

Event Organiser Terms & Conditions
EventElephant

TERMS AND CONDITIONS FOR EVENT ORGANISERS

1. Introduction

When you register on an EventElephant Website as an event organiser using our services you (“**Event Organiser**” “**you**” “**your**” “**yours**”) accept the following terms and conditions for use of EventElephant Websites and EventElephant Services by Event Organisers (the “**Organiser Terms**”). These Organiser Terms set out your rights and obligations and those of EventElephant Limited (“**us**”/“**our**”/“**we**”) in relation to the services offered by us through this website or any of our other websites including our various top-level domains as well as various sub-domains and aliases of these domains (hereinafter collectively known as “**EventElephant Websites**”). Before you click on the “SUBMIT” button at the end of the registration process, please carefully read these Organiser Terms and our Privacy Statement. By registering on EventElephant Websites you are consenting to be bound by these Organiser Terms and our Privacy Statement. If you do not agree to these Organiser Terms or the Privacy Statement please refrain from registering as an Event Organiser.

2. Definitions

In these Organiser Terms the following terms shall have the meanings set out below:

- 2.1 “**Account**” means an EventElephant Website account.
- 2.2 “**Authorise**” or “**Authorisation**” means you authorise a merchant (such as us) to collect a payment from your Account.
- 2.3 “**Balance**” means any money/funds that you have in your Account. The terms “money” and “funds” are used interchangeably in these Organiser Terms.
- 2.4 “**Business Days**” means Monday through Friday, excluding bank holidays and public holidays in Ireland and/or the country in which the Event is being held.
- 2.5 “**Claim**” means any claim that is the result of a Chargeback.
- 2.6 “**Chargeback**” means a request that an Event Attendee or Event Organiser files directly with his or her credit card company or credit card issuing bank to invalidate a payment.
- 2.7 “**EventElephant Services**” includes our web-based event management solution for Event Organisers to organise Events together with certain ancillary event management services as may be provided from time to time.
- 2.8 “**Events**” events organised by Event Organisers and which are facilitated by us through EventElephant Websites.
- 2.9 “**Event Attendee**” means a User who registers on an EventElephant Website to attend an Event.
- 2.10 “**Event Organiser**” means a User who registers on an EventElephant Website to organise an Event.
- 2.11 “**Reserve**” means a percentage of the funds received into your Account that we hold in order to protect against the risk of Reversals, Chargebacks, Claims or any other liability related to your Account and/or use of EventElephant Services.

- 2.12 **“Restricted Activities”** means those activities described in sections 22 & 25 of these Organiser Terms.
- 2.13 **“Reversal”** means a process that cancels a transaction before the payment is processed by the cardholder’s bank.
- 2.14 **“Ticket(s)” “Ticketed”** means any email or other written confirmation including tickets, passes or reservations that an Event Attendee has paid for and/or will attend an Event.
- 2.15 **“User”** means any user of EventElephant Services or EventElephant Websites including Event Organisers and Event Attendees.

3. **Information about Us**

If you have any questions about these Organiser Terms or the Privacy Statement, please contact us at webmaster@eventelephant.com. EventElephant Limited is an Irish company registered under company number 452571 with its registered address at 56 Lansdowne Road, Dublin 4, Ireland. Our VAT number is IE9681179C.

4. **Contract formation**

When you click on the “SUBMIT” button at the end of the registration process you accept these Organiser Terms and a contract or legally binding agreement has been formed between you and us.

We offer EventElephant Services to Event Organisers. Event Organisers may enter into legally binding agreements with Event Attendees regarding an Event including disposal of any Tickets for that Event. We act as a mere facilitator for and on behalf of the Event Organiser in this regard.

The Event Organiser authorises us to act for and on its behalf in providing the EventElephant Services as may be required by the Event Organiser from time to time, which may include selling Tickets to Event Attendees for Ticketed Events, carrying out payment processing for and on your behalf, shipping Tickets to Event Attendees, sending payment reminders to Event Attendees and/or any other applicable services under the instruction of the Event Organiser.

The Event Organiser must decide upon all logistical arrangements for Events including choosing the method for shipment of Tickets to Event Attendees for Ticketed Events, whether Tickets shall be delivered by post, available for collection at Event venues, sent by email or otherwise.

The Event Organiser agrees that it will not hold us responsible and we accept no liability for your or other Users’ (including Event Attendees) Contributions, actions, inactions or offline conduct. We accept no liability for any matter related to an Event and we have no control over and do not guarantee the quality, safety or legality of Events or the truth or accuracy of Contributions.

5. **Registration**

You warrant that all of the information provided in connection with your registration as an Event Organiser is in compliance with these Organiser Terms, is accurate and that you are at least 18 years old at the date of registration. If you are under the age of 18, you may not register as an Event Organiser.

6. **Fees – YOUR ATTENTION IS DRAWN TO THIS CONDITION**

For personal events, we do not charge you for the use of EventElephant Services unless you decide to charge an attendance fee to Event Attendees to attend an Event and you utilise our Events

payment service (see section 9 below). In this case, we charge fees to Event Organisers in respect of different EventElephant Services and these are published on EventElephant Websites or otherwise notified to you from time to time.

It is your responsibility as Event Organiser to determine the price for Tickets for your Ticketed Event. You can elect whether the additional fees payable to us are included within the base price or otherwise.

All applicable fees are due to us even if an Event is cancelled or postponed and are charged in the currency from where the booking is made.

7. **YOUR RIGHTS TO CANCEL – “Cooling Off”**

We begin providing the EventElephant Services as soon as you have click on the “SUBMIT” button at the end of the registration process. You agree that the EventElephant Services begin at this point and, accordingly, no withdrawal right or other “cooling off” period applies to EventElephant Services except if the law requires a “cooling off” period even when EventElephant Services begin right away.

8. **Change of Event**

Event Organisers must notify us in writing immediately if any Ticketed Event is (or is likely to be) cancelled, postponed or materially changed (e.g. a change in the date, time or venue of the Event etc.).

9. **Accounting & Payments**

The terms set out in this section apply to Event Organisers who utilise our Events payment service.

- a. **Sending Limits.** We may, at our discretion, impose limits on the amount of money you can send through EventElephant Websites.
- b. **Payment method.** In order to manage risk, we may limit the payment method available for a transaction. If we limit the payment method, we will alert you that there is a higher-than-normal level of risk associated with the payment. Such a notice does not mean that either party to the transaction is acting in a dishonest or fraudulent manner. It means there may be a higher-than-normal level of risk associated with the transaction. You may choose to continue with the transaction with the understanding that you may have fewer avenues available for dispute resolution should the transaction turn out to be unsatisfactory, together all charges associated with a fraudulent transaction will be incurred by you.
- c. **Payment Process.** We will endeavour to transfer any Event Attendee funds being held by us on your behalf, net of any fees outstanding to us, to you within **14 business days** of the completion of the event. We reserve the right to enter alternative arrangements with you regarding the transfer of funds.
- d. **Funds held on Trust.** If an Event Attendee utilises our Event payment service, subject to the provisions of Section 9 – Accounting & Payments, we shall hold in our Client Trust Merchant Bank Account on trust for and on behalf of the Event Attendee funds received by us from the Event Attendee(s) (net of any fees, taxes or other deductions), pending completion of the Event. Upon completion of the Event, subject to the provisions of Section 9 - Accounting & Payment, we shall hold in our Client Trust Merchant Bank Account on trust for and on behalf of the Event Organiser funds received by us from the Event Attendee (net of any fees, taxes or other deductions), pending transfer of the appropriate monies to you. Where you operate your own merchant account or PayPal account, these trust

provisions do not apply since any funds deposited in such accounts are not under the control of EventElephant.

- e. **Payment Review.** Payment review is a process by which we will review certain potentially high-risk transactions (“**Payment Review**”). If a payment is subject to Payment Review, we will place a hold on the payment and notify you. We will conduct a review and either clear or reverse the payment. If the payment is cleared, we will notify you, otherwise, we will reverse the payment and the funds will be returned to the Event Attendee. All payments that clear will be available for viewing on your reports.
- f. **Risk of Reversals, Chargebacks and Claims.** When you receive a payment, you are liable to us for the full amount of the payment plus any fees if the payment is later invalidated for any reason. This means that, in addition to any other liability, you will be responsible for the amount of the payment, plus any applicable fees if you lose a Claim or a Chargeback, or if there is a Reversal of the payment. You agree to allow us to recover any amounts due to us by debiting your Balance. If there are insufficient funds in your Balance to cover your liability, you agree to reimburse us through other means.
- g. **Chargeback Process.** In the event of a Chargeback, we will determine whether we should dispute the Chargeback with the credit card company. If we dispute the Chargeback, we will place a temporary hold on the disputed funds in your Balance until the credit card company makes a decision. The credit card company, not us, will determine who wins the Chargeback.
- h. **Taxes.** It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.
- i. **Transfer Money in Multiple Currencies.** We will transfer funds to you in your local currency where possible, however, we reserve the right to send such to you in Euro. You are responsible for exchange rate differences and fees as may be applicable.
- j. **Your Liability - Actions We May Take**
 - i. **Your Liability.** You are responsible for all Reversals, Chargebacks, Claims, fees, fines, penalties and other liability incurred by us, a User, or a third party caused by or arising out of your breach of these Organiser Terms, and/or your use of EventElephant Websites or EventElephant Services. You agree to reimburse us, a User, or a third party for any and all such liability.
 - ii. **Account Closure or Termination of Service.** We, in our sole discretion, reserve the right to terminate these Organiser Terms, access to EventElephant Websites, or access to EventElephant Services for any reason and at any time upon notice to you and payment to you of any unrestricted funds held in custody for you. If we close your Account or terminate your use of EventElephant Services for any reason, we will provide you with notice of our actions.
 - iii. **Reserves for Accounts.** We may, at our sole discretion, place a Reserve on funds held in your Account when we believe there may be a high level of risk associated with your Account. If we place a Reserve on funds in your Account, they will be shown as “pending” in your Balance. If your Account is subject to a Reserve, we will provide you with notice specifying the terms of the Reserve. Such terms may require that a certain percentage of the

amounts received into your Account are held for a certain period of time, or that a certain amount of money is held in Reserve, or anything else that we determine is necessary to protect against the risk associated with your Account. We may change the terms of the Reserve at any time by providing you with notice of the new terms.

- k. **Identifying Errors and/or Unauthorised Transactions.** You can inspect your transaction history at any time by logging into your Account on EventElephant Websites and clicking the user account tab. It is very important that you immediately notify us if you have reason to believe any of the following activities has occurred: (i) there has been an unauthorised transaction on your Account; (ii) there has been an unauthorised access to your Account; (iii) your Security Code has been compromised; or (iv) you do not recognise an Event Attendee from your initial invitation and/or there is a suspect Event Attendee
- l. **Notifying EventElephant of Errors and/or Unauthorised Transactions.** To notify us if you believe there has been or will be an error or unauthorised transaction on or unauthorised access to your Account, please email finance@eventelephant.com.
- m. **Cancellation.** At the discretion of EventElephant a cancellation fee will be applied on events that are cancelled and had bookings. The cancellation fee will be E250 and this will be converted to the relevant currency on your event. This cancellation fee excludes payment charges. This is effective for all events created after August 1st 2011.

10. **Warranty of the Event Organiser**

You warrant to us that: (i) there is no agreement between you and a venue, or the owner or user of a venue, or any other third party, which would prevent you from using the EventElephant Services in accordance with these Organiser Terms; (ii) you have the right to enter into these Organiser Terms with us, including the right to authorise us in accordance with these Organiser Terms to act as your event management solution service provider and to sell Tickets for Ticketed Events on your behalf and instruction.

11. **Duties of the Event Organiser**

You must:

- 11.1 use the EventElephant Services in accordance with all applicable laws and in a manner that respects the rights of Users and other third parties. In particular, it is your duty to comply with applicable competition law, data protection law, laws regarding consumer protection as well as respecting the intellectual property rights of third parties. You must provide Event Attendees with all information required by applicable law including information regarding your identity and any necessary information regarding Event Attendees' "cooling off" rights where applicable. You hereby indemnify us and keep us indemnified (including our directors, agents, servants and employees) against all losses, costs, charges, demands, proceedings, damages, actions, expenses and claims howsoever incurred by us as a result of your use of EventElephant Websites or EventElephant Services or any breach by you of any of these Organiser Terms;
- 11.2 inform EventElephant immediately about any change of your name, company name, address, legal form or bank details by contacting us at webmaster@eventelephant.com;
- 11.3 not use the EventElephant Services for illegal or immoral purposes such as organising extremist, racist, terrorist, pornographic, obscene or violent Events; and/or

- 11.4 not reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of EventElephant Websites without expressly being authorised to do so by us the relevant copyright owner.

12. **Termination**

In addition to that already provided, we may, at our option and in our sole and absolute discretion, terminate these Organiser Terms relating to EventElephant Services by giving you notice upon the occurrence of any of the following events:

- 12.1 if you breach any terms and/or condition of these Organiser Terms;
- 12.2 if you (being a company) become insolvent or enter into liquidation whether voluntarily or compulsory or make any arrangement or composition with its creditors or have a receiver appointed over all or any part of your assets or take or suffer any similar action in consequence of a debt in any part of the world or if an examiner is appointed in respect of you; or
- 12.3 if you (being an individual) become bankrupt or suffer any similar action in consequence of a debt in any part of the world.

13. **Accessing EventElephant Websites**

Access to EventElephant Websites is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on EventElephant Websites without notice. We will not be liable if for any reason EventElephant Websites are unavailable at any time or for any period.

From time to time, we may restrict access to some parts of EventElephant Websites, or entire EventElephant Websites, to Users and/or those who have registered with us.

If you choose, or you are provided with, a User identification code, password or any other piece of information as part of our security procedures ("**Security Code**"), you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any Security Code, whether chosen by you or allocated by us, at any time at our sole discretion or, if in our opinion you have failed to comply with any of the provisions of these Organiser Terms.

You are responsible for making all arrangements necessary for you to have access to EventElephant Websites. You are also responsible for ensuring that all persons who access EventElephant Websites using your Security Code are aware of these Organiser Terms, and that they comply with them and you are responsible for all acts deeds and omissions when your Security Code is used in connection with the EventElephant Websites.

14. **Intellectual property rights**

We are the owner or the licensee of all intellectual property rights in EventElephant Websites, and in the material published on them. Those works are protected by applicable intellectual property and other laws around the world. All such rights are reserved.

In respect of all material that you submit to or post on EventElephant Websites, you grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, adapt, publish, translate and distribute such material in any media, together with the right to sub-licence such rights.

You may print off one copy, and may download extracts, of any page(s) from EventElephant Websites only when you are specifically invited to or as required to use such and you may draw the attention of others within your organisation to material posted on EventElephant Websites.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of material on EventElephant Websites must always be acknowledged.

You must not use any part of the materials on EventElephant Websites for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of EventElephant Websites in breach of these Organiser Terms, your right to use EventElephant Websites will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

15. Reliance on information posted

We merely provide you with an electronic platform to facilitate communication with other Users, and only provide those technical applications that facilitate communication amongst Users. As regards content, EventElephant does not take part in and disclaims all liability arising from communications amongst Users.

We do not make any warranties or representations regarding any data and/or information provided or made available by you or any other User on any EventElephant Website or on any external websites linked to them. In particular, we do not warrant or represent that such data and/or information is true or accurate, or that it fulfils or serves any particular purpose.

If you enter into agreements with other Users through EventElephant Websites, we shall not be a contracting party to such agreements. You alone together with other contracting Users are responsible for the execution and/or fulfilment of agreements that you enter. We shall not be liable in the event that you are unable to contact other Users through EventElephant Websites. We shall not be liable for breaches of any agreements entered into between you and other Users.

Commentary and other materials posted on EventElephant Websites are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to EventElephant Websites, or by anyone who may be informed of any of their contents.

16. Registration & minors

You warrant that all of the information provided in connection with your registration is accurate. You must be at least 18 years old to register as an Event Organiser.

Each registration is for a single User only. We do not permit you to share your username and/or Security Code with any other person nor with multiple users on a network. You may register with us more than once, however, each registration will be a separate Account and a separate contract with you.

It is impossible for us to determine with any degree of certainty whether any User is in fact the person he or she represents to be. Accordingly, we accept no liability for the actual identity of any User. You are solely responsible for verifying the actual identity of other Users.

17. EventElephant Websites change regularly

We aim to update EventElephant Websites regularly, and may change the content at any time. If the need arises, we may suspend access to EventElephant Websites, or close some or all of them

indefinitely. Any of the material on EventElephant Websites may be out of date at any given time, and we are under no obligation to update such material.

18. **Our liability – YOUR ATTENTION IS DRAWN TO THIS CONDITION**

- 18.1 This section 18 sets out our entire financial liability to you in respect of any breach of these Organiser Terms by us or our negligence.
- 18.2 Where you are contracting in the course of a business all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Organiser Terms.
- 18.3 Nothing in this section 18 limits or excludes our liability:
 - 18.3.1 for death or personal injury resulting from negligence; or
 - 18.3.2 for any damage or liability incurred by you as a result of our fraud; or
 - 18.3.3 for any other liability that cannot be lawfully limited or excluded under applicable law.
- 18.4 Subject to section 18.3, if we are in breach of these Organiser Terms or are negligent, we will not be liable for any losses that you suffer as result, except those losses which are a foreseeable consequence of the breach.
- 18.5 Subject to section 18.3, our liability for any losses under these Organiser Terms shall be capped at the greater of the fees paid by you to us in respect of the EventElephant Services or the sum of €500.

19. **Data protection**

We process personal information in connection with your registration as an Event Organiser in accordance with our Privacy Statement. By using EventElephant Services, you consent to such processing and you warrant that all information provided by you is accurate and that you have the consent of all those whose personal data have been disclosed (including Event Attendees), for such processing of their personal data.

We shall only process the personal data of your Event Attendees in accordance with instructions from you as part of the EventElephant Services. We shall only process such personal data to the extent necessary for the provision of the EventElephant Services or as is required by applicable law or any applicable regulatory body.

We shall take appropriate technical and organisational measures in order to secure the confidentiality of the personal data of your Event Attendees, to prevent unauthorised or unlawful processing of such personal data, and to protect against accidental or unlawful destruction, accidental loss, alteration or unauthorised disclosure or access and to otherwise protect the security of such personal data. We will answer your reasonable enquiries to enable you to monitor our compliance with this section.

Attendees that successfully sign up to an event, they will be requested if they wish to receive an email that will enable them to be set up as an Event Organiser. They will have the option Yes or No to receive this email. If they are already an Event Organiser through EventElephant they will not receive this email.

20. **Uploading material to EventElephant Websites**

Whenever you make use of a feature that allows you to upload material to EventElephant Websites, or to make contact with other Users, you must comply with all applicable laws and our Content Standards (see section 25 below). You warrant that any such contribution does comply all applicable laws and with our Content Standards (see section 25 below), and you indemnify us for any breach of that warranty.

Any material you upload to EventElephant Websites will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to EventElephant Websites constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other User.

We have the right to remove any material or posting you make on EventElephant Websites if, in our opinion, such material does not comply with applicable laws or our Content Standards (see section 25 below).

21. **Viruses, hacking and other offences**

You must not misuse EventElephant Websites by knowingly introducing viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware. You must not attempt to gain unauthorised access to EventElephant Websites, the server on which EventElephant Websites are stored or any server, computer or database connected to EventElephant Websites. You must not attack EventElephant Websites via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you may commit a criminal offence and we will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use EventElephant Websites will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of EventElephant Websites or to your downloading of any material posted on them, or on any website linked to it.

22. **Restricted uses**

You may use EventElephant Websites only for lawful purposes. You may not use EventElephant Websites:

- 22.1 In any way that breaches any applicable local, national or international law or regulation.
- 22.2 In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- 22.3 For the purpose of harming or attempting to harm minors in any way.

- 22.4 To send, upload, download, use, re-use or knowingly receive any material which does not comply with our Content Standards (see section 25 below).
- 22.5 To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- 22.6 To transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- 22.7 Not to reproduce, duplicate, copy or re-sell any part of any EventElephant Websites in contravention of the provisions of these Organiser Terms.
- 22.8 Not to access without authority, interfere with, damage or disrupt:
 - 22.8.1 any part of any EventElephant Website;
 - 22.8.2 any equipment or network on which EventElephant Websites are stored;
 - 22.8.3 any software used in the provision of EventElephant Websites; or
 - 22.8.4 any equipment or network or software owned or used by any third party.

You may report any activities of any other User which violate applicable laws and/or these Organiser Terms by emailing us at webmaster@eventelephant.com.

23. **Offline conduct**

Although we cannot monitor your conduct off EventElephant Websites, it is also a violation of these Organiser Terms to use any information obtained from EventElephant Websites in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit or sell to any person without their prior explicit consent. We act as a mere facilitator for Event Organisers by order and for account of Event Organisers. We therefore accept no liability for any matter related to an Event and we have no control over and do not guarantee the quality, safety or legality of Events.

24. **Interactive Services**

We may from time to time provide interactive services on EventElephant Websites, including, without limitation blogs, chat rooms and bulletin boards together (“**Interactive Services**”).

Where we do provide any Interactive Service, we reserve the right to oversee, monitor or moderate any Interactive Service, however, we are under no obligation to do so and we expressly exclude our liability for any loss or damage arising from the use of any Interactive Service by you in contravention of our Content Standards (see section 25 below), whether the service is moderated or not.

25. **Content Standards**

These content standards apply to any and all material which you contribute to EventElephant Websites (“**Contributions**”), and to any Interactive Services associated with them (“**Content Standards**”).

You must comply with the spirit, as well as the letter, of the following standards. The standards apply to each part of any Contribution as well as to its whole.

Contributions must:

- 25.1 Be accurate (where they state facts);
- 25.2 Be genuinely held (where they state opinions); and
- 25.3 Comply with applicable law in any country from which they are posted.

Contributions must not:

- 25.4 Contain any material which is defamatory of any person;
- 25.5 Breach the data protection or privacy rights of any person;
- 25.6 Contain any material which is obscene, offensive, hateful or inflammatory;
- 25.7 Promote sexually explicit material;
- 25.8 Promote violence;
- 25.9 Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- 25.10 Infringe any patent, copyright, database right, trade mark or other intellectual property right of any other person;
- 25.11 Be likely to deceive any person;
- 25.12 Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- 25.13 Promote any illegal activity;
- 25.14 Be threatening, abuse or invade another’s privacy, or cause annoyance, inconvenience or needless anxiety;
- 25.15 Be likely to harass, upset, embarrass, alarm or annoy any other person;
- 25.16 Be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- 25.17 Give the impression that they emanate from us, if this is not the case; or
- 25.18 Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

26. **Suspension And Termination**

26.1 Termination By Us

We will determine, in our discretion, whether there has been a breach of these Organiser Terms through your use of EventElephant Websites. When a breach of these Organiser Terms has occurred, we may take such action as we deem appropriate.

Failure to comply with these Organiser Terms constitutes a material breach of the terms upon which you are permitted to use EventElephant Websites, and may result in our taking all or any of the following actions:

- 26.1.1 Immediate, temporary or permanent withdrawal of your right to use EventElephant Websites.
- 26.1.2 Refusal to publish or post, or immediate, temporary or permanent removal of any posting or material uploaded by you to EventElephant Websites.
- 26.1.3 Issue of a warning to you.
- 26.1.4 Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- 26.1.5 Further legal action against you.
- 26.1.6 Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of these Organiser Terms. The responses described in these Organiser Terms are not limited, and we may take any other action we reasonably deem appropriate.

27. **Indemnity**

You agree to indemnify us and keep us indemnified (including our directors, agents, servants and employees) against all losses, costs, charges, demands, proceedings, damages, actions, expenses and claims howsoever incurred by us as a result of your use of EventElephant Websites or a breach by you of any of these Organiser Terms.

In the event that your Contributions infringe any rights of any third party, you shall, at your own expense and at our discretion, either obtain the right to use such Contribution or render such Contribution free of any infringement.

28. **Linking To EventElephant Websites**

You may link to EventElephant Websites via the home page only (or as otherwise agreed by us from time to time) provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

EventElephant Websites must not be framed on any other site, nor may you create a link to any part of EventElephant Websites other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with our Content Standards (see section 25 above).

If you wish to make any use of material on EventElephant Websites other than that set out above, please address your request to webmaster@eventelephant.com.

29. Links From EventElephant Websites

Where EventElephant Websites contain links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

30. Language Conflict

These Organiser Terms are in the English language. If these Organiser Terms are translated into any language other than English, the English language text shall prevail in the event of a conflict or difference between the English version and the translated version.

31. Jurisdiction And Applicable Law

The Irish courts will have jurisdiction over any claim arising from, or related to, a visit to EventElephant Websites although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These Organiser Terms are governed by Irish law. Nothing in this section 31 will affect your statutory rights as a consumer.

32. Notices

All notices given by you to us should be emailed to us at webmaster@eventelephant.com. Subject to and as otherwise specified in these Organiser Terms we may give notice to you by posting the notice on the EventElephant Website or via the e-mail or postal address you provide to us during the registration process.

Notice will be deemed received and properly served immediately when posted on EventElephant Websites, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

33. Waiver

If we fail to insist upon strict performance of any of your obligations under any of these Organiser Terms, or if we fail to exercise any of the rights or remedies to which we are entitled under these Organiser Terms, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of your obligations under these Organiser Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with the paragraph on Notices above.

34. Severability

If any of these Organiser Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed

from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

35. Entire Agreement

These Organiser Terms and any other terms accepted by you in connection with your use of EventElephant Websites represent the entire agreement between you and us in relation to their subject matter and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing.

Both you and us acknowledge that neither you nor us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between you and us except as expressly stated in these Organiser Terms.

36. Your Concerns

If you have any concerns about material which appears on EventElephant Websites, please contact us at webmaster@eventelephant.com.

37. Additional charges - EventElephant Ltd rental equipment

EventElephant reserves the right to charge additional fees for the late return of any rented equipment or parts thereof that belongs to EventElephant. Equipment or parts thereof that are not returned by recorded or personal delivery within 48 hours of the end of the event for which they were used will be charged an additional 25% of the total rental cost unless otherwise agreed in writing with EventElephant. For every 24 hours thereafter EventElephant will reserve the right to charge an additional 25% of the total rental cost unless otherwise agreed in writing with EventElephant.

EventElephant reserves the right to charge additional fees for damage to or loss of any equipment that belongs to EventElephant that has been rented for any period of time. EventElephant will provide a full inventory for sign off per item(s) prior to rental or usage. Damage to equipment or parts thereof will be charged at 50% of the total rental cost. Breakage that renders the equipment or parts thereof unusable, or complete loss of equipment or parts thereof will be charged at 125% of the total rental cost.

Thank you for using our site.

If you have any accessibility issues or problems, please contact us at webmaster@eventelephant.com.