

Website Terms & Conditions of Use
EventElephant

TERMS AND CONDITIONS FOR ALL USERS OF EVENTELEPHANT

1. Introduction

These are the terms and conditions (as amended from time to time) governing use of this website and the agreement that operates between us and you (the “**Terms**”). These Terms set out the rights and obligations of all users (“**you**”/“**your**”) and those of EventElephant Limited (“**us**”/“**our**”/“**we**”) in relation to your use of 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**”). Please carefully read these Terms and our Privacy Statement. By using EventElephant Websites you are consenting to be bound by the then current Terms and our Privacy Statement. If you register as an Event Organiser and/or an Event Attendee you may also be required to abide by our Organiser Terms and/or our Attendee Terms. If you do not agree to the Terms or the Privacy Statement please refrain from using EventElephant Websites.

We may revise the Terms and information contained on EventElephant Websites at any time and without notice. Each time you use EventElephant Websites you will be bound by the then current Terms and our Privacy Statement and you should review these each time you access and use EventElephant Websites to satisfy yourself that you are happy with them.

2. Definitions

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

- 2.1 “**Events**” events organised by Event Organisers and which are facilitated by us through EventElephant Websites.
- 2.2 “**Event Attendee**” means a User who registers on an EventElephant Website to attend an Event.
- 2.3 “**Event Organiser**” means a User who registers on an EventElephant Website to organise an Event.
- 2.4 “**User**” means any user of EventElephant Websites including Event Organisers and Event Attendees.

3. Information about Us

If you have any questions about the 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. 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 the 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 the 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.

5. 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 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.

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. **Use by minors & User identity**

The use of EventElephant Websites by minors under the age of 16 is subject to the consent of their parent or guardian. We advise parents, guardians or other responsible adults who permit children to use the Internet that it is important that they communicate with children about their safety online.

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.

8. **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.

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

9.1 The material displayed on EventElephant Websites is provided “as is” and without any guarantees, conditions or warranties as to its accuracy.

9.2 To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

9.2.1 all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;

9.2.2 any liability for loss or damage incurred by any User in connection with the use, inability to use, or results of the use of EventElephant Websites, any websites linked to them and any materials posted on them; and

9.2.3 any liability for any direct, special, indirect or consequential loss or damage incurred by any User in connection with EventElephant Websites or in connection with the use, inability to use, or results of the use of EventElephant Websites, any websites linked to them and any materials posted on them, including, without limitation any liability for:

(a) loss of income or revenue;

(b) loss of business;

(c) loss of profits or contracts;

(d) loss of anticipated savings;

(e) loss of data;

(f) loss of goodwill;

(g) wasted management or office time; and

for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

- 9.3 Nothing in this section 9 affects our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law.

10. **Information about you and your visits to EventElephant Websites**

We process information about you in accordance with our Privacy Statement. By using EventElephant Websites, 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, for such processing of their personal data.

11. **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 16 below). You warrant that any such contribution does comply with all applicable laws and with our Content Standards (see section 16 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 16 below).

12. **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.

13. **Restricted uses**

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

- 13.1 In any way that breaches any applicable local, national or international law or regulation.
- 13.2 In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- 13.3 For the purpose of harming or attempting to harm minors in any way.
- 13.4 To send, upload, download, use, re-use or knowingly receive any material which does not comply with our Content Standards (see section 16 below).
- 13.5 To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- 13.6 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:

- 13.7 Not to reproduce, duplicate, copy or re-sell any part of any EventElephant Websites in contravention of the provisions of these Terms.
- 13.8 Not to access without authority, interfere with, damage or disrupt:
 - 13.8.1 any part of any EventElephant Website;
 - 13.8.2 any equipment or network on which EventElephant Websites are stored;
 - 13.8.3 any software used in the provision of EventElephant Websites; or
 - 13.8.4 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 Terms by emailing us at webmaster@eventelephant.com.

14. **Offline conduct**

Although we cannot monitor your conduct off EventElephant Websites, it is also a violation of these 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.

15. **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 16 below), whether the service is moderated or not.

16. **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:

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

Contributions must not:

- 16.4 Contain any material which is defamatory of any person;
- 16.5 Breach the data protection or privacy rights of any person;
- 16.6 Contain any material which is obscene, offensive, hateful or inflammatory;
- 16.7 Promote sexually explicit material;
- 16.8 Promote violence;
- 16.9 Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- 16.10 Infringe any patent, copyright, database right, trade mark or other intellectual property right of any other person;
- 16.11 Be likely to deceive any person;
- 16.12 Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- 16.13 Promote any illegal activity;
- 16.14 Be threatening, abuse or invade another’s privacy, or cause annoyance, inconvenience or needless anxiety;

- 16.15 Be likely to harass, upset, embarrass, alarm or annoy any other person;
- 16.16 Be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- 16.17 Give the impression that they emanate from us, if this is not the case; or
- 16.18 Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

17. **Suspension And Termination**

17.1 Termination By Us

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

Failure to comply with the 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:

- 17.1.1 Immediate, temporary or permanent withdrawal of your right to use EventElephant Websites.
- 17.1.2 Refusal to publish or post, or immediate, temporary or permanent removal of any posting or material uploaded by you to EventElephant Websites.
- 17.1.3 Issue of a warning to you.
- 17.1.4 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.
- 17.1.5 Further legal action against you.
- 17.1.6 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 the Terms. The responses described in the Terms are not limited, and we may take any other action we reasonably deem appropriate.

18. **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 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.

19. **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 16 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.

20. **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.

21. **Language Conflict**

These Terms are in the English language. If these 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.

22. **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 Terms are governed by Irish law. Nothing in this section 22 will affect your statutory rights as a consumer.

23. **Trade Marks**

EventElephant and the EventElephant logos are trade marks of EventElephant Limited.

24. **Variations**

We may revise these Terms at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these Terms may also be superseded by provisions or notices published elsewhere on EventElephant Websites.

25. **Waiver**

If we fail to insist upon strict performance of any of your obligations under any of these Terms, or if we fail to exercise any of the rights or remedies to which we are entitled under these 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 Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

26. **Severability**

If any of these 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.

27. **Entire Agreement**

These 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 Terms.

28. **Your Concerns**

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

Thank you for visiting our site.

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