or charging for derivative works based on them, without the prior written consent of the SLCB.
- 3.4 The foregoing limited license rights are conditioned upon your providing proper attribution to SLCB, consistent with the following format: "SLCB authorizes the use of this material subject to the Terms of Use & Privacy Policy for the MICE Buyer Database and website, which is located at ,
[http://www.database.visitsrilanka.net/manuel/SLCB Terms of Users.pdf](http://www.database.visitsrilanka.net/manuel/SLCB_Terms_of_Users.pdf)

4.0 ATTRIBUTION

- 4.1 By using the Materials, you agree to provide attribution to SLCB and its content providers consistent with the following format: "SLCB authorizes the use of this material subject to the Terms of Use & Privacy Policy located at,
[http://www.database.visitsrilanka.net/manuel/SLCB Terms of Users.pdf](http://www.database.visitsrilanka.net/manuel/SLCB_Terms_of_Users.pdf) "
- 4.2 When sharing or facilitating access to the Materials, you agree to include the same acknowledgment requirement in any sub-licenses of the data that you grant, and a requirement that any sub-licensees do the same. You may meet this requirement by providing the uniform resource locator (URL) of these terms of use.

5.0 NO ENDORSEMENT

- 5.1 You may not publicly represent or imply that SLCB is participating in, or has sponsored, approved, or endorsed the manner or purpose of your use or reproduction of the Materials.
- 5.2 SLCB shall be entitled to prosecute, to the fullest extent of the law, any use of the Materials in a manner that falsifies, misrepresents, disparages, or fraudulently uses the Materials.

6.0 NO ASSOCIATION

- 6.1 The name SLCB (Sri Lanka Convention Bureau) and all related names, logos, product and service names, designs and slogans are trademarks of SLCB. You may not use any such trademark, official mark, official emblem, or logo of SLCB or any of its other means of promotion or publicity, without the prior written consent of SLCB, nor in any event to represent or imply an association or affiliation with SLCB or any of such member institution.
- 6.2 All other names, logos, product and service names, designs and slogans on MICE Buyer Database and website are the trademarks of their respective owners.

7.0 ACCESSING SLCB'S MICE DATABASE; USERNAMES AND INTERACTIVE TOOLS

- 7.1 In order to access certain portions and features of the MICE Buyer Database, you have to create a "username" and complete an account registration process. If you do so, you agree to provide accurate, current, and complete information about yourself and your company as prompted by the database's registration forms. Please note that submission of forged documents and/or misrepresentation of account information could instigate penal action.
- 7.2 SLCB may in its absolute discretion admit registrations and grant access to those portions and features of the website and/or MICE Buyer Database if it deems fit, or reject such registrations. SLCB's decision shall be final and conclusive, and the officers, agents, employees or content providers shall not be called to give reasons for its decision.
- 7.3 You also agree to update your account information in a prompt manner in order to keep it true, accurate, current and complete so that at all times it correctly represents your professional affiliation and ability to transact business.
- 7.4 As permission to access the MICE Buyer database weighs heavily upon your company's membership with a professional body (eg: SLAPCEO, SLAITO, THASL and ASMET), in the event your company ceases to become a member of the said professional body, please notify SLCB immediately. Failure to do so will amount misrepresentation of your account information and unauthorized use of the Database.
- 7.5 You agree that all information you provide to register through this database or otherwise, including but not limited to the use of any interactive features or databases on the website, is governed by our Privacy Policy, (which is hereby incorporated herein by reference), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.
- 7.6 You are responsible for maintaining the confidentiality of your account password and username, and are fully responsible for all activities that occur under your

password or username. Please immediately notify SLCB of any unauthorized use of your password or username or any other breach of security.

- 7.7 In the event a user with access to the database ceases employment with the company registered on the MICE Buyer Database, it is the sole responsibility of the registered company to inform SLCB immediately, so that a new account may be created with a new username and password. The company is fully responsible for all activities that occur under a password or username after the cessation of employment of a user.
- 7.8 SLCB reserves the right, at its sole discretion for any reason or no reason at any time and from time to time and with or without notice to you, to modify or discontinue, temporarily or permanently, access to the MICE Buyer Database and/or website (or any part thereof) or to terminate your username and account and/or your access to the MICE Buyer Database and/or website (or any part thereof).

8.0 INTELLECTUAL PROPERTY RIGHTS

The Database and its entire contents, features and functionality (including but not limited to all Posts, information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by SLCB or other providers of such Material and are protected under international copyright, trademark, patent, trade secret or other intellectual property or proprietary rights laws.

9.0 USE OF MICE BUYER DATABASE AND WEBSITE

- 9.1 Prohibited Uses: You may use the Materials and communication tools only for lawful purposes. The website or MICE Buyer Database may contain tools that enable you to "Post" (i.e., upload, post, make available, communicate, send, share, or transmit) Materials (collectively referred to as "Interactive Tools"). You agree not to use the website or the MICE Buyer database, including the Interactive Tools, to do any of the following:
- a. Violate any applicable law or encourage or provide instructions to another to do so.
 - b. Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
 - c. Post any infringing, obscene, indecent, or unlawful material or information.
 - d. Misrepresent your identity, including by impersonating SLCB or staff thereof.
 - e. Collect or store personal information about anyone.
 - f. Transmit, or procure the sending of, any advertising or promotional material not related to furtherance of MICE in Sri Lanka [without our prior written consent], including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
 - g. Provide any investment advice or otherwise violate applicable securities laws, or undertake or promote other commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising not related to furtherance of MICE in Sri Lanka

- h. Upload or attach files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
 - i. Delete any author attributions, legal notices, or proprietary designations or labels in any file that is uploaded.
 - j. Edit the Database or to modify any of its contents.
 - k. Falsify the origin or source of software or other material contained in a file that is uploaded.
 - l. Download any file posted by another User that you know, or reasonably should know, cannot be legally distributed in such manner.
 - m. Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the MICE Buyer Database and/or website, the server on which these are stored, or any server, computer or database connected to the MICE Buyer database and/or website.
 - n. Attack the MICE Buyer Database and/or website via a denial-of-service attack or a distributed denial-of-service attack.
- 9.2 You further acknowledge that exchanges using Interactive Tools are public and not private communications. Therefore, any of your Posts will be considered available for public use and distribution as provided herein.
- 9.3 You represent and warrant that:
- a. You own or control all rights in and to your Posts and have the right to grant the license granted above to us and our affiliates, business partners and service providers, and each of their and our respective licensees, successors and assigns.
 - b. All of your Posts do and will comply with these Terms of Use.
 - c. You understand and acknowledge that you are responsible for any of your Posts, that Postings by you and other users are not endorsed by SLCB, and such Postings should not be considered reviewed, screened, or approved by SLCB. SLCB may or may not review Materials that you Post, but it shall have the right (but not the obligation) in its sole discretion to review, reject, or remove any and all Posts at any time for any or no reason whatsoever with or without notice to you.
 - d. You hereby grant SLCB a royalty-free, irrevocable, transferrable, sub licensable, and non-exclusive perpetual license throughout the universe for use in any and all media whether now known or hereafter devised to use and exploit (including without limitation by reproduction, distribution, public display, adaptation, and/or public performance) any and all Materials that you Post.

9.4 Procedure for Sending Complaints Regarding Materials

If you believe that your rights, or the rights of a third party, are being violated in any way by any Materials on the MICE Buyer Database or website, please contact us at:

Address: 4th Floor, Hotel School Building, No 78, Galle Road, Colombo -03, Sri Lanka
 Telephone: + 94 11 4865050/1, + 94 11 2440002
 Fax: + 94 11 2472985
 Email address: slcb@slt.net.lk

We will work to prevent unlawful activity from taking place on or through the MICE Buyer Database and website.

10.0 DISCLAIMERS OF WARRANTIES

- 10.1 YOU USE THE MATERIALS AND COMMUNICATION TOOLS ON THE WEBSITE AND MICE BUYER DATABASE AT YOUR SOLE RISK. SLCB PROVIDES THESE MATERIALS AND TOOLS AS "IS" AND "AS AVAILABLE". SLCB EXPRESSLY DISCLAIMS TO THE FULL EXTENT PERMITTED BY LAW ALL WARRANTIES OF ANY KIND RELATED TO THE MATERIALS AND COMMUNICATION TOOLS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- 10.2 YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM YOUR USE OF THE MATERIALS AND COMMUNICATION TOOLS. SLCB MAKES NO WARRANTY THAT
- a. THE MATERIALS AND TOOLS WILL MEET YOUR REQUIREMENTS;
 - b. THE WEBSITE AND MICE BUYER DATABASE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE;
 - c. THE RESULTS OF THE MATERIALS AND TOOLS WILL BE ACCURATE OR RELIABLE;
 - d. THE QUALITY OF ANY PRODUCTS, SERVICES, OR MATERIAL OBTAINED BY YOU THROUGH THE WEBSITE OR MICE BUYER DATABASE WILL MEET YOUR EXPECTATIONS; OR
 - e. THE WEBSITE, MICE BUYER DATABASE, ITS SERVERS OR COMMUNICATIONS SENT FROM SLCB WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- 10.3 NO INFORMATION OBTAINED BY YOU FROM SLCB OR THROUGH THE WEBSITE OR MICE BUYER DATABASE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE.
- 10.4 Other parties may have ownership interests in some of the Materials contained on the website or MICE Buyer Database. SLCB in no way represents or warrants that it owns or controls all rights in all Materials, and SLCB will not be liable to you for any claims brought against you by third parties in connection with your use of any Materials.

- 10.5 Nothing in the website or MICE Buyer Database or any Materials shall be construed, implicitly or explicitly, as containing any investment recommendations. Neither do they constitute an offer of or an invitation by or on behalf of SLCB to purchase or sell any shares or securities, nor should it be considered as investment advice.
- 10.6 The website or MICE Buyer Database may contain links to third-party websites. The linked websites are not under the control of SLCB, which is not responsible for the contents of any linked website or any link contained in a linked website. SLCB does not endorse the links to websites.

11.0 LIMITATION OF LIABILITY

- 11.1 Under no circumstances, including, but not limited to, negligence, shall SLCB or any other content provider, be liable for any direct, indirect, incidental, special, EXEMPLARY, or consequential damages ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING FOR CLAIMS ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE WEBSITE OR MICE BUYER DATABASE OR INABILITY TO ACCESS THE SAME), even if SLCB has been advised of the possibility of such damages. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.
- 11.2 You specifically acknowledge and agree that SLCB is not liable for any conduct of any User. You hereby release SLCB from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with the conduct of any User.
- 11.3 The website and / or MICE Buyer Database may contain advice, opinions, and statements of various content providers. SLCB does not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information provided by any content provider, or any User of this website or the MICE Buyer Database, or other person or entity. Reliance upon any such opinion, advice, statement, or other information shall also be at your own risk.
- 11.4 SLCB shall not be liable to you or anyone else for any inaccuracy, error, omission, interruption, timeliness, completeness, deletion, defect, failure of performance, computer virus, communication line failure, alteration of, or use of any Materials (including content therein), regardless of cause, for any damages resulting there from.

12.0 INDEMNIFICATION

- 12.1 As a condition of use of the website and /or MICE Buyer Database, you agree to indemnify SLCB from and against any and all actions, claims, losses, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of your use of the same, including without limitation any claims alleging facts that if true would constitute a breach by you of these Terms of Use.

- 12.2 You will cooperate as fully as reasonably required in the defense of any such claim. SLCB reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any matter without the written consent of SLCB.

13.0 GOVERNING LAW

- 13.1 Any doubt, difference dispute, controversy or claim arising from, out of or in connection with this contract, or on the interpretation thereof or on the rights, duties, obligation, or liabilities of any parties thereto or on the operation, breach, termination or invalidity thereof, which cannot be amicably settled between the parties to such dispute by negotiation, shall be settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Centre of the Institute for the Development of Commercial Law and Practice in Sri Lanka. Any resulting arbitration decision shall be final and binding on both parties. Judgment upon any arbitration award in favor of SLCB may be entered in any court having jurisdiction thereof.
- 13.2 Terms of Use for the MICE Buyer Database and/or website and the relationship between you and SLCB shall be governed by the laws of the Democratic Socialist Republic of Sri Lanka as an agreement wholly performed therein without regard to its conflict of law provisions.

14.0 PRESERVATION OF IMMUNITIES

Nothing herein shall constitute or be considered to be a limitation upon or a waiver of the privileges and immunities of SLCB, which are specifically reserved.

15.0 MISCELLANEOUS

- 15.1 These Terms of Use may be amended by SLCB from time to time at our sole discretion. Upon amendment, we will notify you via the email address provided at the registration and also place a notice on our homepage. Please periodically review the controlling version of these Terms of Use. All changes are effective immediately when we post them. By continuing to use the website or MICE Buyer Database subsequent to SLCB making available an amended version of these Terms of Use, you thereby acknowledge, agree, and consent to such amendment.
- 15.2 The failure of SLCB to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. No waiver by SLCB of any provision of this Agreement shall be binding except as set forth in writing and signed by its duly authorized representative.
- 15.3 These Terms of Use are fully assignable by SLCB and will be binding upon and inure to the benefit of our successors and assigns.

- 15.4 No agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by these Terms of Use. You agree not make any public statements that assert or imply any relationship with SLCB, unless you have SLCB's prior written approval.
- 15.5 If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the court should nevertheless endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect.
- 15.6 SLCB reserves all rights not expressly granted under these Terms of Use, and no other rights are granted by implication or estoppel or otherwise.
- 15.7 The headings in these Terms of Use are for convenience only and have no legal or contractual effect.

PRIVACY POLICY

This statement discloses the privacy practices for SLCB.

SLCB has adopted a set of information management guidelines that serve as the basis for its relationship with users. These guidelines have been developed with the recognition that digital technologies and underlying business models are rapidly evolving, and that these guidelines are accordingly subject to change. Any such changes will be posted on this page.

SLCB is not responsible for the content or the privacy policies of websites to which it may link.

1.0 WHAT INFORMATION DOES SLCB GATHER/TRACK ABOUT YOU THROUGH ITS MICE BUYER DATABASE AND WEBSITE?

- General registration: During the free registration process for the use of certain pages of SLCB websites, access to certain services, such as the SLCB newsletters, MICE Buyer Database and electronic registration at SLCB conferences and meetings, we may require you to supply demographic, contact & professional profile information (name of organization, name of contact person, designation, address, country, telephone number, fax number, email address, website, type of events organized by the company, documentary and/or other proof of professional memberships, your professional affiliation and ability to transact business).
- Subscribers must be of an age such that, according to the laws in force in their country of residence the Disclaimer will be binding on the Subscriber. For this reason, we reserve the right on occasion to request subscribers to disclose their date of birth.
- For subsequent electronic correspondence concerning for example, the MICE Buyer Database, we may request you to supply a unique subscriber ID or username assigned at the time of initial registration.
- IP addresses: SLCB also logs IP addresses, or the location of your computer on the Internet, for systems administration, statistical and troubleshooting purposes.

2.0 WHAT DOES SLCB DO WITH THE INFORMATION?

- Contact: We may contact you regarding account status, to confirm registration and to advise you of major changes to the system.
- E-mail: Using the e-mail addresses and preferences you provided at registration, we may periodically send you information or promotional e-mail about services, events or publications offered by SLCB.
- Statistical analysis: We may perform statistical analyses of the behavior of users of our website and the MICE Buyer Database in order to measure interest in the various areas of the same.

3.0 WITH WHOM DOES SLCB SHARE THE INFORMATION?

- Third parties: SLCB will not provide personal information about you supplied electronically as an individual subscriber to any third party without your consent.

- Aggregate disclosure only: SLCB will disclose information supplied electronically to third parties only in aggregate form.
- Disclosure: SLCB will provide you all of your personal information provided electronically at registration upon request. This information will only be sent to the e-mail address on file or when the request is supported by the subscriber ID associated with it.
- Fora: Any information you disclose when posting a message in any fora, listservers and message boards which SLCB may offer, becomes public. Moreover, subscribers who post a message in SLCB fora and similar services may make their e-mail address available to others through a feature of SLCB fora software, which could result in unsolicited e-mail from other subscribers or parties, for which SLCB declines responsibility.

4.0 CORRECTIONS AND CANCELLATIONS

- It is your responsibility to login and correct any erroneous personal and/or company information, ensuring that you update your account information in a prompt manner as required by clause 7.3 of the Terms of Use for MICE Buyer Database and website.
- Upon request, we will remove you and your information provided electronically from our database, thereby cancelling your registration. To request a cancellation, please call on + 94 11 4865050/1, + 94 11 2440002 or send an e-mail to slcb@slt.net.lk.