

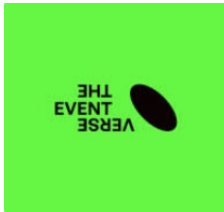
ACCREDITIX MASTER TERMS OF SERVICE

PLEASE READ THE FOLLOWING IMPORTANT TERMS AND CONDITIONS BEFORE YOU ACCESS AND USE THE ACCREDITIX PLATFORM.

1. ABOUT THESE TERMS

- 1.1. These Master Terms of Service ("**Terms**") govern the Customer's access to and use of the AccredTix platform ("**Platform**"). The Platform is a back of house event operations platform provided by The Event Verse Limited, a company incorporated in England and Wales under company number 15734295, with its registered office at 3rd Floor Colwyn Chambers, 19 York Street, Manchester, England, M2 3BA ("**TEV**", "**we**", "**us**", "**our**").
- 1.2. In these Terms:
 - a) the "**Individual**" means the individual that creates a Workspace on behalf of the Customer in accordance with Clause 3.1;
 - b) the "**Customer**", "**you**" and "**your**" means the business entity or organisation that is identified as the "organisation" in the sign-up process and on behalf of which the Individual creates a Workspace.
- 1.3. By clicking "I agree" (or a similar button or checkbox) during the registration process or by accessing or using the Platform, the Individual acknowledges that they have read and understood:
 - a) these Terms, and that the Customer agrees to be bound by them; and
 - b) the [User Terms](#), which set out the terms that apply to the Individual's access to and use of the Platform as a condition of access (the "**User Terms**").

Such action constitutes the Individual's electronic signature on behalf of the Customer and creates a legally binding agreement between the Customer and TEV, with respect to these Terms. If, for any reason, the Customer does not wish to be bound by these Terms, or the Individual does not wish to comply with the User Terms, the Individual must not click "I agree" and must not attempt to gain access to the Platform.
- 1.4. The Platform is made available solely for business-to-business use and is not intended for use by consumers (as defined under the Consumer Rights Act 2015). By agreeing to these Terms on behalf of the Customer, the Individual represents and warrants that it has authority to bind the Customer to these Terms and the Customer represents and warrants that it has given the Individual such authority. If the Individual does not have such authority, or if the Customer does not agree to these Terms, the Individual must not click "I agree" and must not attempt to gain access to the Platform.
- 1.5. These Terms form the agreement between the Customer and TEV with respect to the Customer's access to and use of the Platform, including access to and use of the Platform by Users. The Customer is responsible for ensuring that all Users comply with the User Terms and these Terms. Additional terms that are incorporated by reference into these Terms by hyperlink form part of these Terms and are legally binding.
- 1.6. In the event of any conflict between these Terms and any terms incorporated by reference into these Terms by hyperlink, the hyperlinked terms (as applicable) shall prevail, and in all other respects these Terms shall continue to apply.



2. DEFINITIONS AND INTERPRETATION

2.1. The following definitions apply in these Terms:

“Business Day” means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

“Confidential Information” means all information of whatever nature or form that is disclosed (whether in writing, verbally or otherwise), obtained or created under or in connection with these Terms which is of a confidential or proprietary nature, including the existence, terms and subject matter of these Terms, and information regarding business affairs, business plans, pricing, know-how, trade secrets, inventions, products, operations, processes and unpublished information relating to Intellectual Property Rights;

“Coordinator Users” means individuals appointed by a Workspace Administrator to access the Platform modules accessible by Event coordinators . For information regarding user roles and permissions, refer to accreditix.com;

“Data Protection Legislation” means all applicable laws relating to the processing of personal data, including the Data Protection Act 2018; EC Directive 2002/58/EC; EC Regulation 2016/679 (the **“GDPR”**); the UK GDPR (which as the meaning given to it in the Data Protection Act 2018) (the **“UK GDPR”**); and all local laws or regulations implementing or supplementing such legislation;

“Event” means a specific event created and configured by a Workspace Administrator on the Platform in respect of which the Platform’s accreditation and access-control functionalities may be deployed;

“Free Plan” means the free version of the Platform that makes available the features and functionality set out at accreditix.com;

“Intellectual Property Rights” means all present and future copyright, design rights (whether registered or unregistered), patents, database rights, trademarks (whether registered or unregistered), trading goodwill, performer’s property rights, business names and any other analogous rights subsisting anywhere in the world, including all applications (or rights to apply), revivals, renewals and reversions;

“Platform Data” means the data provided by or on behalf of you (including by your Users) for the purpose of using, or facilitating your use of, the Platform;

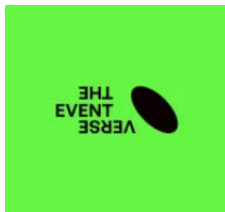
“Pro Plan” means the paid-for version of the Platform that makes available the features and functionality set out at accreditix.com;

“Service Provider Users” means individuals appointed by a Workspace Administrator to access the Platform modules accessible by Event service providers . For information regarding user roles and permissions, refer to accreditix.com;

“Third Party Platforms” means third party platforms and technologies on which the Platform is reliant, including AWS and Cloudflare;

“Users” means individuals who are authorised to access and use the Workspace, and including Workspace Administrators, Coordinator Users and Service Provider Users;

“User Terms” has the meaning given to it in Clause 1.3.b);



“Virus” means any thing or device (including any software, code, file or programme) that may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device, or adversely affect the user experience of the Platform, including worms, trojan horses, viruses, malware and software vulnerabilities;

“Workspace” means an account environment dedicated to the Customer in which Users can access and use the Platform with respect to Events managed or operated by the Customer; and

“Workspace Administrator” means the Individual and any additional or replacement administrator appointed in accordance with Clause 3.1.

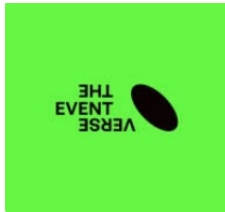
- 2.2. Clause headings shall not affect the interpretation of these Terms. Words in the singular shall include the plural and vice versa. Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

3. WORKSPACE REGISTRATION

- 3.1. The Individual who creates the Workspace shall be the initial Workspace Administrator. This Individual must provide us with their name, email address, the name of the Customer they act on behalf of, and such other information we may require from time to time. The Individual must verify their email address and set a password to complete registration.
- 3.2. Where a Workspace has already been created for the Customer (such that the relevant email domain is unavailable for a new registration), the Individual should contact their organisation's existing Workspace Administrator to request access to that Workspace, rather than attempting to create a new one.
- 3.3. You are responsible for ensuring that all information provided by any Workspace Administrator during registration is accurate, complete and kept up to date. You must promptly notify us of any changes to the registration information.
- 3.4. The Individual may request to transfer its role to another individual and/or request the appointment of up to 4 additional Workspace Administrators through the Platform. Each new or replacement Workspace Administrator must be employed or engaged by the Customer and have authority to bind the Customer. We may require reasonable verification of such authority before complying with any such transfer or appointment request. We shall not be liable for any loss or damage arising from a failure to promptly transfer the Workspace Administrator role or appoint a new Workplace Administrator where the requesting party is unable to provide adequate verification of authority.
- 3.5. Each Workspace Administrator is responsible for the management and administration of the Workspace, including the appointment of Users. For more information regarding user roles and permissions, refer to accredix.com.

4. ACCOUNT USERS

- 4.1. Workspace Administrators may invite Users to use the Workspace through the Platform. Users do not need to have the same domain address as the Workspace Administrator that invites them to use the Platform. There are three types of Users: Workspace Administrators, Coordinator Users and Service Provider Users. The features, functionalities and permissions available to Users are determined by the respective role and whether you are using a Free Plan



or Pro Plan. For more information regarding user roles and permissions, refer to [accreditix.com](https://www.accreditix.com). You are responsible for ensuring that Users are assigned the appropriate user type.

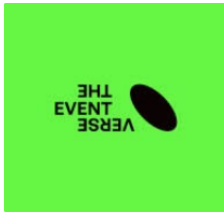
- 4.2. To gain access to the Workspace, a User must acknowledge the User Terms. The User Terms are conditions of access and use and do not make any User directly liable to TEV. You are responsible for all activity, acts and omissions of Users under your Workspace even if such Users are not employed or engaged by your business. You shall ensure that Users comply with the User Terms and you shall be solely responsible to TEV for any non-compliance by Users. You acknowledge that any action taken by a User on your Workspace is deemed an authorised action taken by you and that we may update the User Terms from time to time at our discretion.

5. SUBSCRIPTION PLANS

- ~~5.1.~~ The Platform features and functionality made available under the Free Plan, and the Pro Plan are described in and are subject to the limitations set out at [accreditix.com](https://www.accreditix.com).
- 5.2. No service level commitments, uptime guarantees or dedicated support services in respect of the Free Plan. The [Service Level Agreement](#) applies to the Pro Plan.
- 5.3. We reserve the right to modify the scope, features and limitations of the Free Plan at any time upon reasonable notice (including, without limitation, limits on the number of Events, Users, data storage or credential volumes). If we make any material adverse change to the core functionality of the Platform, then we will use reasonable endeavour to notify a Workspace Administrator in advance.
- 5.4. If your usage of the Platform exceeds the limits applicable to the relevant plan (the Pro Plan or Free Plan), we may suspend or restrict your access to the Platform until the earlier of the time your usage is within the applicable limits, or you upgrade to the Pro Plan.
- 5.5. When you create a Workspace, you are automatically placed on the Free Plan. You may upgrade from the Free Plan to a Pro Plan at any time through the Platform. Any upgrade to a Pro Plan shall be subject to the [Charges & Payment Terms](#), which govern all matters relating to charges, billing and payment.
- 5.6. You may downgrade from the Pro Plan to the Free Plan at any time through the Platform. You shall be entitled to access, and pay for, the Pro Plan in accordance with these Terms until the effective date of the downgrade, as determined in the [Charges & Payment Terms](#). Following such date, your access to any features, functionalities or service levels included only in the Pro Plan shall cease, and your use of the Platform shall be subject to the usage limitations applicable to the Free Plan.
- 5.7. Where your Platform Data exceeds the storage or volume limits applicable to the Free Plan at the time of downgrade, such data shall be retained by us but shall not be accessible to you for the duration of the Free Plan period. You may regain access to such data at any time by reactivating a Pro Plan. If you delete your account, all Platform Data (including any data retained but inaccessible under this Clause) shall be permanently deleted in accordance with Clause 17.6. We shall not be liable for any loss of access to features, data exports or service levels resulting from a downgrade.

6. ACCESS AND USE RIGHTS

- 6.1. Subject to your and all Users' compliance with these Terms, we hereby grant to you a non-exclusive, non-sub-licensable, non-transferable right for you to permit Users to access and use the Platform for the term of these Terms solely for:



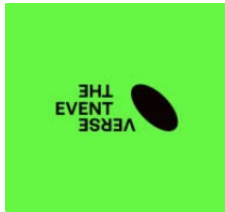
- a) internal business purposes; and
- b) the provision of event management or accreditation services by you to or on behalf of your clients in connection with their events (“**Your Clients**”),

and subject always to use in accordance with Clause 7 (Acceptable Use).

- 6.2. The right granted under Clause 6.1 is personal to you and shall not be considered granted to any third party, including any subsidiary or holding company of yours unless expressly agreed by us in writing.
- 6.3. Nothing in these Terms shall prevent us from entering into similar agreements with third parties, or from independently developing, using, selling or licensing materials, products or services which are similar to those provided under these Terms.

7. ACCEPTABLE USE

- 7.1. You shall not, and shall procure that each User shall not, access, store, distribute or transmit any Viruses, or any material during the course of use of the Platform that:
 - a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - b) facilitates illegal activity;
 - c) depicts sexually explicit images;
 - d) promotes unlawful violence;
 - e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - f) is otherwise illegal or causes damage or injury to any person or property.
- 7.2. You shall not (and shall not attempt to nor allow any third party to or attempt to), and shall procure that each User shall not:
 - a) except as may be allowed by any applicable law that is incapable of exclusion by agreement between the parties, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform in any form or media or by any means, or attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform;
 - b) access all or any part of the Platform in order to build a product or service which competes with the Platform;
 - c) license, sell, rent, lease, transfer, assign, distribute, display, disclose or otherwise exploit, or otherwise make available, the Platform to any third party except your Users on the basis set out in these Terms;
 - d) attempt to obtain, or assist third parties in obtaining, access to the Platform, except as provided under these Terms; or
 - e) in relation to any content accessed via the Platform, copy, record, translate, modify, redistribute, sub-license, create derivative works from, or make available such content to any person who is not authorised to access it, or use such content for any immoral, illegal or otherwise threatening, abusive or harmful purpose.



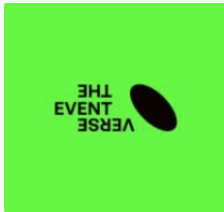
- 7.3. You shall and shall procure that all Users shall comply with all applicable laws and regulations with respect to your activities under these Terms and shall ensure compliance by your Users.
- 7.4. You shall permit us to monitor and audit your use of the Platform from time to time, including in respect of the number and identity of Users and in respect of compliance with these Terms (including the restrictions contained in this Clause 7).
- 7.5. You hereby indemnify, defend and keep indemnified us, our officers, directors, employees, agents and contractors from and against any and all losses, damages, liabilities, costs and expenses (including reasonable legal fees) arising out of or in connection with:
- a) any breach by you or your Users of this Clause 7 **Error! Reference source not found.** (Acceptable Use) or the User Terms;
 - b) any claim that any Platform Data or other materials uploaded, submitted or transmitted by you or your Users to or through the Platform infringes the Intellectual Property Rights or other rights of any third party; and
 - c) your or any of your Users' use of the Platform in breach of any applicable law or regulation.
- 7.6. The indemnity at Clause 7.5 shall survive termination of these Terms, however arising.

8. YOUR DATA

- 8.1. You represent and warrant that:
- a) you have all rights, licences, consents, and permissions required for the provision and use by us of Platform Data, including from Users where applicable;
 - b) you shall make Platform Data available in compliance with Clause 7 (Acceptable Use);
 - c) our use of Platform Data shall not (i) infringe the Intellectual Property Rights of any third party; or (ii) breach any applicable laws.
- 8.2. You shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Platform Data.
- 8.3. You shall be responsible for your own storage procedures for Platform Data. In the event of any loss or damage to Platform Data, your sole remedy shall be for us to use reasonable commercial endeavours to restore the lost or damaged Platform Data from our latest back-up. We shall not be responsible for any loss, destruction, alteration or disclosure of Platform Data caused by any third party.
- 8.4. You acknowledge that in connection with the Platform, we may process personal data, and the terms of our [Data Processing Addendum](#) shall apply to such processing.

9. SECURITY

- 9.1. You shall:
- a) keep, and shall procure that all Users keep, all user ID, password and any other security credentials confidential and must not disclose them to any third party;
 - b) not allow any user ID or password to be used by more than one individual User; and
 - c) use all reasonable endeavours to prevent any unauthorised access to, or use of, the Platform; and



- d) immediately notify us at data@theeventverse.com of any actual or likely unauthorised use of your Workspace, including any unauthorised use of User passwords, or any other breach of security.

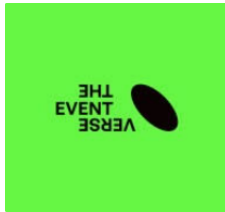
- 9.2. We reserve the right to disable the Workspace (including any user ID or password), whether chosen by you or allocated by us, at any time, if in our reasonable opinion you or any User has failed to comply with any of the provisions of these Terms or the User Terms.

10. THE PLATFORM

- 10.1. We shall provide the Platform using reasonable care and skill. You acknowledge and agree that the Platform and the success of the services are reliant on Third Party Platforms and that we are not liable for any acts or omissions of such Third Party Platforms except as expressly stated in these Terms. Our obligations and liability for making the Platform available are owed to you under these Terms only, including any service level commitments that apply to the Pro Plan.
- 10.2. We do not warrant that your use of the Platform will be uninterrupted or error-free, or that the Platform and/or the information obtained by you through the Platform will meet your requirements.
- 10.3. We are not responsible for any delays, failures or any loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Platform may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 10.4. Except as provided in these Terms, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these Terms, and the Platform is provided to you on an “as is” basis.
- 10.5. We reserve the right to amend the Platform from time to time as necessary to comply with any applicable law or regulatory requirement, or if the amendment does not materially affect the nature or quality of the Platform. We shall notify a Workspace Administrator of any such change as soon as reasonably possible.
- 10.6. We may from time to time make available beta, preview, early access or experimental features or functionality within the Platform (“**Beta Features**”). Beta Features are provided for evaluation purposes only, on an “as is” and “as available” basis, and may be restricted, suspended or withdrawn by us at any time without notice. We make no representations or warranties of any kind in respect of Beta Features, including as to their reliability, availability, accuracy or fitness for any particular purpose. You acknowledge that Beta Features may contain errors or defects and that your use of Beta Features is entirely at your own risk. We shall have no liability to you in respect of any Beta Features, and no service level commitments or support obligations shall apply to Beta Features.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. We, or our third-party licensors, own all Intellectual Property Rights in the Platform, and nothing in these Terms shall operate to assign any Intellectual Property Rights from us to you.
- 11.2. Except as expressly stated in these Terms, these Terms do not grant you any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or interest in the Platform. All goodwill arising from use of the Platform shall accrue solely to us.



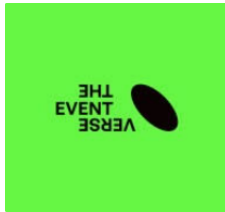
- 11.3. You hereby grant us a paid-up, non-exclusive, non-transferable licence to access, use, process, copy, distribute and modify any materials provided by you to us (including Platform Data) as necessary to provide the Platform and fulfil our obligations under these Terms, and for the purposes of improving the Platform and providing services to our clients, including conducting testing.
- 11.4. We may collect and analyse data, statistics and other usage information relating to the performance or use of the Platform and may provide such data in an anonymised format to third parties for business purposes, including for demonstrating the effectiveness of the Platform.
- 11.5. If you or any of your Users provide us with any feedback, suggestions, enhancement requests, recommendations, ideas or other input regarding the Platform or any related services ("**Feedback**"), you acknowledge and agree that:
 - a) such Feedback is provided voluntarily and on a non-confidential basis, notwithstanding any other provision of these Terms;
 - b) we shall be free to use, disclose, reproduce, licence, distribute and otherwise exploit such Feedback without restriction, obligation or compensation to you; and
 - c) we shall own all Intellectual Property Rights in any developments, improvements or derivative works created by us based on or incorporating such Feedback.

12. CONFIDENTIALITY

- 12.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under these Terms. A party's Confidential Information shall not be deemed to include information that:
 - a) is or becomes publicly known other than through any act or omission of the receiving party;
 - b) was in the other party's lawful possession before the disclosure;
 - c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - d) is independently developed by the receiving party, which independent development can be shown by written evidence.
- 12.2. Each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than as strictly necessary to perform its obligations under these Terms.
- 12.3. A party may disclose Confidential Information to the extent required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible.
- 12.4. The provisions of this Clause 12 shall survive termination of these Terms, however arising.

13. THIRD PARTY LINKS

- 13.1. Where the Platform contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over, and are not responsible for, the contents of those sites or resources.

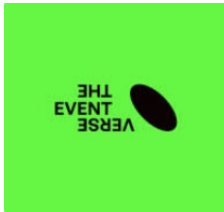


14. LIMITATION OF LIABILITY

- 14.1. TEV shall not have any liability under these Terms, including any failure in the Platform, that arises as a result of:
- a) your acts or omissions or those of your Users, contractors, employees, agents or other persons for whom you are responsible;
 - b) errors or omissions in information and/or instructions provided by or on behalf of you;
 - c) use of the Platform contrary to TEV's instructions or not in accordance with these Terms; or
 - d) any modification or alteration of the Platform by any person other than TEV or TEV's duly authorised contractors or agents.
- 14.2. Where TEV uses third-party hosting providers, TEV's liability for the acts or omissions of those providers is subject to the same exclusions and limitations as set out in the relevant terms and conditions between TEV and those third-party providers. TEV shall use its reasonable endeavours to pass on to you the benefit of such remedies as they apply to the Platform.
- 14.3. TEV shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any:
- a) loss of profits, loss of revenue, depletion of goodwill or reputation, loss or corruption of data or information, or loss of management time; or
 - b) special, punitive or indirect loss.
- 14.4. TEV's total aggregate liability arising under or in connection with these Terms, howsoever arising and including as a result of breach of contract, tort (including negligence or breach of statutory duty) or otherwise shall not, in respect of each Year, exceed the higher of: (a) one hundred pounds sterling (£100); and (b) the total charges paid or payable by you to TEV under these Terms in respect of that Year. For the avoidance of doubt, TEV's obligations and liability under these Terms are owed to you only; TEV shall have no liability to any User under or in connection with these User Terms or any User's access to or use of the Platform, and any issue raised by a User must be managed by you. In this Clause 14.4, a "Year" means a 12 month period beginning on the date that the Individual clicks its acceptance to these Terms.
- 14.5. Nothing in these Terms shall exclude or limit a party's liability for:
- a) death or personal injury arising from its negligence;
 - b) fraud or fraudulent misrepresentation; or
 - c) any other liability to the extent that such liability may not be excluded or limited as a matter of law.

15. REGULATORY COMPLIANCE DISCLAIMER

- 15.1. The Platform is designed to assist you with event accreditation, credential management, access control and related operational processes. The Platform does not constitute legal, regulatory or compliance advice.
- 15.2. You are solely responsible for ensuring that your and all Users' use of the Platform, including any reports, outputs or processes generated through the Platform, satisfies any applicable legal



or regulatory requirements (including, without limitation, any requirements under the Terrorism (Protection of Premises) Act 2025 or any successor or related legislation).

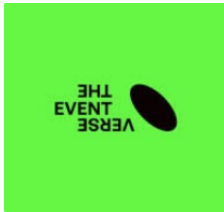
- 15.3. TEV makes no representation or warranty that use of the Platform will ensure compliance with any law, regulation or standard, and TEV shall have no liability to you, any User, or any third party in respect of any failure to achieve or maintain regulatory compliance.

16. SUSPENSION

- 16.1. We shall be entitled to suspend or restrict your or any User's access to the Platform:
- a) where we are mandated to do so by a regulatory body or as reasonably necessary to enable us to comply with all applicable laws and regulations;
 - b) if you or any User is in breach, or is suspected of being in breach, of these Terms, including the User Terms, Clause 7 (Acceptable Use) or any other policies notified by us to you, via written notice to a Workspace Administrator, from time to time;
 - c) where we reasonably consider it necessary to protect the integrity, security or performance of the Platform, or where required for maintenance or other operational reasons.

17. TERM AND TERMINATION

- 17.1. These Terms shall commence on the date the Individual clicks its acceptance to these Terms and shall continue until terminated in accordance with this Clause 17.
- 17.2. You may terminate these Terms at any time via a Workspace Administrator deleting your Workspace through the Platform or by giving written notice to TEV at data@theeventverse.com.
- 17.3. We may terminate these Terms for any reason by giving you thirty (30) days' written notice.
- 17.4. We may terminate these Terms with immediate effect by giving written notice to you if:
- a) you commit a material breach of any term of these Terms which is irremediable, or (if such breach is remediable) you fail to remedy that breach within a period of fourteen (14) days after being notified in writing to do so. For the avoidance of doubt, a material breach includes, without limitation, any breach of Clause 7 (Acceptable Use) and any failure to pay charges due under the Pro Plan in accordance with the [Charges & Payment Terms](#);
 - b) you become insolvent, enter into liquidation or bankruptcy, make any composition or arrangement with your creditors, or take or suffer any similar action in consequence of debt; or
 - c) you cease, or threaten to cease, to carry on business.
- 17.5. Where you are on the Free Plan, we may terminate or suspend these Terms with immediate effect if you have not accessed the Platform for a period of twelve (12) consecutive months.
- 17.6. On termination of these Terms for any reason:
- a) you shall immediately cease all use of the Platform;
 - b) we may destroy or otherwise dispose of any Platform Data in our possession, unless we receive, no later than thirty (30) days after the effective date of termination, a written request for the delivery of the then most recent back-up of the Platform Data, in which



case we shall use reasonable commercial endeavours to deliver the back-up within forty-five (45) days of its receipt of such request;

- c) we shall return or destroy all personal data processed on your behalf in accordance with applicable Data Protection Legislation and as set out in the [Data Processing Addendum](#); and
- d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of these Terms which existed at or before the date of termination, shall not be affected or prejudiced.

17.7. Any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

18. CHANGES TO THESE TERMS

18.1. We may amend these Terms from time to time. Where we make material changes, we shall notify you by email to a Workspace Administrator or through the Platform. Your continued use of the Platform after such notification constitutes your acceptance of the amended Terms. If you do not agree to the amended Terms, you must stop using the Platform and terminate your Workspace in accordance with Clause 17.2.

19. FORCE MAJEURE

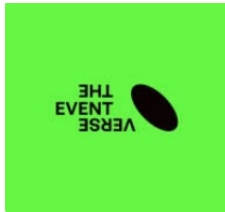
19.1. We shall not be liable to the extent that it is delayed in or prevented from performing its obligations under these Terms due to a Force Majeure Event, being any event or sequence of events beyond our reasonable control, including: (a) an act of God, flood, storm, drought, earthquake or other natural disaster; (b) adverse weather conditions; (c) any cause or event arising out of or attributable to war, civil commotion or terrorist activity (or threat thereof); (d) any law, or any governmental order, rule or regulation; (e) fire or explosion; (f) labour dispute including strikes, industrial action, lockouts or boycott; (g) power outages, blockages, or internet or telecommunications failure; and (h) any epidemic or pandemic, and compliance with any applicable governmental guidelines designed to prevent the spread of the relevant disease.

20. GENERAL

20.1. **Entire Agreement.** These Terms (including all supplementary terms incorporated by hyperlink) constitutes the entire agreement between you and us in respect of your and any Users' access to and use of the Platform and supersedes all previous agreements, understandings and representations relating to its subject matter, whether written or oral. You acknowledge that you have not relied on any statement, representation or warranty not set out in these Terms. For the avoidance of doubt, no content on our website, marketing materials or other communications shall form part of these Terms unless expressly incorporated by reference. Nothing in this Clause shall limit or exclude any liability for fraud.

20.2. **Variation.** No variation of these Terms shall be effective unless made in accordance with Clause 18.

20.3. **Waiver.** No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.



- 20.4. **Severability.** If any provision (or part of a provision) of these Terms is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 20.5. **Assignment.** You shall not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under these Terms. We may assign, transfer or sub-contract its rights or obligations under these Terms to any third party.
- 20.6. **No Partnership.** Nothing in these Terms is intended to or shall be construed as establishing or implying any partnership, joint venture or agency of any kind between the parties, and neither party shall have authority to act in the name of or to otherwise bind the other party in any way.
- 20.7. **Third Party Rights.** These Terms do not confer any rights on any person or party (other than the parties to these Terms) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 20.8. **Notices.** Any notice required to be given under these Terms shall be in writing and shall be sent by email to a Workspace Administrator (in your case) or to data@theeventverse.com (in our case), or such other address as may have been notified by that party for such purposes. A notice sent by email shall be deemed to have been received at the time of transmission, provided that no automatic delivery failure message is received by the sender. For the avoidance of doubt, where more than one Workspace Administrator has been appointed, a notice given to any one of them shall constitute valid notice to you.
- 20.9. **Publicity.** We may at any time reference you as a user of the Platform and use your name, logo, and branding in our marketing and promotional materials. If you do not wish us to use your name, logo, or branding for such purposes, you may notify us in writing at hello@theeventverse.com at any time, and we shall cease such use within a reasonable period of receiving that notice. Notwithstanding the foregoing, we may use anonymised and aggregated data regarding the number and type of users of the Platform for our own marketing and business development purposes without your consent.

21. GOVERNING LAW AND JURISDICTION

- 21.1. These Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 21.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims).

