

## **EFT CORPORATION LIMITED EVENT TERMS AND CONDITIONS**

Read the following agreement carefully. These are the terms and conditions of the agreement between yourself and EFT Corporation Limited (herein after referred to as “EFT”).

This agreement explains Your rights, obligations and responsibilities, as well as those of EFT. Upon registration for the event or acceptance of the invitation offered by EFT, You agree to and accept the terms of this agreement.

This agreement has legal consequences and will affect your legal rights and ability to bring future legal actions.

### **1. RECITALS**

- 1.1. EFT is hosting a digital banking conference called “Banking on the Future with EFT Corporation”. The aim of the event is to bring together our existing customers and partners to discuss the digital banking landscape in Africa. .

### **1. DEFINITIONS**

- 1.1. Unless a contrary intention clearly appears, the following terms shall have the following meanings assigned to them and cognate expressions shall have corresponding meanings, namely –
  - 1.1.1. **“Confidential Information”** means all information and data of whatsoever nature (including the Intellectual Property), whether tangible, intangible, oral or in writing and in any format or medium that is obtained or learned by, disclosed to You, or comes to Your knowledge through Us during the course of or arising out of or in relation to this Agreement or Your attendance of the Event, by whatsoever means, which by its nature or content is or ought reasonably to be identifiable as confidential or proprietary to Us, or which is provided or disclosed in confidence, irrespective of whether it appears in written, oral, electronic or graphical format;
  - 1.1.2. **“EFT” / “We” / “Us”**: refers to EFT Corporation Ltd with registration number: C16047710 EFT MAU, the entity responsible for organising and hosting the event as outlined in this Agreement and conditions.

- 1.1.3. **“Guest”/ “You”**: refers to any individual invited to attend the event organised by EFT, including but not limited to attendees, Guests, and accompanying persons. Each Guest is bound by this Agreement and conditions upon acceptance of the invitation and participation in the event.
- 1.1.4. **“Ancillary Event”**: any excursion or event, including, for example, a field trip, networking event, tour of production facilities, site visit, boat trip, aircraft ride, or any other excursion which is arranged by EFT for Guests at an Event.
- 1.1.5. **“Ancillary Terms”**: any supplementary terms and conditions which may be applicable to an Ancillary Event.
- 1.1.6. **“Content”**: materials, data, information and products provided by EFT or its event partners at, relating to or forming part of the Event.
- 1.1.7. **“Data Protection Laws”**: any laws and regulations relating to the processing, privacy and use of personal data in connection with or pursuant to this Agreement.
- 1.1.8. **“Event”**: an event hosted by or on behalf of EFT including a conference, exhibition, convention, congress, summit, seminar, webinar, meeting, workshop, award dinner, public training, private or bespoke training, Ancillary Events and Online Events.
- 1.1.9. **“Event Confirmation”**: our written (including digital) confirmation of your registration for a place at that Event. Once the Guest RSVP's using the landing page form, EFT will be notified of their successful registration. A pop up will come up, notifying the Guest that EFT has received their RSVP.
- 1.1.10. **“Event Dates”**: the dates on which the Event is scheduled to take place.
- 1.1.11. **“Event Marks”**: trademarks and service marks owned by or licensed to EFT relating to the Event.
- 1.1.12. **“Event Sponsor”**: a person or company which has entered into a sponsorship agreement with EFT or its partners in relation to an Event. The sponsors for the Event are: Mastercard, Visa, ACI, Thales, Stratus, Verifone and Ukheshe.
- 1.1.13. **“Event Venue”**: the venue at which a physical Event is held.

- 1.1.14. **“Fee”**: the fee payable by a Guest (or Sponsor on behalf of a Guest) in order to attend an Event.
- 1.1.15. **“Intellectual Property Rights”**: patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights.
- 1.1.16. **“Losses”**: actions, damages, claims, liabilities, costs, losses and expenses (including, without limitation, reasonable legal fees).
- 1.1.17. **“Online Event”**: an online, virtual or non-physical conference, exhibition, convention, congress, summit, seminar, webinar, meeting, workshop, award dinner, public training, private or bespoke training or other event.
- 1.1.18. **“Online Event Platform”**: any website, platform, forum or other online environment used by EFT for the purposes of hosting an Online Event.
- 1.1.19. **“Guest/You/Your”**: an individual who received an invitation to register and attend an Event hosted by EFT.
- 1.1.20. **“Registration Details”**: the personal data provided by Guests when they register to attend an Event.

## **2. COMMENCEMENT AND REGISTRATION**

- 2.1. This agreement is effective from the first date and time you accept the invitation and/or register for the event hosted by EFT.
- 2.2. Validly registering for the Event shall entitle you to admittance to the Event as a Guest, subject to this Agreement.
- 2.3. The Registration Details of each Guest must be registered (whether in their personal capacity, or as a representative of a company or other legal entity) with Us not less than 2 (two) weeks before the start of the Event. We reserve the right to exclude from any Event any individual whose name does not appear on our register of Guest at the start of the Event.

- 2.4. If you register for an Event as a representative of a company or other organisation you confirm that you have authority to agree to this Agreement on behalf of EFT or other organisation. You shall also ensure Guest(s) from EFT or other organisation attending the Event are made aware of and shall be bound by this Agreement.
- 2.5. When registering for the Event, you must provide us with accurate and complete Registration Details. It is your responsibility to inform us of any changes to that information (including, without limitation, your email address) by updating your details on the relevant section of the applicable website or contacting us using the contact information provided to you in any Event Confirmation.
- 2.6. It is your responsibility to inform us of any special access requirements or dietary requirements at the time of registration, and in any event no later than 2 (two) weeks in advance of the Event. Any dietary requests made less than 2 (two) weeks before an Event may not be available.
- 2.7. All registrations the Event or any Ancillary Events are subject to availability and to acceptance by EFT at its absolute discretion.
- 2.8. By attending the Event you acknowledge that photographs and filming may take place at the Event. EFT reserves the right to use images and videos recorded at the Event with your photograph and/or likeness in future marketing materials, including social media channels, websites, and print material, without obtaining any further approval from you or making any payment to you. If you do not wish your photograph to be taken at an Event please notify the photographer during the Event and we will use reasonable endeavors to comply with your request.
- 2.9. Guests may not sell, transfer, or share their Event invitation.

### **3. EVENT DATES**

- 3.1. **Event Dates:** The event will take place over a period of 3 (three) days, from May the 13th up to and including May the 15th, 2024.

### **4. ATTENDANCE REQUIREMENTS**

- 4.1. Each Guest shall:

(a) observe the rules, policies and procedures of the Event Venue including in relation to health and safety and any reasonable instructions issued by EFT and/or the management of the Event Venue and/or the Online Event Platform;

(b) behave in a respectful, professional and appropriate way that does not breach the laws or regulations of their home country or of the host country or that risks bringing the Event or EFT into disrepute;

(c) ensure they have adequate insurance for their own requirements, including personal accident and travel insurance, prior to attending any Event; and

(d) ensure they have all necessary travel documentation, including but not limited to visas and other entry permits into the country where the Event is held, and that they comply with all health formalities and any applicable laws.

- 4.2. You agree that your travel to and attendance at an Event is at your own risk and not the responsibility of EFT. EFT is not obliged to provide any advice or assistance relating to the obtaining of visas. Failure by any Guest to obtain a visa to attend an Event shall not entitle him or her to a refund of any Fees.

## **5. GUEST OBLIGATIONS**

- 5.1 EFT reserves the right to refuse entry by any Guest to an Event or to remove any Guest from an Event without any liability for any reason and at its sole discretion.
- 5.2 EFT reserves the right to recover from you any loss or damage incurred or suffered by us, the Event Venue, the Online Event Platform or any other Guests as a result of your conduct at the Event or failure to comply with this agreement. In such circumstances, a Guest shall not be entitled to a refund of any Fees.

## **6. FEES**

- 6.1. Accommodation and Meals: EFT will cover the costs of accommodation, including room charges, meals, and non-alcoholic beverages during the Event for all Guests.
- 6.2. Travel Arrangements: Guests are responsible for arranging and covering the costs of their own flights and/or other transportation costs to and from the Event location.
- 6.3. Additional Expenses: Guests will be responsible for any additional expenses incurred during their stay, including but not limited to travel/medical insurance, personal purchases, extra services, and transportation outside of the scheduled activities.

## **7. INTELLECTUAL PROPERTY RIGHTS**

- 7.1. All Intellectual Property Rights in and to Events, Confidential Information and in the Content relating to Events are the property of EFT or its third-party content providers. We may provide a licence to third parties, including Event Sponsors, to use the Content at our sole discretion.
- 7.2. Guests may use the Content solely for their own personal use and benefit and not for resale, distribution or other commercial purposes.
- 7.3. The Event Marks may not be used without EFT's prior written permission.
- 7.4. Any request for permission to republish, reprint or use for any other purpose any of the Content or Event Marks should be sent by email to the Event contact as described in your Event Confirmation.
- 7.5. The Confidential Information and Content belongs to EFT or its suppliers.

## **8. ANCILLARY EVENTS**

- 8.1. Guests will have the option to participate in one of two Ancillary Events, which must be selected in advance due to limited availability. The Ancillary Event options are a Guided Tour of the Victoria Falls or a round of golf at the Elephant Hills Hotel[.
- 8.2. Guests must indicate their preferred Ancillary Events choice during the submission of their RSVP form on the website landing page. Guests will be able to choose from a drop-down menu on which ancillary event they would like to partake in.. Activities will be allocated on a first-come, first-served basis. Should the Guest have any questions relating to the ancillary events one can reach out to the event organisers at [eftconference@cansaf.com](mailto:eftconference@cansaf.com) . Should Guests which to participate in an Ancillary Event specific Ancillary Terms may apply. Such Ancillary Terms shall be contained in the materials provided to you when you register to attend an Ancillary Event and shall apply in addition to this Agreement.
- 8.3. If there is any inconsistency between this Agreement and any applicable Ancillary Terms, the Ancillary Terms shall take precedence in relation to the Ancillary Events.

## **9. CHANGES TO EVENT**

- 9.1 Although EFT's Event programmes are correct at the time of publication, we may exchange the format, Content, venue, speakers, hosts, moderators and/or timing of an Event. EFT shall use its reasonable endeavours to notify all Guests of any such changes prior to an Event.

## **10. CANCELLATION AND SUBSTITUTION**

- 10.1. All cancellations by Guests must be received in writing no later than 2 (two) weeks before the first day of the Event. We cannot accept verbal cancellations. Guests may nominate a substitute to attend an Event in his or her place, subject to their agreement and compliance with this Agreement.
- 10.2. Notifications of cancellations and substitutions should be sent in writing to EFT contact designated in the Event Confirmation as soon as possible (and in any event at least two Business Days before the Event). Registration details for any substitute must be received by EFT at least 2 (two) weeks before the Event.
- 10.3. We may in exceptional circumstances need to cancel or postpone an Event, in which case we shall notify you as soon as reasonably practicable. In the event of cancellation, we shall not refund Guests with any Fees paid. In the event of postponement, we shall offer you the option to re-register for the rescheduled Event. We shall not be liable for any Losses incurred by you as a result of such cancellation or postponement.

## **11. DATA PROCESSING**

- 11.1. In this clause the terms "personal data", and "processing" shall have the meanings ascribed to them under relevant Data Protection Laws.
- 11.2. EFT shall:
- (a.) comply with all applicable requirements of the Data Protection Laws; and
  - (b.) process any personal data which it obtains or holds in relation to a Guest under or in relation to this Agreement for the purposes of carrying out its obligations under this Agreement, in accordance with its privacy notice or as otherwise permitted by Data Protection Laws.
- 11.3. Guests understand and agree that personal information provided to the event organizers, including but not limited to names, contact details, and any special

requirements, will be collected, stored, and processed for the purposes of event planning and organization.

- 11.4. We shall furthermore collect, use and store your personal data for the purpose of hosting the Event, including, but not limited to Event organisation, planning, registration, communications, Event access, dining, hotel room reservations, administration (including before, after and during the Event), invoicing and payment, delegate lists, post-Event feedback, quality checks, Guest verification (including for sanctions and trade control purposes), research and polling.
- 11.5. In order to fulfil our obligations to you in relation to the Event, we may share relevant personal data with presenters, Event Venue management, the Online Event Platform, trainers, organisers, print houses, finance partners, connected communities, faculties, committees, Event service providers and external delivery partners. We may also share personal data in accordance with our privacy notice, including with Event Sponsors who may be based in any territory.
- 11.6. EFT will take reasonable measures to safeguard the confidentiality and security of all personal information collected. However, Guests acknowledge that no data transmission over the internet or electronic storage method is entirely secure, and therefore, EFT cannot guarantee absolute protection against unauthorized access or disclosure.
- 11.7. It is the responsibility of Guests to ensure that all personal information provided to the organizers is accurate, complete, and up to date. Guests must promptly notify EFT of any changes or inaccuracies in their personal information to ensure the smooth coordination of the event.

## **12. FORCE MAJEURE**

- 12.1. In this clause, "Force Majeure" means circumstances which are beyond our reasonable control and which are reasonably likely to affect the successful delivery of the Event or would make it inadvisable, impracticable, illegal, or impossible for us to host the Event or perform our obligations under this Agreement, including circumstances, which directly affect the Guests in their home countries resulting in a material percentage of the Guests being reasonably likely to be prevented from attending the Event.



If, as a result of Force Majeure, EFT cancels the Event, EFT shall use its reasonable endeavours to either

- (a.) reschedule the Event; or
- (b.) switch the Event from a physical Event to an Online Event, in each case to take place within two months of the original Event Dates.

12.2. EFT accepts no liability and shall pay no compensation where the performance of its obligations is made impracticable, illegal or impossible by or as a result of Force Majeure.

### **13. LIMITATION OF LIABILITY FOR EFT**

13.1. Nothing in this Agreement shall limit or exclude our liability for:

- (a) death or personal injury;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot be limited or excluded by applicable law.

13.2. You agree that your access to any Event and your use of any of the Content is at your sole risk and responsibility and acknowledge that all Content is provided "as is" and "as available". The Content is made available for your general information and any advice, opinion, statement or other information forming part of the Content is not intended for trading or to address your particular requirements. The Content does not constitute any form of advice, recommendation or arrangement by us (including, without limitation, investment advice or an offer or solicitation to buy or sell any security, financial product or other investment) and is not intended to be relied upon by users in making (or refraining from making) any specific investment or other decisions. Appropriate independent advice should be obtained before making any such decision.

13.3. While we will take all reasonable precautions to ensure the safety of the Guests during the Event, we cannot be held liable for any accidents, injuries, or losses that may occur.

13.4. Guests are encouraged to obtain their own travel insurance to cover any accidents, injuries or unforeseen circumstances.

13.5. Subject to clause 13.1, we shall not be liable, whether based on a claim in contract, tort/delict (including negligence), breach of statutory duty or

otherwise arising out of or in relation to this Agreement, for any indirect or consequential losses.

- 13.6. 14.5 Subject to clause 13.1 EFT's total liability to you, whether based on an action or claim in contract, tort/delict (including negligence), breach of statutory duty or otherwise arising out of, or in relation to this Agreement shall not exceed the total amount of the Fees paid or payable under this Agreement.

#### **14. LIMITATION OF LIABILITY FOR THIRD PARTIES:**

- 14.1. Guests acknowledge that certain aspects of the Event, including but not limited to transportation, accommodation, Ancillary Events and other recreational activities, may be facilitated by third-party vendors or independent contractors not directly controlled by EFT.
- 14.2. EFT shall not be liable for any act, omission, negligence, or misconduct of any third-party vendors or independent contractors involved in providing services or activities during the event.
- 14.3. Guests agree that any claims, losses, damages, or liabilities arising from interactions with third-party vendors or independent contractors are solely between the guest and the respective vendor or contractor. Guests are encouraged to review and adhere to the terms and conditions, privacy policies, and safety protocols of third-party vendors or independent contractors.
- 14.4. In the event of any dispute, claim, or dissatisfaction with services provided by third-party vendors or independent contractors, guests agree to address such matters directly with the respective vendor or contractor and to hold EFT harmless from any associated claims, losses, or damages.
- 14.5. This limitation of liability extends to all aspects of the event, including but not limited to Ancillary Events, transportation arrangements, accommodation bookings, recreational activities, and dining experiences.
- 14.6. By participating in the event, guests acknowledge and accept the limitations of liability outlined in this clause regarding the actions or omissions of third-party vendors or independent contractors.

#### **15. ANTI-BRIBERY & CORRUPTION**

- 15.1. You undertake that you shall comply with any applicable Anti-Bribery Legislation.

- 15.2. You undertake that you will not, directly or indirectly pay, offer, give or promise to pay or authorise the payment of any monies or other items of value to:
- (a.) an official or employee of a government department, agency or instrumentality, state-owned or controlled enterprise or public international organisation;
  - (b.) any other person at the suggestion, request or direction or for the benefit of any of the above-described persons,
  - (c.) if any such payment, offer, act or authorisation is for purposes of influencing official actions or decisions or securing any improper advantage in order to obtain or retain business, or engaging in acts or transactions otherwise in violation of the Anti-Bribery Legislation.
- 15.3. You undertake that neither you nor, so far as you are aware, any agents or other persons acting on your behalf has directly or indirectly:
- (a.) violated or is in violation of any applicable Anti-Bribery Legislation;
  - (b.) made, offered to make, promised to make or authorized the payment or giving of, directly or indirectly, any bribe, rebate, payoff, influence payment, kickback or other payment or gift of money or anything of value (including meals or entertainment) to any officer, employee or ceremonial office holder of any government or instrumentality thereof, any political party or supra-national organization (such as the United Nations), any political candidate, any royal family member or any other person who is connected or associated personally with any of the foregoing that is prohibited under any applicable law or regulation or otherwise for the purpose of influencing any act or decision of such payee in their official capacity, inducing such payee to do or omit to do any act in violation of their lawful duty, securing any improper advantage or inducing such payee to use their influence with a government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality ("Prohibited Payments"); or
  - (c.) been subject to any investigation by any governmental entity with regard to any actual or alleged Prohibited Payment.

## **16. TRADE SANCTIONS**

16.1 Neither you, nor, so far as you are aware, any agents or other persons acting on your behalf:

- (a.) is listed on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC") or any similar list maintained by the United Nations, the United Kingdom, the European Union, or any other relevant governmental entity;
- (b.) directly or indirectly, has conducted, conducts or is otherwise involved with any business with or involving any government (or any sub-division thereof), or any person, entity or project, targeted by, or located in any country that is the subject of, any of the sanctions administered by OFAC or any equivalent sanctions or measures imposed by the United Nations, the United Kingdom, the European Union or any other relevant governmental entity (collectively "Sanctions");
- (c.) directly or indirectly supports or facilitates, or plans to support or facilitate or otherwise become involved with, any such person, government, entity or project; or
- (d.) is or ever has been in violation of or subject to an investigation relating to Sanctions.

16.2 Each Guest shall ensure they are legally entitled to attend the Event and by attending each Guest warrants that they are not the subject of any Sanctions or trade controls or other restrictions that mean they should not attend.

## **17. GOVERNING LAW, JURISDICTION AND LANGUAGE**

17.1. This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa and all disputes, actions and other matters relating thereto will be determined in accordance with such law.

17.2. The parties hereby irrevocably submit to the jurisdiction of the High Court of South Africa (South Gauteng High Court, Johannesburg) (or any successor to that court) in respect of all and any matters arising out of or in connection with this Agreement.

17.3. This Agreement has been concluded in the English language. In the case of any conflict between the English and any other translation version, the English version shall prevail.

## **18. WHOLE AGREEMENT, AMENDMENTS AND UPDATES**

18.1. This Agreement constitutes the whole agreement between the parties relating to its subject matter, supersedes all prior or oral or written communications and representations, and, prevails over any conflicting or additional terms in any document or other communication between the parties leading up to and during the term of this Agreement.

18.2. We may amend this Agreement from time to time without prior notice to You. Except where We specifically stated that We will provide You with prior notice in this Agreement.

18.3. You should regularly view this page to ensure that You are satisfied with any changes. If You are not satisfied with the revisions made, You should de-register for the Event immediately.

18.4. To the extent permissible by law, We shall not be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.

## **19. SEVERABILITY**

19.1. Any provision in this Agreement which is or may become illegal, invalid or unenforceable shall be ineffective to the extent thereof and shall be treated as not written and severed from the balance of this Agreement, without invalidating the remaining provisions.

## **20. CONTACT**

20.1. Should You have any questions or concerns regarding this Agreement or the Event please consider the information provided at <https://eftcorp.com/banking-conference-2024> or Guests can reach out to EFT at [eftconference@cansaf.com](mailto:eftconference@cansaf.com).