

## MEA PARTNER SUMMIT 2023

### Delegate Registration Terms and Conditions

Registration for and participation at Temenos' **MEA Partner Summit 2023** are subject to the below terms and conditions (the "**Terms and Conditions**"). By completing and submitting your registration for the **MEA Partner Summit 2023**, through the Event Registration Site, You agree to accept and abide by these Terms and Conditions and all amendments thereto and decisions of Temenos.

The Registration form becomes a binding agreement between Temenos and Registrant once the Registrant submits the Registration. No reservations, modifications or cancellations are binding on Temenos unless expressly accepted by Temenos. No modifications to these Terms and Conditions are binding on Temenos unless expressly accepted in writing by Temenos.

#### 1 Interpretation

**Delegate or You or Your** means each Registrant who becomes a Delegate once the Registration has been confirmed by Temenos.

**Event Registration Site** means the official Event website page which includes the official registration application at the Event.

**Event Tools** refers to all the materials produced for the **MEA Partner Summit 2023**, including invitations, Event Registration Site, networking service information, etc.

**Hotel** means any hotel booked by the Delegate directly for Hotel Registration. Temenos may suggest one or more Hotels for the Event on the Event Registration Site with preferential rates for the Event.

**Hotel Fees** means the fees payable for Hotel Registration directly by the Delegate to the Hotel subject to the respective Hotel terms and conditions, including Hotel cancellation fees.

**Hotel Registration** means a Delegate booking hotel accommodation directly with a Hotel subject to the respective Hotel terms and conditions, including Hotel cancellation fees.

**MEA Partner Summit 2023 Location:** means Kievits Kroon Gauteng Wine Estate, 41 Reier Rd, Kameeldrift-East, Pretoria, 0035, South Africa.

**MEA Partner Summit 2023** or **Event** means the Temenos **MEA Partner Summit 2023** event organised by or for Temenos for the MEA Partner Summit 2023 Dates at the MEA Partner Summit 2023 Location.

**MEA Partner Summit 2023 Dates:** from 1 November to 3 November 2023 (inclusive).

**Networking Services** means a service made available for sharing contact details and networking via the Event Registration Site.

**Registrant** means any person registering online to the Event through the Event Registration Site.

**Registration** means registration by a Registrant to the Event through the Event Registration Site.

**Temenos** means Temenos Middle East Limited, UAE Branch and its affiliates.

**Venue** means the Temenos **MEA Partner Summit 2023** Location and any other venue where Event activities or Event related activities are held and each venue's officers, directors, shareholders, employees, agents, contractors, representatives and/or invitees, as applicable.

#### 2 Temenos MEA Partner Summit 2023 Contact Details

Temenos Middle East Limited, UAE Branch

DIC 12, 3rd Floor, Office 315-320, Dubai Internet City, Dubai, United Arab Emirates

Tel: +971 4 391 3100

### **3 Event Registration Eligibility**

- 3.1 The Registration for the **MEA Partner Summit 2023** is exclusively open to representatives from Temenos business partners, from exhibiting companies and other persons invited or approved by Temenos.
- 3.2 Registrations are subject to sanction checks. Any organisation or individual that does not meet the criteria/terms of the sanction check will not be granted access to attend the Event and their Registration will be immediately terminated.

### **4 Visa Requirements**

If a visa is required to enter the **MEA Partner Summit 2023** Location, it is the sole responsibility of the Delegate to take care of his/her visa requirements. Temenos will not be held responsible or liable for refund of any fees if visas are not obtained by Delegates in time for travel.

### **5 Event Registration Process**

- 5.1 All Registrations must be made in advance by **20 October 2023** online via the official **MEA Partner Summit 2023** Event Registration Site only.
- 5.2 Temenos acknowledges receipt of Registrations. Registrations are generally processed on a first come, first served basis. Once capacity is reached, any further Registrations are put on a waiting list.
- 5.3 Temenos reviews Registrations to ensure appropriate representation from the targeted audience. Temenos will promptly notify the persons whose Registrations could not be accepted.
- 5.4 Submission of a Registration shall not be deemed as automatic registration, and will remain contingent until it has been confirmed by Temenos by email and Temenos has received the corresponding Registration Fees.

### **6 Hotel Registration and Hotel Fees**

- 6.1 All Delegates are responsible for organizing their own accommodation and Temenos does not provide any Hotel accommodation, recommendations or reservation. Temenos may make available suggestions of Hotel to Delegates but excludes any and all liability whatsoever arising out of are solely responsible for their costs, fees, expenses and charges related to their stay, extra meals, any extras and incidentals, directly to their chosen Hotel upon check-out.
- 6.2 Hotel Fees and Hotel Registration are subject to the related Hotel terms and conditions, including cancellations fees. Please refer directly to the Hotel terms and conditions section as may be made available by the Hotel to the Delegate.
- 6.3 The Delegate may secure their own Hotel accommodation for the Event directly on the Hotel website through the reservation link on the Event Registration Site at a suggested Hotel with preferential rates for the dates of the Event. These preferential rates only apply to fully registered Delegates of the Event. The Delegate Hotel accommodation booking is subject to the terms and conditions, including Hotel privacy policy of the respective Hotel.
- 6.4 Should the Delegate require arrival and/or departure outside these dates, the Hotel may apply their standard rates. All Hotels rates published are subject to applicable local taxes.
- 6.5 Hotel Fees and any other related costs are not included in the Registration Fees and must be settled by the Delegate directly with the Hotel. Temenos assumes no responsibility for such Hotel Fees. Delegates are responsible for all bedroom booking charges, incidentals and associated cancellation fees (if applicable). Delegate is fully responsible for any unpaid fees to the Hotel booked. In the event of payment failure (e.g. declined credit card), should Temenos be charged as a result of Delegate defaulting on hotel payment, Delegate agrees to reimburse such fees to Temenos strictly within 7 days of notice to the Delegate of such fees by Temenos.
- 6.6 All Delegates will be required to pay for their stay, extra meals, any extras and incidentals, directly to the Hotel upon check-out. The Hotel may ask for the credit card of the Delegate at the time of check-in.

6.7 All Delegates may also be liable for fees for any no-shows or cancellations related to their Hotel accommodation booking as per the Hotel terms and conditions.

## **7 Cancellation by You**

7.1 You may cancel your Registration through the Event Registration Site online or by email on or before **15 October 2023**. Any purported cancellation by You after this date will be invalid. Further, any no-show by You at the Event without having validly cancelled shall incur a deemed late cancellation charge of USD150, which Temenos shall be entitled to invoice you for after the Event.

7.2 The cancellation of a Registration will **not** cancel any Hotel Registration associated with that Registration. It is the Delegate's responsibility to cancel their Hotel accommodation directly with the Hotel in case of registration cancellation. Hotel cancellation charges will be charged to You as applicable and in accordance with the Hotel cancellation terms and conditions.

7.3 Hotel cancellation charges (as applicable) would be due by You directly to the Hotel.

## **8 Cancellation by Temenos**

8.1 If, for any reason whatsoever (including a Force Majeure Event), Temenos is forced to cancel the Event, it will use all reasonable efforts to notify all Registered Delegates in advance. The Delegate hereby expressly waives any incurred expenses or compensation for any possible damage or suffering as a result of a Temenos cancellation.

8.2 Notwithstanding anything to the contrary in these Terms and Conditions, You acknowledge and accept Temenos' right to cancel the Event at any time if Temenos determines in its sole and absolute discretion that participation from Delegates warrant such action. You acknowledge and accept Temenos' right to change the Event to alternative dates or at a different location or facility as Temenos determines in its sole and absolute discretion. If the Event is moved to be held on alternative dates and/or at the same or a different location, You agree that these Terms and Conditions shall remain binding upon You.

## **9 Substitution of Registration**

9.1 You may transfer Your Delegate Registration (for the avoidance of doubt this does not include Your Hotel Registration (if applicable)) to another person within the same organisation until **15 October 2023** subject to written confirmation and consent received from Temenos. The person to whom a transfer of Your Registration has been approved by Temenos must follow the Registration process described herein and agree to these Terms and Conditions.

9.2 For the avoidance of doubt, the transfer of Hotel Registrations is subject to any Hotel cancellation fees which shall be charged to You directly by the Hotel upon substitution of a Registration. It is the Delegate responsibility to arrange for the transfer of Hotel Registration directly with the Hotel which may be subject to the applicable Hotel terms and conditions.

## **10 Behaviour of Delegates**

10.1 Temenos strives to provide a safe, enjoyable and rewarding Event and expect all Delegates, to be considerate to each other. It is therefore a condition of attendance that You agree that:

- You will behave responsibly throughout Your attendance at the Event, paying due regard to the safety and well-being of other Delegates, Temenos staff, Temenos suppliers or Venue personnel or; and
- You will behave at all times in a way that does not adversely affect Temenos, the management and the general character of the Event, or act in a way that could adversely affect Temenos' or Venue's name, interests, business or high reputation. You shall indemnify Temenos and/or any applicable Event supplier (including Venue) for any such claims related thereto.

10.2 Temenos reserves the right to exclude from attendance or remove the Delegate from the whole or any part of the Event, without any liability, where their presence, behaviour conduct or action, is perceived by Temenos or any person acting with the authority of Temenos, in its absolute discretion:

- to be prejudicial to the safety or wellbeing of others or the proper and enjoyable running of the Event;
- or is or is likely to be undesirable or inappropriate; or
- involves a contravention of these Terms and Conditions.

10.3 Neither Temenos, nor any other person, has any obligation to exclude or remove any person. In the unlikely event of such an exclusion or removal, no fees or other expenses will be reimbursed or refunded to You and any unpaid fees will remain due and payable to Temenos.

## 11 Non-Compete

11.1 The Delegate shall not organise a hospitality or educational event on the Event Dates or on the day before or after the Event and in the same city as the Venue where such event competes for the time of Event Delegates, with the Event or with events that the Organiser may organise for Event Delegates to attend on the Event Dates or on the day immediately before or after the Event Date.

11.2 The Delegate shall not, without the permission of Temenos, book a private space within 10 miles of the Venue on the Event Date for the purpose of entertaining or educating Delegates.

## 12 Compliance with applicable laws and regulations

12.1 You agree that:

- You will fully comply with all rules, regulations and laws applicable to the Event;
- You will act in good faith and fully co-operate with any instructions, direction, rights or obligation arising from the Event given by Temenos and/or by Temenos Event suppliers;
- You will comply in all respects with any instructions, guidance, rules, regulations, policies or directions (such as but not limited to security, health, and safety regulations) ("Requirements") in force at any Event venue at the time of the Event, given by or for Temenos or any other relevant third party, including the person responsible for the premises where the Event takes place, including Venue or otherwise any competent authority; and

12.2 Temenos reserves the right to take immediate action against any Delegate that is not complying with this provision including but not limited to the termination/cancellation of Registration (without any refunds or liability).

12.3 The applicable local laws and customs where the Event is held may vary to those in other countries/regions. You are therefore strongly advised to familiarise yourself with, and respect local laws and customs where the Event is held.

## 13 Rules related to Event Venues:

13.1 You must comply with and abide by all of the Requirements.

13.2 You must not damage or deface the Venues facilities, equipment and/or other materials related to the Event or otherwise of any third party. When such damage occurs, You are solely responsible and liable to the owner of the property so damaged. You will inform Temenos of any material and apparent loss or damage to any such property which arise out of or in connection with or are consequent upon by Your use and You agree that You will be liable and promptly pay any reasonable charges for remedying any loss or damage arising of such (but excluding any fair wear and tear) and you agree that you shall indemnify and hold harmless Temenos from and against any charges or costs incurred by Temenos as a result of any such damage or defacing by you as aforesaid.

13.3 You will abide at all times with any instructions issued by Temenos or by the Venue to i) amend (the programme for) the Event, ii) interrupt (the programme for) the Event or iii) end the Event and to remove or make arrangements for the removal of all persons and/or property from the Venue or to admit or make arrangements for the admission of persons and/or property to the Venue. Temenos and/or Venue is not liable for any costs and loss, where relevant, that You incur as a result of the above.

- 13.4 You will observe, all rules and instructions of the Venue and its security staff regarding security and when required shall agree to submit to bag searches, and any other form of security check;
- 13.5 You agree that Temenos and/or its suppliers, including the Venue shall be able to remove from the Venue premises anything which has been brought onto the Venue premises for the purposes of, in connection with the Event brought on You;
- 13.6 You will comply at all times with all applicable health and safety laws, including the Health & Safety At Work Act 1974 and all regulations made thereunder and all relevant published guidance and standards; the Venue Rules & Regulations and any reasonable requirements of the Venue in relation to matters of health and safety.
- 13.7 You will comply with the instructions of the employees or security personnel appointed by the Venue.
- 13.8 You agree that the Venue shall have the right at its sole discretion to require people in excess of the maximum permitted number to leave either the room or, at its sole discretion, the Venue premises.
- 13.9 You will comply with all Venue terms and conditions and all applicable laws, regulations, byelaws, licences, permissions, the Venue Rules and Regulations and all industry and best practice guidelines relating to the use of the Venue.
- 13.10 Temenos and/ or the Venue is at all times entitled to issue You instructions on safety measures that are to be implemented by You as required.
- 13.11 You will not act or allow anything to be done inside, outside or in the vicinity of any Venue which may, in Temenos reasonable opinion, be or become a nuisance to Temenos or otherwise the Event, Venue or any premises or buildings in their vicinity.
- 13.12 You agree that Temenos may do (or require you to do) any acts, matters or things in respect of the Event (including, without limitation, suspending, closing down or controlling any Venue) which Temenos reasonably considers necessary:
- to prevent, control or remedy a material breach of these Terms and Conditions or any agreement related to the Event entered by Temenos; and
  - to prevent or control an actual or potential danger, hazard or risk to public safety or to urgently protect or maintain the fabric or structure of any Venue or other matters related to the Event.
- 13.13 You agree that Temenos may (or require you to do):
- remove from a Venue any of Your equipment, property, advertising, stand, exhibit, advertisement, hoarding, structure or other matter whatever;
  - procure the cessation of any of Your activity which is contrary to the Event; and/or
  - confiscate any of Your unauthorised food and/or beverages.
- 13.14 You will not bring or allow to be brought inside, outside or in the vicinity of any Venue:
- any animals (except dogs for the disabled);
  - any substance or article which is, in Temenos reasonable opinion, of a dangerous, explosive, hazardous or objectionable nature; and/or
  - any naked flame.
- 13.15 You will not:
- make any modification to the Venue and its fittings, or to make any additions; remove or cover any communications from the partners of Venue inside and outside the Venue.
  - place objects, offer merchandise (such as beverages, food, T-shirts, posters and similar) for sale, and/or to distribute or have them distributed in some other manner, or distribute folders, flyers and other advertising communications in the Venue and/or immediate vicinity of the Venue.

- use the Venue in a manner that causes hindrance to the users of spaces and auditoriums adjacent to the Venue or to their surroundings;
  - act contrary to the (fire) safety regulations applicable to Venue in and in the vicinity of the Venue (as assessed exclusively by Venue and the competent authorities).
- 13.16 You are under the obligation to comply promptly with all reasonable instructions relating to your use of the Venue issued to You by Temenos and/or the Venue.
- 13.17 You are also under the obligation to use the Venue in a manner that does not contravene any law, bye-law, permit or any other applicable written instructions issued by the authorities and does result in or create the risk of the withdrawal of any permit issued by the authorities, as assessed exclusively by the Venue.
- 13.18 You acknowledge that you shall have no claim and shall commence no action or proceedings against the Hotel owners or the Venue owners for any loss or damage of any kind whatsoever sustained by you regardless of fault, other than to the extent of their wilful misconduct or gross negligence. However notwithstanding the foregoing, nothing in these Terms and Conditions shall exclude or limit liability for fraudulent misrepresentation, death or personal injury, or for any other loss that may not lawfully be excluded by contract.

#### 14 General Event Rules

- 14.1 **Security:** For security purposes, Temenos will supply name badges. **You must wear Your badge at all times. Your badge is strictly personal and may not be transferred to another person nor may it be modified.**
- 14.2 **Internet:** You agree that You are responsible for Your access to, and usage of, the Internet or otherwise and IT systems related to the Event and shall comply with Temenos or its Event suppliers acceptable usage policy where You access such through any account or connection allocated to You. You agree that in order to use the Wi-Fi services at the Venue You may be required to register and to agree to the Venue's acceptable use policy before being provided with access to the Wi-Fi Service and the Venue shall have no obligation or liability to provide its Wi-Fi service to any Delegate in breach of the Acceptable Use Policy. The Venue reserves the right to update the Acceptable Use Policy at any time.
- 14.3 **Food and Beverage:** You will not bring or allow to be brought into any Venue (including the **MEA Partner Summit 2023** Location) any food and/or beverages which have not been authorised by Temenos in writing.
- 14.4 **No Smoking:** You will not smoke indoors at the Venue or at the Hotel and follow all instructions as to smoking areas and restrictions, and you agree that you shall indemnify Temenos for any room cleaning charges incurred by Temenos as a result of your breach of this rule.
- 14.5 **Audio Visual Equipment** (including without limitation audio players, microphones, video/ sound recorders and radios) or other sound devices operated in a manner objectionable to Temenos shall be prohibited, and the Delegate shall immediately cease using such equipment if so requested by Temenos.
- 14.6 **Your Belongings:** You agree that Temenos does not supply any security services related to the Event and Delegates assume full responsibility and risk for any belongings (including any property, equipment and/or goods) brought into any Venue or otherwise at the Event. Temenos and its Event suppliers, including Venues cannot accept any responsibility or liability for loss, damage or injury sustained or occasioned from an cause whatsoever.
- 14.7 **No illegal or immoral purpose.** You shall not use for any illegal or immoral purpose, for betting, gaming or lotteries or in any way which might diminish the goodwill, standing or reputation of Temenos and any its suppliers and/or subcontractors in relation to the Event, Venue or otherwise related to the Event.

#### 15 Insurance

- 15.1 Registration do not include insurance of any kind.

- 15.2 You agree that it is Your sole responsibility to arrange Your own adequate insurance cover in connection with Your attendance at the Event including but not limited to accommodation, cancellation and personal effects, or travel/medical insurance etc. None of Temenos nor Venue can take any responsibility for any Delegate failing to arrange its own adequate insurance.

## **16 Your Liability and Indemnity**

- 16.1 You acknowledge and agree that You will indemnify Temenos against any damages incurred by Temenos as a result of a third party claim arising from Your Event Registration or otherwise participation to the Event, except to the extent such damages were caused directly and solely by Temenos.
- 16.2 You will despite any other term of these Terms and Conditions, fully and effectively indemnify, hold harmless and keep so indemnified Temenos and any of its suppliers and/or subcontractors from and against any losses whatever suffered and/or incurred by Temenos and any of its suppliers and/or subcontractors arising out of or in connection with any injury to, illness of or death of any person caused or contributed to by You or arising out of matters for which you are responsible.
- 16.3 You acknowledge and agree that you are liable to Temenos and any of its suppliers and/or subcontractors, despite any other term of these, as a debt for all losses whatever suffered and/or incurred by Temenos and any of its suppliers and/or subcontractors arising out of or in connection with any breach of these Terms and Conditions, and/or non-compliance by You of any laws whatever related to the Event.

## **17 Temenos Liability**

- 17.1 Temenos' liability, if any, in connection with the Event (whether in contract, tort or otherwise) is limited to the total value that Your cancellation fee would be, if any. Furthermore, any claim for indirect, special or consequential loss or damage of any kind or for any loss of business or profit, revenue, anticipated savings, contracts, loss of or corruption to data, loss of use, loss of goodwill, interruption of business or claims of other parties or other similar pecuniary loss howsoever arising, even if Temenos has been advised of their possibility, is expressly excluded to the full extent of applicable law.
- 17.2 Any claims must be brought within one year of the claim arising.
- 17.3 Temenos will take no responsibility for any inappropriate behaviour or offenses committed by You whilst in country where the Event is held.

## **18 Force Majeure**

Temenos shall not be liable for any default or delay in the performance of its obligations under these Terms and Conditions if and to the extent such default or delay is caused, directly or indirectly, by: elements of nature or acts of God, war, riots, civil disorders, civil commotion, rebellions or revolutions, national or court or religious mourning, strikes, labour disputes, accidents, government requisitions, restrictions or regulations on travel, facility availability, commodities or supplies, inability to secure sufficient labour, civil disturbance, terrorism or threats of terrorism, transportation, disaster, fire, flood, earthquakes, hurricanes, unseasonably extreme inclement weather, epidemic or threats of epidemic, pandemic, any communicable disease or threat or fear of communicable disease which leads to any travel advisory or warning issued by a national or international body or agency, trade embargoes or sanctions or any other comparable conditions (a "Force Majeure Event"). Where a Force Majeure Event has occurred, Temenos shall be excused from further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and in no event shall Temenos be liable for any consequential, indirect, or incidental damages of any nature or for any reason whatsoever.

## **19 Data Protection**

Temenos will process personal data supplied during Your Event Registration, for purposes relating to the Event (such as securing your event and hotel registration, administration, security management, accounting, record keeping, to offer Event related products, including the Networking Service, and for conducting surveys) and as set forth in the Temenos Privacy Policy (<https://www.temenos.com/en/legal-information/privacy-policy/>). You confirm to Temenos that the personal data you have provided or will

provide to Temenos related to is correct and up to date or that you will inform us of any changes required in order to keep such data regarding You up to date. The personal data may include: given name, initials or middle names, family name, e-mail addresses, contact details, dietary information, emergency contact details, photographs, and where applicable payment and credit card details and tracking of all actions in the online registration.

## 20 Photographs and Videos

Temenos may photograph, videotape and other form of recording its own promotional Event and materials at its own discretion but subject to all applicable laws, in particular but not limited to any and all personal data protection regulations. Temenos may use such materials for its legitimate purposes in internal and external communication, such as on its websites and intranet and other Temenos publications for promotional and marketing activities and for any other lawful purpose in the ordinary course of its business, without compensation or acknowledgment.

## 21 Marketing

If you no longer wish to receive information about future Temenos events and marketing communications, you may unsubscribe from marketing communications by contacting [info@temenos.com](mailto:info@temenos.com).

## 22 Intellectual Property

The Temenos **Event Tools** (the Temenos **MEA Partner Summit 2023** DRS – delegate registration site, networking service information, promotional materials, etc.) contain proprietary materials of Temenos and/or of its suppliers. All rights therein are reserved. Any and all rights, including title, ownership rights, copyright, trademark, patents, and any other intellectual property rights of whatever nature, in the services or products described in these **Temenos Event Tools**, including any associated processes or any derivative works, will remain the sole and exclusive property of Temenos and/or its suppliers.

## 23 Trademarks

- 23.1 TEMENOS™, TEMENOS™ TRANSACT and TEMENOS™ INFINITY are registered trademarks of Temenos Headquarters SA.
- 23.2 All other product or company names that may be mentioned on the Temenos **Event Tools** are trade names, trademarks, or registered trademarks of their respective owners.

## 24 Links to other websites

The Temenos **Event Tools** may contain links to other websites, which are not controlled or maintained by Temenos. Please note that Temenos is not responsible for the content of those sites. The inclusion of such links does not imply any endorsement of these sites. Please note that Temenos is not responsible for the content of those sites. The inclusion of such links does not imply any endorsement of these sites. When you click on these links, you will leave Event website and be redirected to another site, including Hotel websites. These sites are not under the control of Temenos. Temenos is not an agent for these third parties and neither endorse nor guarantee their products. Temenos make no representation or warranty regarding the accuracy of the information contained in the linked sites. Temenos suggest that you always verify the information obtained from linked websites before acting upon this information. Also, please be aware that the security and privacy policies on these sites may differ from our policies, so please read third-party privacy and security policies closely. By continuing on to a third-party site, you agree to be bound by the policies and terms of use for that site. If you do not wish to continue to the third-party site, click close or use the back button on your web browser to return to the Event website. If you have any questions or concerns about the products and services offered on linked third-party websites, please contact the third party directly.

## 25 Temenos Event Tools Terms of Use

- 25.1 Temenos values and encourages freedom of expression. To maintain a right balance between such freedom of expression, and potential abuses of the Temenos **Event Tools**, You agree to:



- always respect the Temenos name, reputation, goodwill and other business assets when using the Temenos **Event Tools**.
- in particular, respect the Temenos Trademark Guidelines when referring to Temenos or its products and services. These Temenos Trademark Guidelines can be provided on request.
- ensure that any content that You make available does not infringe the rights of Temenos, another user, or any third party.
- in particular, refrain from infringing any intellectual property rights, privacy and data protection laws, confidentiality commitments, trade or business secrets, banking secrecy, or other laws when using the **Event Tools**.
- refrain from making any statements that would be insulting, threatening, libellous, obscene, offensive to religious, political or ethical beliefs, discriminating or racially oriented, or otherwise infringing any applicable legislation or third party rights.
- refrain from making any statements that would be disrespectful, misrepresenting, or otherwise harmful to Temenos, the user, or any third party.
- refrain from discussing topics with competitors that could give rise to competition law issues (such as price-fixing or market allocation agreements), and always conduct discussions with competitors in accordance with applicable antitrust regulations.
- refrain from using the Temenos **Event Tools** to participate in or send contests, pyramid systems, or chain letters.
- refrain from sending or posting unsolicited e-mails or internal messages (spam) to other users.

25.2 Temenos does not proactively monitor (neither before nor after publication of content) whether the content posted by users complies with these Temenos **Event Tools** Terms of Use. Although Temenos may occasionally verify compliance with the Temenos **Event Tools** Terms of Use, You agree that Temenos does not have a general obligation to monitor content posted on the **MEA Partner Summit 2023**, nor to actively seek facts or circumstances indicating illegal activity or content. TEMENOS EXCLUDES ALL LIABILITY (TO THE EXTENT PERMITTED BY APPLICABLE LAW) FOR ANY COSTS, LOSSES, CLAIMS, DAMAGES, EXPENSES OR PROCEEDINGS OF WHATEVER NATURE INCURRED OR SUFFERED BY YOU ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH YOUR USE OF THESE TEMENOS EVENT TOOLS AND THEIR CONTENTS, OR DUE TO ANY UNAVAILABILITY OF PARTS OR ALL OF THE TEMENOS EVENT TOOLS OR ANY MATERIALS OR ASSOCIATED SERVICES.

## 26 Miscellaneous

- 26.1 The Event registration site can be subject to maintenance, at Temenos' discretion and without prior notice. Such maintenance may require a temporary unavailability of these sites.
- 26.2 Temenos reserves the right to suspend or terminate the provision of all or part of the Temenos **Event Tools** at its own discretion, at any time, and without advanced notice.
- 26.3 By using any of the Temenos **Event Tools**, You agree to abide by these Temenos **Event Tools** Terms of Use.
- 26.4 These Temenos **Event Tools** Terms of Use are governed by the laws of England and Wales. In case of disputes arising in relation to these Temenos **Event Tools** Terms of Use, the Courts of England and Wales will have exclusive jurisdiction.
- 26.5 English shall be the official language of the Event.
- 26.6 Temenos reserves the right to make changes to any and all aspects of the Event including but not limited to the timing and content of the Event and Event agendas, the Event names, themes, content, programs, speakers, performers, hosts, moderators, Venues and time.

## 27 Applicable Law and Dispute Resolution

The Terms and Conditions and, more generally, all matters relating to registering for or participating in the Event shall be governed by the laws of England and Wales and, as regards any claims against Temenos, You agree to submit to the exclusive jurisdiction of the competent courts of England and Wales.

## 28 General

Waiver by Temenos of a breach of these Terms and Conditions, or of any rights created by or arising under these Terms and Conditions, must be in writing and signed by Temenos and variation of any part of these Terms and Conditions must be in writing and signed by Temenos to be effective.

Nothing in these Terms and Conditions will be construed to place the parties in the relationship of partners, joint ventures or fiduciaries, nor may either party act as agent for the other.

No statement or representation about the Event or otherwise concerning the subject matter of these Terms and Conditions may be relied upon by the Delegate unless expressly set out in these Terms and Conditions to the extent permitted at law.

The Delegate may not assign its rights or obligations under these Terms and Conditions.

## 29 ACKNOWLEDGEMENT OF COVID-19 & OTHER RISKS – COVID-19 WARNING:

- 29.1 Due to the uncertainty related to severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), which is also known as COVID-19 (“**COVID-19**”), an inherent risk of exposure to COVID-19 exists in any place where people gather. COVID-19 is an extremely contagious disease that can lead to severe illness and death. People of all ages and health conditions can be and have been adversely affected by COVID-19 according to public health authorities; and while people of all ages and health conditions can be and have been adversely affected by COVID-19, according to the public health authorities (i) people with certain underlying medical conditions are or may be especially vulnerable, including, but not limited to, people with chronic kidney disease, chronic obstructive pulmonary disease, moderate to severe asthma, liver disease, compromised immune systems (including as a result of organ transplant), obesity, serious heart conditions, sickle cell disease, and type two (2) diabetes, and (ii) the risk of severe illness from the contraction of COVID-19 increases steadily with age, and contracting COVID-19 can result in the further transmission of COVID-19 to Delegate’s spouse, family members, and other persons in proximity to Delegate; and exposure to COVID-19 can result in subsequent quarantine, illness, disability, other short-term and long-term physical and/or mental health effects, and/or death, regardless of age or health condition at the time of exposure and/or infection.
- 29.2 Delegate attendance at the Event is subject to compliance by the Delegate with all safety and health requirements and policies in force put in place in the location of the Venues, including requirements relating to face masks and enhanced health screenings (which may include a requirement that Delegate be tested for COVID-19 prior to or during the Event) and those policies and requirements of local health authorities (including, but not limited to those of South Africa or any other applicable public health authorities) all as may be updated from time to time (“**Covid-19 Safety Requirements**”). Local and regional restrictions may be introduced at short notice which may affect Delegate’s travelling to and/or from the Event location. Delegate acknowledges and agrees to consult the latest advice by the governmental and other public health authorities and ensure Delegate is aware of any applicable domestic or international Covid-19 Safety Requirements, and/or specific measures (as may be updated from time to time) in place which may apply before, during or after Delegate’s departure, travel attendance and return to and/or from the Event. Delegate’s attendance at the Event is conditioned on such compliance. Temenos is not responsible for any changes in the Covid-19 Safety Requirements which may affect Delegate’s departure, attendance and/or return to and from the Event in any way.
- 29.3 Delegate fully understands that:
- for Delegate’s safety, additional policies and procedures may be put in place relating to personal hygiene, social distancing and the wearing of face coverings at Event, however, no health and safety policies, assessments, precautions and/or protocols that will be implemented from time to time at and

for the Venue (collectively, the "**Venue Protocols**") by local, state and federal governmental agencies, the Venue owner/operator, and/or by Temenos and its affiliated companies (as applicable) and/or third parties, can eliminate the risk of exposure to COVID-19; and Delegate is responsible for Delegate's own health and for taking individually recommended COVID-19 related health measures;

- Temenos and/or its affiliates or contractors are taking a number of COVID-19 related measures at the Event to limit COVID-19 risks but Temenos and/or its affiliates or contractors are not responsible in any way and exclude any and all liability whatsoever to the maximum extent permitted by law, if Delegate contract a COVID-19 related illness at the Event or if Delegate is confined/ quarantined as a result of attending the Event. Delegate agree that it is Delegate's sole responsibility to arrange Delegate's own quarantine arrangements and associated cost including without limitation having adequate and sufficient insurance cover in connection with any related restrictions and/or measures imposed by public health authorities as a result of any such quarantine measures that might be imposed on Delegate;
- Temenos reserves the right to cancel or reschedule for any reason including COVID-19 without any liability to Delegate; and
- Temenos provide no guarantee the Event agenda will be maintained and is subject to change, particularly with respect to COVID-19 related restrictions and illnesses (for example if someone presenting cannot attend (in person)); and
- Delegate is responsible for Delegate's own travel plans, including meeting local travel requirements, entry restrictions and rules and testing requirements that Delegate must meet to travel to, and from Delegate's destination country to the Event destination country.

### **30 COVID-19 Restrictions and Protocols for Attending the Event:**

- 30.1 Delegates may be required to provide the following at Venue onsite registration in order to attend and participate at the Event:
- proof of a COVID-19 full vaccination either via a valid EU digital vaccination app or a valid CDC vaccination card ("Valid Vaccination Certificate") and/or
  - present a negative COVID-19 PCR test from the period of 48 hours before Delegate onsite registration at the Venue ("PCR Negative Test"); or
  - medical proof of recovering from COVID-19 in the last 180 days, subject to any local rules and regulations requirements ("Medical Proof").
- 30.2 Delegates not being able to provide proof of either a) a Valid Vaccination Certificate or b) a PCR Negative Test or c) Medical Proof may not attend or participate in the Event. Temenos is not responsible for any cancellations costs or expenses as a result of Delegates not being able to travel or attend the Event as a result, including Hotel Fees which shall be subject to related Hotel cancellation terms and conditions.
- 30.3 Delegates travelling from outside South Africa must follow travel government guidelines from their country of origin and may be subject to additional COVID-19 rules at the time of their entry into South Africa. It is the responsibility of each Delegate to monitor and comply at their expense with the latest public health measures and rules imposed by local and national health authorities in South Africa and/or Venue;
- 30.4 PCR testing. Delegates may be asked to take additional COVID-19 tests in compliance with South African governmental public health and safety requirements and/or the particular requirements of the Venue. Temenos is not responsible for any cancellations costs or expenses as a result of Delegates not being able to travel or attend the Event as a result of Delegates having a COVID-19 PCR test positive, including Hotel Fees which shall be subject to the related Hotel cancellation terms and conditions.
- 30.5 By attending the Event Delegate may need to consent to the use of Delegate's data for test and tracing requirements.

- 30.6 **Insurance.** Delegates are encouraged to have suitable medical insurance with COVID-19 coverage included at their own cost.
- 30.7 **Face mask.** Delegates are encouraged to bring their own masks and wear them at the Venue throughout the Event.
- 30.8 Delegate agrees that Delegate will NOT attend the Event if any one or more of the following is true on the day of such Event:
- Delegate is sick;
  - Within the prior 48 hours, Delegate has experienced symptoms of COVID-19 (e.g., a fever of one hundred point four Fahrenheit (100.4°F) or thirty-seven point three Celsius (37.3°C) or higher, cough, shortness of breath or difficulty breathing, chills, repeated shaking, muscle pain/achiness, headache, sore throat, loss of taste or smell, nasal congestion, runny nose, vomiting, diarrhoea, fatigue or any other symptoms associated with COVID-19 identified by the public health authorities);
- 30.9 Delegate agrees to abide by all social distancing and health protocols in place at the Venue and in accordance with local requirements, including quarantining if required by English law and regulations at Delegate full cost and expense.
- 30.10 Delegate agrees to follow the instructions of Temenos and/or the Venue staff at all times.
- 30.11 If Delegate does not comply with protocols, or authorised requests, Delegate may be asked to leave immediately without liability or further recourse.

### **31 ASSUMPTION OF RISKS, HAZARDS AND DANGERS.**

Delegate acknowledges and agrees that Delegate's attendance and participation in the Event is voluntary, and Delegate understands the nature of the Event. To the maximum extent permitted by law, Delegate agrees that Delegate solely assumes the risks associated with attending and participating in the Event.

Delegates voluntarily assumes all risk and danger of personal injury (including death), any risk of contracting a communicable disease or illness (including exposure to COVID-19, as well as any mutation, adaptation or variation thereof), a bacteria, virus, or other pathogen capable of causing a communicable disease or illness), and all hazards arising from, or related in any way to, the event (including, but not limited to, injuries caused attendees or other objects) whether occurring prior to, during or after the Event, howsoever caused and whether by negligence or otherwise by Temenos and/or its suppliers. Delegate agrees that neither Temenos or their respective affiliates, employees, contractors or owners are liable for any injury, illness, paralysis virus or disease contraction (including, but not limited to, COVID-19), disability, death, or property damage from such causes.