

PRIVACY AND TERMS OF USE

1. CONSENT

1.1 www.everythingevents.com.au is the lawful property of Everything Events Australia (Pty) Ltd with ACN number: 612 011 355 and ABN number: 80612011355

1.2 By entering and using www.everythingevents.com.au (*hereinafter referred to as "the website"*), all persons and entities (*hereinafter referred to as "the user"*) consents to the privacy, terms and conditions (*hereinafter referred to as the terms and conditions*) of use contained herein without qualification or exception.

1.3 By entering the website; the user agrees to be bound by and shall be deemed to have acknowledged, read and understood the terms and conditions.

1.4 In the event that you do not agree with the privacy and terms and conditions, you are hereby requested to immediately:

1.4.1 refrain from further use of this website;

1.4.2 exit the website;

1.4.3 make use of another website.

1.5 The website may from time to time amend the terms and conditions without any notice to the user and further use by the user shall be regarded as their consent to the amended terms and conditions.

2. GOVERNING LAW

2.1 The usage, terms and conditions of the website are governed by the laws of Australia.

2.2 The user consents irrevocably and unconditionally to the jurisdiction of the courts Australia for any/all matter arising from the use of this website.

3. PRINCIPAL CONTACT ADDRESS

3.1 Everything Events Australia is a juristic person incorporated in terms of the company laws of the Australia with its postal address at: 608 Harris Street, Ultimo, Sydney, NSW, Australia, 2007.

4. FORMATION OF AGREEMENTS

4.1 Any agreement concluded between the website and the user, and any third party shall be concluded at the time when and place where the acceptance of the offer was received by the offeror.

4.2 Any such agreement shall not be without legal effect merely because it is in the form of a data message and is not evidenced by and electronic signature but by means of a person's(juristic or otherwise) intent.

5. INTELLECTUAL PROPERTY OF WEBSITE

5.1 The user acknowledges that the website and/or its licensors are the proprietors of all intellectual property subsisting in, pertaining to or used on the website, including but not limited to; copyright, trade marks, patents, designs, goodwill and trade secrets.

5.2 The user acknowledges that he/she/it/they may not without the prior written consent of the website use, reproduce, adapt, distribute, publish in any form, deal with or interfere with its intellectual property.

6. PURPOSE/LIABILITY OF THE WEBSITE/DIRECTORY

6.1 The website acts strictly as a directory with the sole purpose of:

6.1.1 assisting a user to connect with a supplier on the website,

6.1.2 organizing the website in such a manner that suppliers are easily accessible,

6.1.3 creating a platform where the user may find a supplier(s),

6.1.4 creating a platform where suppliers may find users,

6.1.5 assisting in directing the user to a variety of suppliers,

6.1.6 creating simplicity when organizing an event;

6.1.7 exists to create a platform where suppliers can publish their business listings;

6.2 The website does not involve itself in any transactions, contract, and/or arrangement that may occur between the supplier and user, and third parties.

6.3 The conclusion of any transaction, contract, and/or arrangement remains the business of the supplier and the user and any third party.

6.4 The website is not a party to any agreement concluded between the user, third parties and the supplier(s).

6.5 The website does not make arrangements between the user and the supplier(s).

6.6 The website shall not involve itself with any transaction between the user, third parties and the supplier(s).

6.7 The website does not guarantee the product(s) and/or services of the supplier(s)

6.8 The website does not guarantee the postings, accuracy of postings, the safety of

communication, the quality of communication, the legality of communication on the website.

6.9 Any transaction, agreement, understanding, contract remains the business between the user, supplier and any third party.

6.10 The website does not guarantee a continuous and/or secure access to the services of the website.

6.11 The website cannot guarantee unsolicited goods, services and/or communication through the use of the website.

7. PERSONAL INFORMATION

7.1 The user hereby consents to any and/all collection, collation, processing, disclosure of any personal information.

7.2 The user consents to the disclosure of information that is requested, collected, collated, processed or stored.

7.3 The user consents to the international disclosure of information requested, collected, processed or stored.

7.4 Use of the personal information shall only be for the purpose for which it was disclosed.

7.5 The website shall keep a record of personal information that it used together with its purpose.

7.6 The website will not disclose personal information to a third party unless required, permitted by law or authorized by the user.

7.7 The website may delete and destroy all personal information which has become obsolete.

7.8 The website may compile profiles for statistical purposes, may trade freely with such profiles and statistical data.

7.9 The user consents to their personal information may be used for marketing purposes.

7.10 Should the user decide that their personal information should not be used for future marketing purposes are they required to send a written request to jade@everythingevents.co.za.

8. BLOGGING STANDARD

8.1 In the event that the user blogs on the website, the user declares:

8.1.1 their blog is personal and their own work;

8.1.2 their blog does not contain sensitive information of a third party;

8.1.3 the content of their blog does not infringe on a person's race, ethnicity, sexual orientation, religious belief and physical disability;

8.1.4 does not disclose the financial, operational and legal information of a third party

8.1.5 their blog shall promote healthy and honest discourse between readers of the blog

8.1.6 it at all times upholds the intellectual property rights of third parties

8.1.7 the blog respects the opinions of others

8.1.8 at all times upholds the principles of integrity, professionalism, privacy and impartiality

8.2 the user grants the website the non-exclusive license to all submitted blogs to use the work, copy, make and use the work for general advertising and promotions both locally and internationally.

9. INTELLECTUAL PROPERTY OF WEBSITE

9.1 The supplier acknowledges that the website and/or its licensors are the proprietors of all intellectual property subsisting in, pertaining to or used on the website, including but not limited to; copyright, trade marks, patents, designs, goodwill and trade secrets.

9.2 The supplier acknowledges that he/she/it/they may not without the prior written consent of the website use, reproduce, adapt, distribute, publish in any form, deal with or interfere with its intellectual property.

10. CACHING/COOKIES CONSENT

10.1 The user and third parties consent to the automatic, intermediate, temporary storage of data, where the purpose of storing is to make onward/future transmission of data more efficient.

11. HOSTING

11.1 The website shall not be held liable for damages arising from data stored as a result of the service provided by the website.

12. INFORMATION LOCATION TOOLS

12.1 The website shall not be held liable for damages arising from links, referrals, links to infringing data messages, infringing activity, using information location tools, including a

directory, index, reference, pointer, hyperlink.

13. WARRANTY

13.1 The website does not give any warranty of any representations, conditions, express or implied, including those of quality, merchantability, merchantable quality, durability, fitness for a particular purpose and/or those arising from statute.

14. MODIFICATIONS

14.1 The website reserves the right at any time to modify or delete a listing.

14.2 The user has the right to demand the removal and/or deletion of content from the website.

14.3 The website shall comply with the legitimate removal and/or deletion requests, however, the website shall be entitled to attend to such a request up to 72 hours on receipt of such a request.

15. INDEMNIFICATION

15.1 The user indemnifies the website against from any claims or actions arising from other users of the website whose rights or reputations have been damaged due to advertising content, in particular prohibited content representing a violation of rights and reputation of others.

15.2 The user shall not hold the website liable for actions of other users, third parties and suppliers.

15.3 The website shall not be held responsible for any loss be it but not limited to; loss of money, loss of profit, goodwill and reputation, special, indirect or consequential damages arising out of the use of the website.

15.4 The website shall not be held liable for any loss or damage including but without being limited to consequential damages which the user may suffer as a result of, without limiting the generality of the aforesaid, any error in or omission from it publications.

16. TAKE DOWN NOTICE

16.1 Any user and/or third party/or suppliers is of the the view that there is an unlawful activity and/or infringement of their intellectual property a take down notice may be addressed to:

16.1.1 jade@everythingevents.co.za

16.2 The take down notice must contain the following information:

16.2.1 Full name and address;

16.2.2 Written or electronic signature;

16.2.3 Full identification;

16.2.4 Proof of the unlawful activity and/or Intellectual property infringement;

16.2.5 What remedial action is sort;

16.2.6 Telephonic and/or electronic communication details;

16.2.7 A statement that the take down notice is done in good faith.

16.3 The person (juristic or otherwise) has the right of reply to any purported unlawful activity and/or Intellectual property infringement.

16.4 The website shall not be held liable for a the wrong take down.

16.5 The website shall not be held liable for damages arising as the result of a take down notice.

17. MALICIOUS ACTS

17.1 The user accepts that he/she/it/they shall not infect the website with viruses, worms, trojans, or any other code that will have a malicious, contaminating and/or destructive effect.

17.2 The user agrees not to intercept any data or information held on the website.

17.3 The user agrees not to make use of any method to circumvent a technology prevention measure.

18. NO MONITORING OBLIGATION

18.1 The website retains no duty to monitor data transmitted or stored on the website.

18.2 The website has no obligation to monitor facts, or circumstances of unlawful activity and/or of Intellectual Property infringement.

19. FEES

19.1 The website may be used free of charge.

19.2 The website, however, reserves its right to charge usage fees for special services and site functions.

19.3 In the event that fees are charged it shall be charged in the currency of the respective country, however, the website reserves their right to charge in other currencies for technical reasons.

20. COMPETITION AND CONSUMER COMMISSION

20.1 The user retains the right to lodge a complaint with the Competition and Consumer

Commission should he/she/it/they feel that the website has failed to comply with the Competition and Consumer Act 2010.