**TERMS OF SERVICE**

## 

## Entered into between

**CEREMONEY™**

and

**THE EVENT HOST**

Version 1.0 02/09/2021

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# **INTRODUCTION**

## Ceremoney is the provider of a software application (“the App”) and related services (collectively “the Services”) used to manage, track and arrange payment for purchases made by guests at hosted events.

## The Event Host desires to access and make use of the Services to budget, manage, track and make payment for purchases to be made on the account of the Event Host at a venue operated by an Venue Partner.

## The Parties therefore enter into this Agreement for the purposes contemplated in clause 1.2 in order to record the terms and conditions that shall govern their relationship.

# **DEFINITIONS AND INTERPRETATION**

## In this Agreement, unless the context expressly indicates otherwise, the following words and expressions shall have the meanings assigned to them below:

### "**Agreement**" means this written agreement together with the Event Host Form and any other documents or written terms and conditions expressly incorporated into this Agreement by reference including our Privacy Policy;

### “**Business Day**” means any day other than a Saturday, Sunday or public holiday in the Territory;

### **“Cash Gift”** means a monetary amount paid to Ceremoney by a Guest pursuant to that Guest receiving an invitation to a particular Hosted Event and that is intended for payment to the Event Host as a gift from the Guest;

### **“Ceremoney”** means Software Reapplied Pty Ltd a company with registration number 2019/231352/07 with its registered office address 10 Wood Dove Place, Glen Eagles Estate, Kempton Park, 1630;

### **“Ceremoney’s Nominated Account”** means a bank account stipulated by Ceremoney within the Software from time to time for the receipt of payments from the Event Host;

### “**Commencement Date**” means the Signature Date or the date on which the Event Host first accesses and use the Ceremoney Software for purposes of a Hosted Event, whichever date is the sooner;

### “**Communications Platform Provider**” means means a third party who makes a messaging or communications platform or service available to Ceremoney for Users to use as part of the Services, including but not limited to any message formatting or aggregation platform or service;

### **“Compatible Devices”** means computing devices as may be more fully specified in the Software Documentation on which lawfully licensed and distibuted copies of the Software may operate properly when used correctly by authorised users;

### “**Confidential Information**” means, subject at all times to the further provisions of clause 10, information that is confidential or proprietary in nature including without being limited to:

#### the Host’s Budget; and

#### any Personal Information which either Party may disclose to the other pursuant to the terms and conditions of this Agreement or the provision of the Services;

### **“End-User License Agreement”** means anyterms and conditions which the Event Host or invited Guests may be required to accept when downloading the Software to a computing device or when otherwise accessing or using the Software;

### **“Event”** means a planned public or private occasion taking place at a Venue;

### **“Event Budget”** means a monetary amount determined by the Event Host that the Event Host authorises to be expended on the Event Host’s account at a Hosted Event;

### **“Event Host”** means the natural or juristic person who has contracted with an Venue Partner to host an Event at a Venue;

### **“Event Host Form”** means any annexure or Event Host Form affixed to or included in this Agreement or any Event Host Form submitted by the Event Host from any official Ceremoney webpage containing, hyperlinking to or otherwise incorporating the terms and conditions of this Agreement at the time of such submission;

### **“Event Host’s** **Nominated Account**” means the Event Host’s banking account, the details of which shall be submitted in Event Host Form and which the Event Host shall be entitled to change from time to time by making use of such method as Ceremoney may prescribe;

### **“Guest”** means a person attending a Hosted Event at the invitation of the Event Host;

### **“Guest Event Wallet”** means a sub-account of the Event Host’s Ceremoney account that is linked to or associated with an individual Guest and that is used to record the proportion of the Event Budget that is to be allocated and made availabe by the Event Host for expenditure by such individual Guest at a Hosted Event and to record all transactions that are carried out on that individual Guest’s sub-account by means of the Services;

### **“Gift Administration Fee”** means 0% of the total of Cash Gifts;

### **“Hosted Event”** means an Event hosted or booked to be hosted at a Venue by agreement entered into between the Event Host and an Venue Partner or by their authorised representatives or lawful agents for any such purposes;

### "**Intellectual Property**" means any form of intellectual property recognised in law, whether or not registered, including but not limited to copyright, patents, trademarks, designs, including software user interface designs and layouts, functional specifications and the like;

### **“Parties”** means Ceremoney and the Event Host and **“Party”** shall mean either one of them as the context may indicate;

### **“Personal Information”** means personal information as defined in the Protection of Personal Information Act 4 of 2013;

### **“Refund Administration Fee”** means an amount equal to the lesser of 0.5% of the total refund value or R500;

### "**Services**" means the provision by Ceremoney of the Software and related services for distributing invitations to Guests, for receiving cash gifts on behalf of the Event Host and for budgeting, managing, tracking and arranging for payment to be made by the Event Host for purchases made from an Venue Partner using the Software;

### “**Signature Date**” means the date on which this Agreement has been signed by both the Event Host and Ceremoney provided that where the terms and conditions of this Agreement are offered to the Event Host by means of any method of online acceptance, the Signature Date shall be deemed to be the date on which the Event Host has indicated its acceptance of such terms and conditions in any manner recognised by the provisions of the Electronic Communications and Transactions Act 25 of 2002;

### **“Software”** means the Ceremoney Software System as may be more fully described in the Software Documentation;

### **“Software Documentation”** means any electronic or print documentation published by Ceremoney and provided by Ceremoney to the Event Host describing the material functionality of the Software from time to time;

### **“Stock Lists”** means details of the consumable items offered for sale at a Venue and the prices, including VAT, at which such items shall be offered for sale;

### **“Territory”** means, in relation to a Venue as contemplated by the provisions of clause 6, the country in which any such Venue may be located;

### “**VAT**” means Value Added Tax, levied from time to time in terms of the Value Added Tax Act, 91 of 1991 (as amended), of the laws of the Republic of South Africa and such other value-added or general sales taxes and the like which a Party is obliged to charge in relation to any products or services supplied by a Party in terms of this Agreement;

### **“Venue”** means a venue owned, managed or otherwise operated by an Venue Partner and at which the Event Host has determined to host an Event; and

### **“Venue Partner”** means a person who has entered into an Venue Partner Agreement with Ceremoney in relation to a Venue.

## The headings to any clauses, Event Host Forms and appendices in this Agreement are for reference purposes only and shall in no way govern or affect the interpretation thereof.

## If any provision in the Introduction or any definition contains a substantive provision conferring rights or imposing obligations on a Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement.

## Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail unless a contrary intention can be proven.

## Where any number of days is prescribed in this Agreement, same shall be recorded exclusive of the first day and inclusive of the last day unless the last day falls on a day that is not a Business Day, in which case the last day shall be the next succeeding Business Day and, where any day referred to in this Agreement falls on a day that is not a Business Day, that reference shall be taken to mean the first Business Day following any such day.

## Expressions defined in this Agreement shall bear the same meanings in any annexures or Event Host Forms hereto, to the extent that such annexures or Event Host Forms do not themselves contain their own definitions of such expressions.

## Any reference in this Agreement to an Act of Parliament shall include any such Act as amended from time to time.

## A reference to a person shall include both natural and juristic persons unless the context expressly indicates otherwise and any reference to the singular shall include the plural and vice versa unless a contrary intention is clearly evident from the context.

## A reference to a Party, whether by name or not, includes a Party's successors in title and permitted assignees.

## The rule of construction that in the event of an ambiguity a contract or any provision thereof shall be interpreted against the Party responsible for the drafting thereof shall not apply in the interpretation of this Agreement.

## The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement which by virtue of their nature must continue to have effect after such expiration or termination notwithstanding that the clauses themselves do not expressly provide for this.

# **COMMENCEMENT AND DURATION**

## This Agreement shall become binding and effective on the Signature Date and shall endure and apply to all Hosted Events unless or until terminated in accordance with the provisions of clause 11.

# **SOFTWARE LICENSE & PROVISION OF THE SERVICES**

## Ceremoney hereby agrees to license the Software to the Event Host and to make the Services available to invited Guests of the Event Host at Hosted Events and the Event Host hereby accepts the provision of such license and Services on the terms and conditions contained in this Agreement.

## Without derogating from the aforegoing, the Event Host acknowledges and agrees that the terms and conditions of this Agreement shall be in addition to any specific End-User License Agreement terms and conditions which the Event Host and its invited Guests may be required to accept when accessing or using the Software.

## Ceremoney represents that properly maintained and updated instances of the Software shall offer authorised users the material user features and system functionality described in the Software Documentation when correctly by such users on Compatible Devices connected to the Internet.

## CEREMONEY LICENSES AND SUPPLIES THE SOFTWARE AND THE SERVICES “AS IS”. SAVE AS REPRESENTED IN PARAGRAPH 4.3 ABOVE, CEREMONEY MAKES NO REPRESENTATION AND GIVES NO WARRANTY THAT THE SOFTWARE OR THE SERVICES SHALL BE FREE FROM DEFECT, ALWAYS AVAILABLE OR FIT FOR ANY PARTICULAR PURPOSE NOTWITHSTANDING WHETHER ANY SUCH PURPOSE MAY BE KNOWN TO CEREMONEY AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE EXPRESSLY DISCLAIMED.

# **SPECIFIC OBLIGATIONS OF THE EVENT HOST**

## The Event Host shall make use of the Software to:

### cause invitations to Hosted Events to be distributed by Ceremoney to Guests of the Event Host;

### specify the Event Budget for any particular Hosted Event and to allocate the Event Budget across Guest Event Wallets in accordance with the Event Host’s discretion.

## The Event Host undertakes to make all Guests attending a Hosted Event aware of the availability of Ceremoney’s Services, including where applicable by drawing attention to the method by which Guests may access and use the Ceremoney Software at a Hosted Event.

# **RESPONSIBLE CONDUCT**

## Use of the Services shall not in any way absolve the Event Host from strict compliance with the provisions of any law that may be of application to the Event Host.

## Without derogating from the generality of the provisions of the aforegoing paragraph, the Event Host commits to socially responsible conduct at all times and shall be solely responsible for ensuring that no Event Budget for any particular Hosted Event is allocated by the Event Host to any Guest who is or will be below the age of 18 (eighteen) years on the date of any such Hosted Event. The Event Host shall further exercise its best endeavours to ensure, including by instructing the Venue Partner to ensure, that alcohol, tobacco and other regulated substances are served only to persons lawfully entitled to purchase or be publicly served such substances in accordance with the laws of the Territory.

## The Event Host acknowledges that the mere ability of a Guest to make use of the Services to order any items at a Venue does not constitute an instruction or authorisation by Ceremoney to the Venue Partner or any of its Personnel to make any particular item or service available to a Guest and the Event Host indemnifies and holds Ceremoney harmless against any claims arising from any person alleging that any loss or harm was suffered as a result of the provision or non-provision of any item or service to any person or Guest at a Venue.

# **PAYMENT OF VENUE PARTNER’S INVOICES FOR HOSTED EVENTS**

## The Event Host acknowledges that Ceremoney is not the supplier or the purchaser of any items purchased from the Venue Partner by means of the Services and that Ceremoney shall act as a payment conduit in relation to any items purchased from the Venue Partner on the account of the Event Host. The Event Host further acknowledges and agrees that the Venue Partner shall be liable to make payment to Ceremoney for any fees that may be due to Ceremoney for so acting.

## The Event Host irrevocably authorises Ceremoney to make payment, and Ceremoney undertakes to make payment to the Venue Partner, soley from funds received by Ceremoney from the Event Host in advance, of the total invoiced amount for all items purchased at a Hosted Event on the account of the Event Host by means of the Software, plus any service gratuity amount that may be added at the discretion of the Event Host, from funds received by Ceremoney from an Event Host.

## Payments contemplated under paragraph 7.2 shall be made by Ceremoney to the Venue Partner’s Nominated Bank Account within 2 (two) Business Days of the date of conclusion of a Hosted Event.

## Save as provided for herein, Ceremoney shall have no liability or responsibility to make payment to the Venue Partner of any other amounts that may be due for payment by an Event Host to the Venue Partner, including but not limited to any Event booking or cancellation fees, penalties or claims for loss of income where an Event Host cancels a booking made with a Venue Partner. The Event Host shall be solely responsible for the payment of any such amounts or claims to which an Venue Partner may be entitled in law. The Event Host further acknowledges that Ceremoney may make use of secure third party payment gateways such as Ozow and others for credit card and/or electronic funds transfers. At no time does Ceremoney collect or retain the debit card or credit card details of the Event Host on its own website or in its own software systems or applications. Card details are handled directly by the third-party payment gateway providers used by Ceremoney and Ceremoney shall have no liability to the Event Host or to any other person for losses arising from the use of any such third-party gateways by Ceremoney that exceeds the refund or compensation paid to Ceremoney in terms of the refund or compensation policies of any such third parties for any losses sustained by the Event Host or any such other person.

# **PAYMENT OF GIFTS, REFUNDS AND CANCELLATIONS**

## Where the Software has been utilised by any Guests to make payment of Cash Gifts to the Event Host, Ceremoney shall make payment of the total of all such Cash Gifts to the Event Host within 1 (one) Business Day of the Hosted Event taking place, net of Ceremoney’s Gift Administration Fee.

## After Ceremoney has made payment to the Venue Partner of the Venue Partner’s invoice as contemplated in paragraph 7.2, Ceremoney shall refund any balance standing to the credit of the Event Host’s account with Ceremoney net of the Refund Administration Fee.

## In the event that the Event Host cancels an Event after making use of the Services to distribute invitations to Guests, Ceremoney shall be entitled to charge a reasonable cancellation fee not exceeding 3% (three percent) of the Event Budget and to deduct and withhold such cancellation fee from any amount due to be refunded to the Event Host.

# **PRIVACY POLICY**

## The Event Host acknowledges that any Personal Information provided by the Event Host to Ceremoney, including but not limited to by means of the App, shall be treated and processed in strict compliance with the provisions of any applicable law and subject to the Ceremoney Privacy Policy, which governs Ceremoney’s collection and processing of any Personal Information provided to Ceremoney.

## The Event Host specifically agrees that they shall not share the Personal Information of any other person with Ceremoney or process, share or use the Personal Information of any other person by means of or in relation to the Ceremoney Website or App unless they have the prior consent of such person to do so including, but not limited to, for purposes of distributing invitations to Hosted Events. The Event Host agrees that by providing Ceremoney with the Personal Information of any person for or in relation to the provision of Ceremoney Services, they are warranting that they have the permission and consent of such other person to do so and the permission and consent of such other person for Ceremoney to share such Personal Information with third party Communications Platform Providers and to process their Personal Information in accordance with the Ceremoney Privacy Policy.

# **WARRANTIES & INDEMNITIES**

## Ceremoney warrants and represents that it owns or is lawfully entitled to license the Software to the Event Host and its Guests.

## The Event Host warrants and represents that it is or shall at all relevant times be a lawful possessor of the Guest Personal Data and that it is or shall at all relevant times be entitled to provide the Guest Personal Data to Ceremoney and its appointed Communications Platform Providers for processing as contemplated in this Agreement including but not limited to in relation to the distribution of invitations to Guests to Hosted Events and the receipt of responses to such invitations.

## The Event Host warrants and represents that it that shall be entitled to host any Hosted Event by virtue of an agreement between the Event Host and the Venue Partner.

## Each of the Event Host and Ceremoney warrants in favour of the other that it will comply with all applicable laws to which it may be subject in the implementation of this Agreement.

## Each of the Parties hereby warrants in favour of the other that it knows of no facts or reasons which would preclude it from lawfully concluding this Agreement and the person accepting this Agreement on behalf of each Party warrants that he or she is duly authorised to do so and has all necessary permissions and consents required to enable him or her to do so.

## Ceremoney specifically warrants that its supply of the Services and/or the Event Host’s use of the Services shall not infringe in any way upon any other party’s rights including but not limited to any such party’s commercial, legal or Intellectual Property rights.

## Each Party (“the Indemnifying Party”) agrees to indemnify and hold the other Party (“the Indemnified Party”) harmless in respect of all claims, penalties, liabilities, costs and/or expenses that are made or imposed against the Indemnified Party by any third party as a result of any breach by the Indemnifying Party of any of the warranties or representations contained in this section 9.

# **CONFIDENTIALITY**

## Subject to clauses 10.2 and 10.3, and save as otherwise expressly provided for in this Agreement, neither Party will during the operation of this Agreement nor thereafter disclose to any person or use for any purpose any Confidential Information made available to it (the "Recipient Party") by the other (the "Disclosing Party") other than where it:

### discloses such Confidential Information to such of its own employees or professional advisers (which may include lawyers, accountants and auditors) who have a need to know such Confidential Information for the proper performance of their duties, provided that the Recipient Party has given prior written instructions to its employees and/or professional advisors as to the restrictions on use and disclosure contained in this Agreement; or

### uses such Confidential Information in the proper exercise of its rights or the performance of its obligations under this Agreement.

## The Recipient Party will use its reasonable endeavours to minimise the risk of unauthorised disclosure or use of the Confidential Information and undertakes to take proper care and all reasonable measures to protect the confidentiality of the Confidential Information using a standard of care which is no less than that standard of care which it applies for the protection of its own Confidential Information.

## Subject to clause 10.6, the restrictions on use and disclosure of Confidential Information under clause 10.1 will not apply to any Confidential Information which the Recipient Party can prove:

### was in the public domain at the time of receipt by the Recipient Party or has subsequently entered into the public domain other than by reason of the breach of the provisions of this clause or any obligations of confidence owed by the Recipient Party to the Disclosing Party; or

### is required to be disclosed by law, regulation, order or regulators.

## Confidential Information will be subject to the obligations of confidence irrespective of whether that Confidential Information is communicated orally or in writing by the Disclosing Party or its authorised representatives or obtained through observations made by representatives of the Recipient Party.

## Confidential Information will not be exempted under clause 10.3 from restriction under this Agreement by reason only that:

### some or all of its features (but not the combination and/or principle thereof) are or become public knowledge or are in the possession of or become available to the Recipient Party as mentioned in clause 10.3; or

### such information could be derived or obtained from information which is or becomes public knowledge or is in the possession of or becomes available to the Recipient Party as mentioned in clause 10.3 if to obtain or derive such information would require substantial skill, labour or expense.

## For the avoidance of doubt, no provision of this Agreement should be construed in such a way that the Disclosing Party is deemed to have granted its consent to the Recipient Party to disclose the whole or any part of the Confidential Information in the event that:

### the Recipient Party receives a request for the whole or any part of the Confidential Information in terms of the provisions of the Promotion of Access to Information Act, 2 of 2000, as amended or any substantially equivalent legislation in another juridisction having application to a Party (collectively "**the Access to Information Laws**"); or

### the Disclosing Party has previously disclosed any of its Confidential Information to a third party in terms of the provisions of the the Access to Information Laws or any other law or court order.

## Subject to the provisions of clause 10.8, and subject to any other rights the Disclosing Party may have in law, the Parties agree that the disclosure of Confidential Information by the Recipient Party, otherwise than in accordance with the provisions of this Agreement, will entitle the Disclosing Party to institute action for breach of confidence against the Recipient Party.

## Each of the Parties acknowledges that the provisions of clause 10.7 will not be construed in such a manner as to exclude the applicability of any other ground of refusal contained in the the Access to Information Laws which may be applicable in the event that the Recipient Party receives a request for the whole or any part of the Confidential Information in terms of the Access to Information Laws.

## This section dealing with confidentiality will survive any termination or cancellation of this Agreement for a minimum period of 5 (five) years.

# **REVISIONS & TERMINATION**

## The terms and conditions of this Agreement may be revised by Ceremoney on written notice to the Event Host subject at all times to the provisions of clause 11.2 and provided further that Ceremoney shall not be entitled to introduce any additional fees not already provided for in this Agreement at the Signature Date for any Events already booked at a Venue and in respect of which the Event Host has already commenced making use of the Ceremoney Software (hereinafter referred to as a “Prior Booked Event”).

## This Agreement may be terminated by either Party for convenience at any time on the provision of written notice to the other Party provided however that where notice of termination is delivered by either Party before the occurrence of a Prior Booked Event, this Agreement shall not terminate until after the occurrence of the last such Prior Booked Event unless both of the Parties mutually agree thereto in writing.

## In the event that either Party commits a material breach of this Agreement and, in the case of a remediable breach, remains in default for a period of 30 (thirty) days after receipt of a written notice from the other Party calling for that breach to be remedied, then the other Party shall be entitled, without prejudice to any other rights it may have hereunder or in law, to claim specific performance or to cancel and terminate this Agreement.

## Notwithstanding the provisions of clauses 11.1 and 11.2, a Party may immediately terminate this Agreement at any time by giving the other Party written notice of such termination if:

### a final and un-appealable judgment against the other Party remains unsatisfied for a period of 15 (fifteen) Business Days or more after it comes, or ought reasonably to have come, to the attention of that other Party;

### there is an Insolvency Event in respect of the other Party, meaning where that other Party is unable to pay its debts, becomes insolvent, is the subject of any order made or a resolution passed for the administration, winding-up or dissolution (otherwise than for the purpose of a solvent amalgamation or reconstruction), has an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer appointed over all or any substantial part of its assets, enters into or proposes any composition or arrangement with its creditors generally, becomes the subject of business rescue or business administration proceedings or is the subject of any events or circumstances or analogous to the foregoing;

### the other Party makes any arrangement or composition with its creditors generally or ceases or threatens to cease trading; or

### the other Party is, other than for the purposes or reconstruction or amalgamation, placed under voluntary or compulsory liquidation or under judicial management or under the equivalent of the foregoing.

## Any termination of this Agreement will be without prejudice to any claim that either Party may have against the other, including for damages, in respect of any breach or any prior breach of the terms and conditions of this Agreement.

# **EXCLUSION OF LIABILITY & GUARANTEES AS TO STOCK**

## Under no circumstances whatsoever or howsoever arising in relation to this Agreement shall Ceremoney’s have any liability to the Event Host or to any Guest for any losses, damages or other harm suffered by the Event Host or any Guest as a result of any action or omission of Ceremoney or any of its authorised representatives, agents or personnel or for an error or fault in the Services or any inability to access or use the Services for any reason and for any duration of time, save where any such loss or harm arises as a result of the gross negligence, fraud or intentional misconduct of Ceremony.

## Ceremoney does not guarantee the availability of stock items that may be contained in Stock Lists notwithstanding any Event Budget that may be specified by the Event Host. It shall be the sole responsibility of the Event Host to ensure that Venue Partners carry sufficient stock for Events and the Event Host indemnifies and holds Ceremoney harmless against any and all claims that may be made against Ceremoney as a result of the non-availability of any stock items.

# **FORCE MAJEURE**

## If either Party is prevented or restricted directly or indirectly from carrying out all or any of its obligations under this Agreement, including any Service to be rendered by the Venue Partner, by reason of any *Force Majeure* then that Party shall be relieved of such obligations during the period of that *Force Majeure* and its consequences continue but only to the extent that it is so prevented and in which circumstances it shall not be liable for any delay or failure in the performance of such obligations or for any losses or damages whether general, special or consequential which the other Party may suffer due to or resulting from such delay or failure, provided always that written notice shall forthwith be given by the affected Party, where reasonably possible, of its inability to perform.

## Any Party invoking *Force Majeure* will upon the termination or cessation of the event giving rise thereto immediately give written notice thereof to the other Party. Should that *Force Majeure* event continue for a period of more than 30 (thirty) days then either Party will be entitled forthwith to cancel this Agreement in respect of any obligations still to be performed hereunder.

# **DISPUTE RESOLUTION**

## If the Parties are unable to resolve any dispute resulting from this Agreement by means of joint co-operation or discussion between the individuals directly involved with the execution of this Agreement within 1 (one) week of any such dispute arising, or such extended period of time as the Parties may allow in writing, then such dispute shall be submitted to the most senior executives of the Parties who shall endeavour to resolve this dispute within 15 (fifteen) Business Days of it having been referred to them.

## Nothing in this Agreement shall prevent either party from obtaining interim relief in any domestic court of competent jurisdiction on an urgent basis.

# **NOTICES AND DOMICILIUM**

## The Event Host’s physical address as recorded in the Event Host Form to this Agreement and Ceremoney’s physical address as recorded in paragraph 2.1.4 shall serve as their respective *domicilium citandi et executandi* for all purposes arising out of or in connection with this Agreement unless or until a Party nominates and appoints a new domicilium address in either the Republic of South Africa or the Territory.

## Any notice given in terms of this Agreement shall be in writing and –

### if delivered by hand to the addressee at the addressee’s registered address or domicilium for the time being shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;

### if posted by prepaid registered post to the addressee’s registered address or domicilium be deemed, unless the contrary is proved by the addressee, to have been received by the addressee on the 8th day following the date of such posting; or

### if sent by courier to the addressee at the addressee's registered address or domicilium for the time being shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee on the date of delivery by the courier service concerned.

## Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by one of the Parties from another including by way of email transmission shall be adequate written notice or communication to such Party.

# **new laws and inability to perform**

## In order to ensure compliance with the provisions of any new laws which may have an impact on this Agreement upon its coming into effect, the Parties undertake to comply with such laws as if they had been in force on the Signature Date; provided that if such compliance renders it impossible to comply with the letter and spirit of this Agreement, the Parties undertake to enter into negotiations in good faith regarding a variation of this Agreement in order to ensure that neither this Agreement nor its implementation constitutes a contravention of such law.

## If either Party is prevented from performing any of its obligations in terms of this Agreement as a result of any new law, it shall not be liable to perform those of its obligations under this Agreement which are affected by the new law until such time as a variation to this Agreement has been reached in terms of clause 16.1 above. The Parties shall however, to the extent possible, continue to perform those obligations under this Agreement that are not affected by the new law.

# **GENERAL**

## Survival of Rights, Duties and Obligations: This Agreement shall be binding on a Party’s successors in title, including but not limited to any of Ceremoney’s Assignees, and any change in control of a Party after the Signature Date shall not affect the operation of this Agreement, nor shall termination of this Agreement for any cause whatsoever shall not release either Party from any liability which at the time of termination has already accrued to the other or which thereafter may accrue in respect of any act or omission prior to such termination.

## Entire agreement: This Agreement together with all annexures / Event Host Forms hereto contains the entire agreement between the Parties and neither Party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein.

## Cession and Assignment: Save as expressly contemplated and provided for in this Agreement, all of the rights and obligations of the Event Host to this Agreement are personal to the Event Host and may not be ceded, assigned, transferred, charged, sub-licensed, sub-contracted or otherwise delegated, transferred or disposed of in whole or in part without the prior written consent of Ceremoney. Ceremoney may cede and assign all of its rights and obligations in terms of this Agreement to a third party at any time.

## Supersession: The terms and conditions set out herein cancel and supersede all prior negotiations and agreements entered into between the Parties relating to the matters set forth herein. In the event of any conflict between this Agreement and any other agreement between the Parties relating to the matters set forth herein, whether oral or in writing, this Agreement shall take precedence and be duly implemented.

## Further Assurance: The Parties shall co‑operate with each other and execute and deliver to the other of them such other instruments and documents and take such other actions as may be reasonably requested of either of the Parties from time to time in order to carry out, evidence and confirm its rights and the intended purpose of this Agreement.

## Indulgences: No indulgence, leniency or extension of time which any Party (“the grantor”) may grant or show to the other shall operate as an estoppel or in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.

## Governing law: This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa. All disputes, actions and other matters in connection with this Agreement shall be determined in accordance with such laws.

## Invalidity: Any provision of this Agreement which is held invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

## Severability: Each undertaking in this Agreement shall be construed as a separate undertaking and if one or more of the undertakings contained in this Agreement is found to be unenforceable or in any way unreasonable, the remaining undertakings shall continue to bind the Parties. To the extent possible in any jurisdiction to which this Agreement may apply or in which this Agreement may be enforced, if any undertaking contained in this Agreement is found to be void but would be valid if the period of application thereof were reduced or if some part of the undertaking were deleted, the undertaking in question shall apply with such modification as may be necessary to make it valid and effective.

## Cumulative Rights and Remedies: The rights and remedies of the Parties under this Agreement are cumulative and in addition to any rights and remedies provided by law.

Signed at this the day of 2021.

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| **FOR CEREMONEY** |
|  |
| Who warrants that he/she is duly authorized thereto |
| Print name: |
| Title / capacity: |

Signed at this the day of 2021.

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| **FOR THE EVENT HOST** |
|  |
| Who warrants that he/she is duly authorized thereto |
| Print name: |
| Title / capacity: |