

These DELEGATE TERMS AND CONDITIONS ("Terms") set out the terms on which Creditflux Limited, a company incorporated and registered in England with its registered office at 3rd Floor, Lindsey House, 40-42 Charterhouse Street, London EC1M 6JN ("Creditflux"; "We"; "Us"), provides you ("Customer"; "You") with the ability to book, attend and use materials made available at event(s) provided by Us.

Creditflux and the Customer both agree to, and the Customer shall procure that any Delegate shall, comply with these Terms.

1. DEFINITIONS

"**Creditflux Material**" means any and all materials created and developed by Creditflux and provided to Delegates at or in connection with an Event;

"**Data**" means a Delegate's name and any other contact information about a Delegate provided to Creditflux by a Customer or Delegate;

"**Delegate**" means an individual attending, or intending to attend, an Event;

"**Event**" means the event(s) provided by Creditflux for which you have purchased a ticket(s) for a Delegate(s);

"**Event Date**" means the date on which an Event is scheduled to take place;

"**Price**" means the price paid for the Ticket(s);

"**Ticket**" means a ticket for a Delegate to attend an Event purchased by You; and

"**Website**" means www.creditflux.com or any other URL used to purchase a Ticket.

2. CREDITFLUX EVENTS

2.1 Subject to clause 2.7, the Customer shall be issued with a booking confirmation email containing a unique booking reference number in respect of their Ticket following receipt of payment of the Price, which shall be payable by the Customer in full without discount, deduction, set-off or counterclaim of any kind.

2.2 The Customer acknowledges and agrees that the Price is exclusive of any applicable value added taxes and any other applicable taxes of any nature whatsoever, which shall be payable by the Customer in addition in accordance with the law applicable from time to time.

2.3 Creditflux shall use all reasonable endeavours to ensure the Events are conducted on the Event Date(s) at the scheduled time(s) and at the scheduled location(s), as displayed on the Website at the time You purchase a Ticket, but shall not be liable to You or a Delegate for any change of Event Date, location and/or time of the Events.

2.4 Creditflux may when reasonably necessary, at its sole discretion, vary the itinerary of, or scheduled speaker(s) at, any Event without notice to the Customer or the Delegates.

2.5 Creditflux cannot guarantee and does not promise any specific results from a Delegate's attendance at any Event.

2.6 Customer shall, and shall procure that each Delegate shall, comply with all policies and procedures in force at the venue at which the Event takes place and shall promptly comply with all reasonable instructions given by Creditflux and/or venue staff at all times. Creditflux reserves the right to refuse a Delegate admission to and/or eject a Delegate from the Event if Creditflux reasonably believes the Delegate is in breach of such policies and procedures.

2.7 The Customer acknowledges and agrees that Creditflux may refuse the right to purchase a Ticket by a particular Customer or for a particular Delegate, or refund the Price

of a purchased Ticket, at any time and at its sole discretion, including without limitation if Creditflux reasonably believes it would be inappropriate or contrary to Creditflux's business interests to permit the Ticket purchase by that particular Customer and/or attendance by that particular Delegate.

3. INFORMATION AND PROPRIETARY RIGHTS

3.1 The Customer hereby warrants, and shall procure that any Delegate warrants, that the information provided by the Customer and any Delegate to Creditflux is true, accurate and correct. The Customer further warrants that it shall, and shall procure that any Delegate shall, promptly notify Creditflux in the event of any change(s) to such information.

3.2 Creditflux has sole and exclusive ownership of all right, title, and interest in and to the Creditflux Materials, including all copyright and any other intellectual property rights therein. Creditflux hereby grants the Delegates a non-exclusive, non-transferable and non-sublicensable licence to use the Creditflux Materials for the sole purposes of its participation the Event at which such Creditflux Materials are distributed. Nothing herein shall be construed to assign or otherwise transfer title to or ownership of the Creditflux Materials and no other use of the Creditflux Materials is permitted except at the Event at which it is distributed. For the avoidance of doubt, Delegates may not display or publish online any Creditflux Material or any part thereof nor may they record the Event or any part thereof on a mobile device or other recording device..

3.3 Creditflux warrants that the Creditflux Materials:

- (a) are original and have not been copied wholly or substantially from any other source; and
- (b) will not infringe the rights of any third party, and will notify the Customer as soon as practicable of any circumstances where such rights may have been infringed and indemnify the Customer against any and all losses, damages, costs and expenses (including reasonable legal expenses) suffered by the Customer as a result of a breach of the warranties in this clause 3.3.

4. TERM AND TERMINATION

4.1 These Terms shall commence on the date upon which You purchase a Ticket and shall continue until the entire Event to which the Ticket relates has taken place, unless the terminated by either party in accordance with clause 5.

4.2 Clauses 3, 6, 7 and 8 shall survive the termination of these Terms.

5. EVENT CANCELLATION

5.1 In the event that a Delegate is unable to attend an Event, the Customer may nominate an alternative to attend in the Delegate's place, provided that the Customer informs Creditflux of the identity of any such replacement prior to the relevant Event Date, including promptly providing such details regarding the replacement as Creditflux might reasonably request.

5.2 If the Customer is unable to nominate an alternative Delegate in accordance with clause 5.1, the Customer may cancel the Ticket for the relevant Event on notice to Creditflux (such notice to be given in accordance with clause 8.6) and the Customer may, subject to clause 5.3, be eligible for a refund of the Price.

5.3 The Customer acknowledges and agrees that Creditflux

- will begin to carry out the services in relation to the Event from the time You purchase a Ticket and accordingly We shall apply the following cancellation charges for Events, based on the date We receive the Customer's cancellation notice. If the Customer's cancellation notice is received:
- (a) over two (2) weeks before the relevant Event Date, the Customer shall be entitled to a full refund of the Price You have paid for the Ticket for that Event;
 - (b) between one (1) and two (2) weeks before the relevant Event Date, the Customer shall be entitled to a refund of 50% of the Price You have paid for the Ticket for that Event; and
 - (c) less than one (1) week before the relevant Event Date, the Customer shall not be entitled to any refund.
- 5.4 If Creditflux cancels an Event, due to an Event Outside Our Control (as defined in clause 8.3 below) or the unavailability key personnel or key materials without which We reasonably believe We cannot provide the Event, Creditflux will notify the Customer as soon as possible and will refund any amounts already paid by You for Ticket(s) to the relevant Event.
- 5.5 Creditflux may cancel the Ticket(s) at any time with immediate effect without payment of any refund of the Price by giving the Customer written notice if:
- (a) Creditflux does not receive payment of the Price in full at the time the Ticket is purchased via the Website, in accordance with the payment terms set out on an invoice, or at the latest before the Event Date; or
 - (b) Creditflux has any reason to believe that the Customer or the Delegate has breached any of the provisions of these Terms.
- 5.6 Cancellation of a Ticket or Event in accordance with clause 5.2, 5.3, 5.4 or 5.5 shall terminate these Terms with respect to the relevant Ticket or Event.
6. **LIMITATION OF LIABILITY**
- 6.1 All warranties, representations, guarantees, conditions and terms, other than those expressly set out in these Terms whether express or implied by statute, common law, trade usage or otherwise and whether written or oral are hereby expressly excluded to the fullest extent permissible by law.
- 6.2 Creditflux accepts liability for death or personal injury that is due to the negligence of Creditflux or its employees in the performance of these Terms.
- 6.3 Creditflux shall not be responsible for products or services supplied to the Customer or Delegates by any third parties, whether such third parties attend, sponsor or advertise at an Event or have been recommended or otherwise suggested by Creditflux or not. Responsibility for decisions taken on the basis of information, suggestions and advice given by Creditflux to the Customer and/or Delegate shall remain solely with the Customer and/or Delegate.
- 6.4 Creditflux shall not be liable for any failure or damage caused by or attributable to the Event unless the failure can be directly and solely attributed to Creditflux. In no event shall Creditflux be liable to the Customer or Delegate for any:
- a) consequential, indirect or special losses; or
 - b) loss of profits, loss of savings, interest or production, loss of business or business benefit, loss of contracts, loss of opportunity, loss of management time, loss of expectations, loss of reputation, emotional damage (whether direct or indirect), cost of any substitute or replacement event, whether such losses or damages arise in contract or tort or as a result of any breach of statutory duty.
- 6.5 In the event that Creditflux fails to comply with its obligations under these Terms, then it shall be entitled to be given a reasonable opportunity to rectify any errors and to re-perform its obligations hereunder.
- 6.6 If Creditflux's failure to comply with its obligations is not remedied as above then the total amount of Creditflux's liability to the Customer and the Delegates for all losses, damages, costs, claims and expenses howsoever and whenever arising under these Terms shall not exceed in aggregate the Price.
- 6.7 The sum set out in clause 6.7 represents the total liability accepted by Creditflux for any claims arising under or in connection with these Terms.
7. **DATA PROTECTION**
- 7.1 The Customer hereby expressly authorises, and shall procure that Delegates expressly authorise, Creditflux to make the Data available to all other attendees attending an Event and any Event sponsors, exhibitors and advertisers, which shall include but not be limited to the inclusion of the Delegate's name, company name and job title on any attendee list prepared and distributed by Creditflux in respect of the Event.
8. **GENERAL**
- 8.1 The Customer shall not assign these Terms, in whole or in part, without the prior written consent of Creditflux.
- 8.2 Neither party will be responsible for delays or cancellations resulting from circumstances beyond the reasonable control of such party, including but not limited to fires, strikes (of its own or other employees) insurrection or riots, wrecks or delays in transportation, inability to obtain supplies, personnel and raw materials, requirements or regulations of any civil or military authority or by any other event or circumstance beyond the reasonable control of that party ("Events Beyond Our Control") provided that the nonperforming party uses reasonable efforts to avoid or remove such causes of non-performance and continues performance hereunder as soon as reasonably practicable following removal of such causes.
- 8.3 These Terms (i) constitute the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, oral and written, made with respect to the subject matter hereof, and (ii) cannot be altered or modified in any way except by agreement in writing and signed by a duly authorised representative of each party. No purchase order and/or standard terms of purchase provided by the Customer or Delegate shall supersede these Terms.
- 8.4 Nothing in these Terms shall give, directly or indirectly, any third party any enforceable benefit or any right of action against Creditflux and such third parties shall not be entitled to enforce any provision of these Terms against Creditflux.
- 8.5 Any requirement for written notice to be provided under these Terms may be satisfied by sending the notice by registered post or email to, in the case of Creditflux, the postal address as set out in these Terms or to admin@creditflux.com, or in the case of a Customer, to the email address and/or postal address supplied by the Customer at the time of purchasing a Ticket.
- 8.6 These Terms and their performance shall be governed by and construed in accordance with and the parties hereby submit to the exclusive jurisdiction of the laws of England and Wales.