



Terms & Conditions

IS³ - Industry Software Solutions & Support, a division of Digital Industries (Pty) Ltd, (herein referred to as IS³), who is the owner of the conference called "X-Change" (also referred to as the "Event"), looks forward to hosting you as an Exhibitor (the person who is registered to attend X-Change as an exhibitor) at this prestigious event. The following Terms and Conditions, as well as any other Terms and Conditions which may apply from time to time, shall apply to the Event.

General

Once an Exhibitor, or the person registering on behalf of an Exhibitor, clicks on the "Submit Information" button:

1. A valid and binding Agreement shall come into existence at the time and place from where the confirmation of such registration is sent.
2. These Terms and Conditions are automatically accepted and binding on you.
3. Any person who completes the registration process, on behalf of an Exhibitor (or Exhibitors), warrants that he/she is duly authorised to make such registration on their behalf and the Exhibitor is hereby bound by these Terms and Conditions.
4. You agree that IS³ may retain, process and export your personal information within IS³ and/or to any of its subsidiaries or suppliers.
5. The personal information supplied in connection with this booking will be held by IS³ as a record of attendees and parties expressing interest. By registering for this Event the parties concerned are agreeing that IS³ may use that personal information to contact them by email, direct mail, telephone, fax, or by any means IS³ may deem necessary, to supply information relevant to this Event, or about other events and opportunities that IS³ is planning and feel may be of interest to them. IS³ may also share this information with its partners and event sponsors for them to contact the Exhibitor/s about other products and services which may be of interest to the Exhibitor/s.

Registration, cancellation & amendments

6. IS³ reserves the right to make alterations to the date, timings, venue, programme, speakers or other details of the event at any time and this will not entitle a registered Exhibitor/s to a refund. In the event of it being found necessary, for whatever reason, that the Event is being postponed, cancelled or the dates being changed, IS³ and the organisers shall not be liable for any expenditure, damage or loss incurred by the Exhibitor/s. If by re-arrangement or postponement the event can take place, the booking between the Exhibitor/s and IS³ shall remain in force and will not be subject to cancellation.
7. In the event that the conference cannot be held or is postponed due to events beyond the control of IS³ (force majeure) or due to events which are not attributable to wrongful intent or gross negligence of IS³ and/or the conference organisers, liability will be limited to the amount of the fee paid by the delegate and there will not be any additional liability to IS³, the event hosts or any other individual associated with the event organization. Under these

circumstances, the conference organisers reserve the right to refund the fees paid minus a 25% admin fee plus any bank transfer fee incurred.

8. IS³ reserves the right to decline an Exhibitor application without being obligated to provide a reason for such a decision.
9. IS³ reserves the right to allocate stand space at their discretion and to move any exhibitor irrespective of whether the Exhibitor has received confirmation of the location of exhibition space or not.
10. Bookings are NOT confirmed until payment has been received or a valid Purchase Order number has been submitted.
11. Once an exhibition package is booked, the Exhibitor is responsible to ensure that full payment is made before the start of the conference. Any non-payment will result in the Exhibitor/s being refused entry to the Event
12. Bookings cancelled on or after 15 February 2020 will not be refunded.
13. Any no shows will not be refunded.

Intellectual Property

14. Materials provided by X-change remain the intellectual property of IS³ who assert their right to worldwide copyright unless specifically agreed otherwise in writing.
15. The recordings and/use of any recordings by any means of any conference sessions at X-Change by Delegates or Exhibitors and/or third parties is strictly prohibited.
16. You consent to IS³ (or its designees who have been specifically employed by IS³) to make on-site recordings of you by any means including, and without limitation, electronic recording, film, videotape, audiotape and photography (the "Recordings") without compensation of any kind to you. You agree that IS³ shall be the copyright owner of the Recordings. You further understand that IS³ is not obligated to use the Recordings.
17. To the best of your knowledge, your acts and statements contained in the Recordings will not violate any rights of any other person or company.
18. You release IS³ from any claims and causes of action whatsoever, that you may have or any person on your behalf may have now or in the future based on but not limited to, defamation, invasion of the right of privacy, publicity or personality, copyright or trademark infringement and unfair competition in connection with the Recordings and IS³'s use of the Recordings and you agree not to institute any legal action based on any of the grounds specified in this section and you fully indemnify IS³ from any loss or damage that you or any third party may suffer from the Recordings
19. All the rights granted to IS³ by you hereunder are irrevocable and perpetual, and you waive all rights to any equitable relief in connection with this.

Indemnity

20. By registering for X-Change 2020, you agree that you will be fully responsible at all times for your own wellbeing, as well as for the safety of your possessions. You also acknowledge that you are

aware of the physical conditions and risks associated with your participation in this event. Furthermore, by virtue of your acceptance of this invitation, you indemnify IS³ - Industry Software Solutions & Support, Digital Industries, EOH, their affiliates, directors, officers, employees, agents, and suppliers against any and all liability, whether out of direct, indirect, special, incidental, consequential, intentional and negligence of IS³ and the venue that may arise as a result of injury to your person or loss of or damage to your possessions or yourself.

21. It is the responsibility of the Exhibitor/s to arrange appropriate insurance cover in connection with their attendance at the Event.
22. Views expressed by speakers, sponsors and/or exhibitors are their own. IS³ cannot accept liability for any advice given, or views expressed, by any speaker, sponsor and/or exhibitor at the conference or in any material provided to delegates. In addition, IS³ shall not be responsible or liable for any direct or indirect loss or damage of any sort incurred as the result of the services or information provided in connection with the event.

IS³ reserves the right, at all times, to change, amend, add or remove any of the above terms without prior notice. If one or more of the conditions outlined in these Terms & Conditions should be or become invalid, the remaining conditions will continue to be valid and apply. These Terms & Conditions apply to all participants of this Event, including delegates, speakers, sponsors, and exhibitors.