Last updated on November 11 2026

SREDAY TERMS AND CONDITIONS

1 INTRODUCTION

(a) These terms and conditions (**Terms**) apply:

(i) when you use this website, https://www.sreday.com/ and any other websites we operate with the same domain name and a different extension (**Website**);

(ii) when you buy a ticket to gain access to our services (**Services**);

(iii) if you purchase tickets to in-person events (as defined below) through this Website.

(b) You agree to be bound by these Terms which form a binding contractual agreement between you and us, SREDAY LIMITED, a company registered in England and Wales under company number 09690643 with registered office 3rd Floor, 86-90 Paul Street, London, England, EC2A 4NE (**SREday, our, we or us**).

(c) If you don't agree to these Terms, you must refrain from using the Website, subscribing to our Services or purchasing Tickets.

(d) We may change these Terms at any time by updating this page of the Website, and your continued use of the Website following such an update will represent an agreement by you to be bound by the Terms as amended.

2 ACCOUNTS

2.1 ACCOUNTS

(a) In order to use some of the functionality of the Website, you may be required to sign-up, register and receive an account through the Website (an **Account**).

(b) As part of the Account registration process and as part of your continued use of the Website, you are required to provide personal information and details, such as your email address, first and last name, preferred username, a secure password, billing, postal and physical addresses, mobile phone number, photos and video, audio files, profile information, payment details, ratings and reviews, and other information as determined by SREday from time to time.

(c) You agree that you're solely responsible for:

(i) maintaining the confidentiality and security of your Account information and your password; and

(ii) any activities and those of any third party that occur through your Account, whether those activities have been authorised by you or not.

(d) You warrant that any information you give to SREday in the course of completing the Account registration process will always be accurate, honest, correct and up to date.

(e) Once you complete the Account registration process, SREday may, in its absolute discretion, choose to accept you as a registered user within the Website and provide you with an Account.

(f) SREday reserves the right to contact you about any concerning behaviour by you, or to seek a resolution with you.

(g) SREday may suspend or cancel your Account for any reason, including for any failure to comply with the Terms.

(h) You also agree to let us know if you detect any unusual activity on your Account as soon as you become aware of it.

(i) We will not be responsible to you for, and expressly disclaim any liability for, any cost, loss, damages or expenses arising out of a failure by you to maintain the security of your Account information or your password.

(j) You agree to release SREday from any and all liability for any loss or damage that arises out of or in connection with information you provide that is not accurate, honest, correct or up-to-date.

2.2 ACCOUNT CANCELLATION

(a) (**Cancellation by you**) You are responsible for the cancellation of your Account. You can cancel your Account at any time by using the functionality provided on the Website.

(b) (**Cancellation by us**) To the extent permitted by law, we reserve the right to terminate your access to any or all of the Website at any time without notice, for any reason, provided that we refund to you any fees for Products which you have paid for and not received. We may also terminate your access to any or all of the Website at any time without notice without issuing a refund if you breach any provision of these terms.

3 SUBSCRIBING FOR OUR SERVICES

3.1 SIGNING UP

(a) In order to access our Services, you must first subscribe to our Services via our Website (**Subscription**). Tickets for SREday need to be purchased.

(b) When you sign up for a Subscription, you are required to provide us with personal information and details, such as your name, email address, job title, phone number, company name and any other information as requested by SREday from time to time.

3.2 ONLINE TECH EVENTS

(a) Once you have subscribed to our Services, you will be able to access our online tech events (**Online Tech Event, Online Tech Events**).

(b) Our Online Tech EventOnline Tech Events are as set out on our Website from time to time.

(c) If you register for an Online Tech Event, we will send you an email with details to access the relevant Online Tech Event, including a link and password.

4 IN-PERSON EVENTS

4.1 APPLICATION

This clause 4 is only applicable to in-person events (**Event**)

4.2 GENERAL

We offer tickets to Events for sale (**Ticket**).

4.3 SUBMITTING AN ORDER

(a) By submitting an order for purchase of a Ticket using the Website's functionality (**Order**) you represent and warrant that:

(i) you have the legal capacity and are of sufficient age to enter into a binding contract with us; and

(ii) you are authorised to use the debit or credit card you provide with your Order.

(b) We reserve the right to accept or reject your Order for any reason. All Tickets are subject to availability. Once you have submitted an Order, it will be deemed accepted when we send you a confirmation email (**Booking Confirmation**).

(c) In the event that you purchase Tickets to an Event on behalf of a third party, you represent and warrant that you have made that third party aware of these terms & conditions and you acknowledge and agree that actions of that third party shall also be attributed to you for the purposes of these terms and conditions.

4.4 EVENTS

(a) At the time of placing an Order, you will have the opportunity to review the inclusions/exclusions of your Ticket. Your Ticket will only include access to those inclusions as set out on our Website at the time of placing an Order. A particular Ticket may include access to one or several days of an Event, certain speakers (**Speakers**), demonstrations, networking opportunities and dinner events.

(b) Flights, accommodation and meals (unless otherwise specified in writing, for example as part of an included dinner & drinks package) are not included in your Ticket. You are responsible for organising your flights to and from the Event location, accommodation, and food & beverages.

(c) We reserve the right, at any time, to vary:

(i) the schedule of the Event, including the advertised programs, Speakers, attendees, activities, content presented at the Event, venue(s), seating arrangements and any other ticket categories; and

(ii) the date of the Event or any other part of the Event.

(d) Conference programs may include scheduled breakfast, lunch and dinner breaks. When such meal breaks are explicitly listed in the official event schedule, the cost of these meals is included in the price of the conference ticket and paid for by the organizer. While the venue may offer additional food or beverage options beyond the conference catering, these items are not included in the ticket.

(e) For any free meetups or side events associated with the conference, food and beverages may or may not be provided at no cost. Availability of complimentary food and refreshments at these events is not guaranteed unless explicitly stated.

(f) If a specific Speaker is unavailable to attend an Event, we will endeavour to replace that Speaker with a speaker of a similar expertise, however we make no guarantees in this regard. You acknowledge and agree that in booking a Ticket, you understand and accept the risk that one or more of the advertised Speakers may be unavailable to present at the Event for any reason.

(g) To the extent permitted by law, where we cancel or vary an Event, we will not be liable for any other loss, damage, charge or expense (including special, incidental or consequential) incurred by you as a result of such cancellation or variation including without limitation the costs of any travel or accommodation. You incur such expenses at your own risk.

4.5 ATTENDEE CONDITIONS

(a) You may be denied entry into the Event, or removed from the Event if you fail to follow these terms or where we have reasonable grounds to do so including (without limitation) where we believe that you have engaged in any illegal or disruptive activities, you are intoxicated, under the influence of illicit substances, represent a security risk, or have acted in a manner which affects the enjoyment of the other attendees at the Event or the public. If you are removed or denied entry from the Event you will not be entitled to any refund.

(b) You acknowledge at all times you are solely responsible and liable for your own behaviour and wellbeing.

(c) All unauthorised photography and/or recording or transmitting of audio or visual matter that is used for commercial purposes is expressly prohibited at the Event. For the avoidance of doubt, you may take general photos or videos for non-commercial purposes for sharing on social media platforms such as Facebook, Twitter or Instagram. These digital images must be of a general nature, depicting the event and/or Speaker. If any Speaker requests that you do not photograph or record their presentation, you must comply with such a request.

(d) The Ticket is also subject to any additional terms and conditions of the owner or licensor of the venue. Admission to the Event is subject to any of the venue conditions. You agree to comply with all reasonable instructions issued by us or by the owner or licensor of the venue.

(e) Unfortunately, depending on the venue of the Event, we may not be able to guarantee disabled access to the Event due to our limited control of adding facilities at the venues.

(f) You may be required to submit to a search of yourself and/or possessions before entering the Event.

(g) As part of the Event, we may serve alcohol. We do not condone excessive or binge drinking. We promote responsible drinking of alcohol. You must always abide by state and federal laws regarding lawful drinking practices. We strongly advise that you do not drive after the consumption of alcohol at the Event and we do not accept any responsibility for such conduct. We reserve the right to refuse to serve you alcohol without notice.

4.6 PAYMENT

(a) All prices are:

(i) per unit (except where otherwise indicated);

(ii) in British Pounds (except where otherwise indicated); and

(iii) subject to change prior to you completing an Order without notice.

(b) (**Payment obligations**) Unless otherwise agreed in writing, you must pay for all Tickets at the time of placing an Order.

(c) (**VAT**) Unless otherwise indicated, amounts stated in an Order do not include VAT. In relation to any VAT payable for a taxable supply by us, you must pay the VAT subject to us including that amount in the Order, or otherwise providing a tax invoice.

(d) (**Online payment partner**) We may use third-party payment providers (**Payment Providers**) to collect payments for Products, including Stripe.com. The processing of payments by the Payment Provider will be, in addition to these terms, subject to the terms, conditions and privacy policies of the Payment Provider and we are not liable for the security or performance of the Payment Provider. We reserve the right to

correct, or to instruct our Payment Provider to correct, any errors or mistakes in collecting your payment. Stripe.com's terms of use are available here: https://stripe.com/gb/checkout/legal. Stripe.com's Services Agreement with us is available here: https://stripe.com/gb/ssa. Both sets of terms are binding on you.

(e) (**Pricing errors**) In the event that we discover an error or inaccuracy in the price at which your order was purchased (including shipping prices), we will attempt to contact you and inform you of this as soon as possible. You will then have the option of purchasing your order at the correct price, or cancelling your order. If you choose to cancel your order and payment has already been debited, the full amount will be credited back to your original method of payment.

4.7 RIGHT TO CANCEL

(a) For the purposes of this clause, the following terms have the following meanings:

(i) **Attendee** means an individual who signs up for any SREday conference;

(ii) **Business** means a commercial entity that is purchasing or otherwise using the Services in connection with a trade, craft or profession;

(iii) **Consumer** means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession, who purchases a Ticket for an Event;

(iv) **Distance Contract** means a contract concluded between a Business and a Consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the Business and the Consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the Contract is concluded.

(b) For the avoidance of doubt, this clause applies to Consumers only.

(c) Any contract formed will be a Distance Contract which, if you are a Consumer, is subject to the cancellation rights (**Cancellation Rights**) set out in this Clause 4.7.

(d) You may cancel your Booking for an Event by telling us before the Contract is completed i.e. prior to receipt of the Booking Confirmation. However, you have no further statutory Cancellation Rights after the Contract is made. This is because live event bookings are excepted from the legislation.

(e) To cancel your Order, please email us at mark@sreday.com. To help us process your cancellation more quickly, please have your order number ready or include it in the email or cancellation form you send to us. We will then communicate to you an acknowledgement of receipt of such cancellation in a durable medium (for example by email) without delay.

(f) If a reimbursement from us is due under this Clause 4.7, we will make the reimbursement without undue delay and in any event, not later than 14 days after the day we receive your Cancellation Notice or reimbursement request. Please note that the speed of any reimbursement is dependent on the processing times of your bank.

(g) We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

4.8 CANCELLATIONS BY YOU

Subject to clause 4.7, for cancellations by you:

(a) we do not offer refunds for change-of-mind cancellations, especially those made less than 2 weeks before the Event. We may partially refund a Ticket on a case-by-case basis, at our discretion: if you can't make it for a serious reason, please reach out to mark@sreday.com for assistance.

(b) except as set out in clause 4.8(a), to the maximum extent permitted under applicable law, any fees paid or due in accordance with this agreement are non-refundable as a result of cancellation by you. This includes cancellation by you for reasons beyond your control.

(c) non-attendance of any Event or part of an Event by you for any reason does not provide the right to refund or for you to reschedule your Ticket to a later Event.

4.9 CANCELLATIONS BY US

For cancellations by us, other than in circumstances where we cancel under clause 18, if your Ticket or an Event is cancelled

(a) we will not be in breach of these terms & conditions by virtue of the cancellation; and

(b) we will notify you and provide you with a full refund of any fees paid for such a Ticket or Event or offer you an exchange for an alternative Event or credit (if we consider this possible).

5 DISCLAIMERS

(a) You acknowledge and agree that your use of the Services (including relevantly your participation and attendance at an Event or Online Tech Event) is at your own risk. We provide the Services and each Event and Online Tech Event on an "as-is" basis and whilst every effort is made to ensure the information provided through the Services is accurate, we make no representations and give no warranties about the currency, suitability, reliability, availability, timeliness and/or accuracy of anything contained in the Services and each Event/Online Tech Event for any purpose.

(b) To the maximum extent permitted by law, the Services and each Event/Online Tech Event are provided without any warranties, representations, or conditions of any kind, whether express, implied or statutory. You acknowledge and agree that:

(i) we are not responsible for any information provided through the Services and each Event/Online Tech Event;

(ii) you are solely responsible for following or not following, or undertaking research of, or making an assessment of any information given through the Services and each Event/Online Tech Event;

(iii) you are solely responsible for your behaviour and wellbeing at the Services and each Event; and

(iv) we do not guarantee any specific results.

(c) You acknowledge and agree that any information made available in connection with the Services is general in nature and does not constitute business or any other type of advice. Any information provided to you and in any linked or referred to materials or websites is not and should not be construed as business or any other type of advice. Information provided during the provision of the Services and each Event/Online Tech Event by us and our associated companies, staff, presenters and volunteers is for educational and informational purposes only.

(d) The Services may provide support, guidance and tools to assist you to demonstrate techniques, set goals, determine priorities and achieve results, but any decision you make, and the consequences that flow from such decisions, are your sole responsibility. We will not be responsible for any decisions that you make, nor any loss, damage, charge or expense (including special, incidental or consequential) that may arise out of any decision made by you at any time.

(e) Nothing on the Website or any of the Services is a promise or guarantee of results or future earnings. Any information given (including case studies) is purely based on experience and is for illustrative purposes only. Information provided may not always be tailored specifically for your personal or business needs. You understand that because of the nature and extent of the Services, the results experienced by each person may significantly vary.

(f) Any testimonials and examples within any marketing materials are not to be taken as a guarantee that you will achieve the same or similar results.

(g) You should not rely on any information contained in the Services in making business, legal or financial decisions.

6 YOUR OBLIGATIONS

(a) You acknowledge and agree that you will comply with the Code of Conduct (located here https://www.sreday.com/code-of-conduct) at all times.

(b) You must not:

(i) copy, mirror, reproduce, translate, adapt, vary, modify, sell, decipher or decompile any part or aspect of the Website without the express consent of SREday;

(ii) use the Website for any purpose other than the purposes of browsing, selecting or purchasing goods;

(iii) use, or attempt to use, the Website in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity;

(iv) use, or attempt to use, the Website in a manner that may interfere with, disrupt or create undue burden on the Website or the servers or networks that host the Website;

(v) use the Website with the assistance of any automated scripting tool or software;

(vi) act in a way that may diminish or adversely impact the reputation of SREday, including by linking to the Website on any other website; and

(vii) attempt to breach the security of the Website, or otherwise interfere with the normal functions of the Website, including by:

(A) gaining unauthorised access to Website accounts or data;

(B) scanning, probing or testing the Website for security vulnerabilities;

(C) overloading, flooding, mailbombing, crashing or submitting a virus to the Website; or

(D) instigate or participate in a denial-of-service attack against the Website.

7 ACCESS AND USE OF THE WEBSITE

You must only use the Website in accordance with these Terms and any applicable laws, and must ensure that your employees, sub-contractors and any other agents who use or access the Website comply with the Terms and any applicable laws.

8 INFORMATION ON THE WEBSITE

While we make every effort to ensure that the information on the Website is as up-to-date and accurate as possible, you acknowledge and agree that we do not (to the maximum extent permitted by law) guarantee that:

(a) the Website will be free from errors or defects;

(b) the Website will be accessible at all times;

(c) messages sent through the Website will be delivered promptly, or delivered at all;

(d) information you receive or supply through the Website will be secure or confidential; or

(e) any information provided through the Website is accurate or true.

We reserve the right to change any information or functionality on the Website by updating the Website at any time without notice, including product descriptions, prices and other Website Content.

9 INTELLECTUAL PROPERTY

9.1 EVENTS AND ONLINE TECH EVENTS

You acknowledge and agree that:

(a) we (or the relevant licensor or Speaker) own all rights, title and interest in and to all material associated with an Event (including any material developed during the course of providing you with the Services and the Intellectual Property contained therein), such as the content of presentations (**Materials**); and

(b) you will not copy, reproduce, alter, modify, create derivative works, make available online or electronically transmit, publish, adapt, distribute, transmit, broadcast, display, sell, license, or otherwise exploit the Materials except with our prior written permission or the relevant third party authorised to grant such permission and when doing so you must adequately acknowledge us or the relevant third party.

(c) For the purposes of this clause 9, "Intellectual Property" means all intellectual property rights, including without limitation inventions, patents, copyright, trademarks, know-how, processes, concepts, and any application or right to apply for registration of any of the these rights throughout the world whether registered or unregistered and whether developed before or after the date of these terms.

9.2 WEBSITE

(a) SREday retains ownership of the Website and all materials on the Website (including text, graphics, logos, design, icons, images, sound and video recordings, pricing, downloads and software) (**Website Content**) and reserves all rights in any intellectual property rights owned or licensed by it not expressly granted to you.

(b) You may make a temporary electronic copy of all or part of the Website for the sole purpose of viewing it. You must not otherwise reproduce, transmit, adapt, distribute, sell, modify or publish the Website or any Website Content without prior written consent from SREday or as permitted by law.

10 LINKS TO OTHER WEBSITES

(a) The Website may contain links to other websites that are not our responsibility. We have no control over the content of the linked websites and we are not responsible for it.

(b) Inclusion of any linked website on the Website does not imply our approval or endorsement of the linked website.

11 THIRD PARTY TERMS AND CONDITIONS

(a) You acknowledge and agree that third party terms & conditions (**Third Party Terms**) may apply.

(b) You agree to any Third Party Terms applicable to any third party goods and services, and SREday will not be liable for any loss or damage suffered by you in connection with such Third Party Terms.

12 SECURITY

SREday does not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with use of the Website. You should take your own precautions to ensure that the process that you employ for accessing the Website does not expose you to risk of viruses, malicious computer code or other forms of interference.

13 REPORTING MISUSE

If you become aware of misuse of the Website by any person, any errors in the material on the Website or any difficulty in accessing or using the Website, please contact us immediately using the contact details or form provided on our Website.

14 DISPUTE RESOLUTION

(a) A party claiming that a dispute has arisen under or in connection with this agreement must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory injunction, unless that party has complied with the requirements of this clause.

(b) A party that requires resolution of a dispute which arises under or in connection with this agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.

(c) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

15 PRIVACY

You agree to be bound by our Privacy Policy, which can be found on our website https://www.sreday.com.

16 CONFIDENTIALITY, DATA & PRIVACY

16.1 DATA PROTECTION

(a) Words and phrases in this section shall have the meaning given to them by applicable data protection and privacy laws, including the General Data Protection Regulation 2016/679 (**GDPR**) and applicable national legislation that implements or supplements the GDPR or otherwise applies to data protection and privacy, and any statutory instrument, order, rule or regulation made thereunder, as from time to time amended, extended, re-enacted or consolidated (**Data Protection Legislation**) and the terms "controller", "processor", "process" and "personal data" shall have the meanings given to those terms in such Data Protection Legislation.

(b) During and after the delivery of the Services, you agree that SREday will be processing personal data for its own purposes and as such will be a controller under the Data Protection Legislation and this includes (but is not limited to) the following purposes:

(i) SREday providing Services in fulfilment of these Terms;

(ii) SREday retains the right to share your personal data with third parties as per SREday's Privacy Policy;

(iii) SREday and/or our independent contractors and third party suppliers may use the contact details you and your representatives to send marketing materials or other publications.;

(iv) SREday may process personal data concerning its other clients and contacts in other ways for its own business purposes;

(v) SREday may process and transfer personal data as necessary to effect a re-organisation of its business; and

(vi) SREday may share personal data with other legal or professional advisers used by us to provide the Client with legal or professional services.

(vii) SREday may disclose limited personal data of event participants to the Event's official sponsors and partners as part of the sponsorship arrangements. Such disclosures will only be made in compliance with applicable data protection laws, including the General Data Protection Regulation (GDPR).

(viii) With your agreement, an official sponsor may scan your badge or ticket. They then receive your name, contact details (email and phone), job title, company, LinkedIn profile and your answers to the registration questions,

along with any notes and rating they record about your conversation. You may decline to be scanned. Once a sponsor has received these details, the sponsor's own privacy policy applies. SREday keeps scan data, including after the event, with its hosting provider in the United States.

(ix) During a session you may send its speaker questions and feedback through the QR code shown in the session. This is optional. If you add your name, the speaker of that session receives it together with your name, email address, job title, company and LinkedIn profile from your registration, the same details sponsors receive; if you leave it out, your post is anonymous. Other attendees see only the first name you typed. SREday keeps these questions and feedback, including after the event, with its hosting provider in the United States.

(c) During and after the delivery of Services, there may be limited occasions where SREday may process on your behalf as a processor any personal data you have provided to SREday. SREday will advise you in writing where SREday believes SREday may act as a processor and any such processing shall be in accordance with, and subject to, your instructions.

(d) Before performing the processing, SREday shall document within the instructions the subject matter and duration of the processing, the nature and purpose of the processing, the types of personal data and categories of data subjects and the other terms prescribed by the Data Protection Legislation. SREday will ensure that all appropriate technical and organisational measures are taken to protect any personal data supplied by you to SREday against unauthorised or unlawful processing, accidental loss, destruction or damage, including when SREday subcontract any processing (for example, in the case of external storage of data).

(e) Your instructions are taken to include the use by SREday, where appropriate, of independent contractors and third party suppliers appointed by us for functions such as data and file storage, back-up, destruction, billing, debt collection, legal processing and the like, in accordance with the foregoing.

(f) By accepting this agreement you give positive consent for SREday to obtain, store and process information about you as described in the preceding paragraphs. You agree that where necessary you will have satisfied relevant statutory ground under the Data Protection Legislation in connection with the above-described categories of processing, before providing SREday with personal data. It is also a term of this agreement that any personal data supplied by SREday to you about employees/independent contractors of SREday and/or any third parties may only be used for the express purposes for which that information is provided to you.

(g) Each party shall comply with the terms of the Data Protection Legislation.

16.2 THIRD PARTY DATA

(a) You warrant, in relation to the personal information and all other data that it provides to SREday in connection with this agreement (**Third Party Data**), that:

(i) you have all necessary rights in relation to Third Party Data, such that the Services can be performed in respect of that data;

(ii) you are not breaching any Law by providing SREday with Third Party Data;

(iii) SREday will not breach any Law by performing the Services in relation to any Third Party Data;

(iv) there are no restrictions placed on the use of the Third Party Data (including by any Third Party Terms) and if there are any such restrictions, you have notified SREday of this, and SREday has agreed to perform the Services in respect of that data (being under no obligation to do so); and

(v) SREday will not breach any Third Party Terms by performing the Services in relation to any Third Party Data.

(b) You agree at all times to indemnify and hold harmless SREday and its officers, employees and agents from and against any loss (including reasonable legal costs) or liability incurred or suffered by any of those parties, where such loss or liability was caused or contributed to a breach of a warranty in clause 16.2(a).

16.3 CONFIDENTIAL INFORMATION

The parties will not, during, or at any time after, the Term, disclose Confidential Information directly or indirectly to any third party, except:

(a) with the other party's prior written consent;

(b) as required by Law; or

(c) to their Personnel on a need to know basis for the purposes of performing its obligations under this Agreement (**Additional Disclosees**).

16.4 BREACH

If either party becomes aware of a suspected or actual breach of clause 16.3 by that party or an Additional Disclosee, that party will immediately notify the other party and take reasonable steps required to prevent, stop or mitigate the suspected or actual breach. The parties agree that damages may not be a sufficient remedy for a breach of clause 16.3.

16.5 PERMITTED USE

A party may only use the Confidential Information of the other party for the purposes of exercising its rights or performing its obligations under these Terms.

16.6 RETURN

On termination or expiration of these Terms, each party agrees to immediately return to the other party, or (if requested by the other party) destroy any documents or other Material in its possession or control containing Confidential Information of the other party.

16.7 ADDITIONAL DISCLOSEES

Each party will ensure that Additional Disclosees keep the Confidential Information confidential on the terms provided in this clause 16. Each party will, when requested by the other party, arrange for an Additional Disclosee to execute a document in a form reasonably required by the other party to protect Confidential Information.

17 LIABILITY

(a) Nothing in this agreement shall exclude or limit a party's liability for fraud or intentional unlawful conduct by a party, or death or personal injury resulting from a party's negligence.

(b) To the maximum extent permitted by applicable law, SREday limits all liability to any person for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to this Website, these terms or any Events/Tickets or services provided by SREday, is limited to the greater of:

(i) the total Fees paid to SREday by you in the 6 months preceding the first event giving rise to the relevant liability; and

(ii) £100 GBP.

(c) All express or implied representations and warranties in relation to this Website, Events/Tickets and the associated services performed by SREday are, to the maximum extent permitted by applicable law, excluded.

(d) (**Indemnity**) You indemnify SREday and its employees and agents in respect of all liability for loss, damage or injury which is or may be suffered by any person arising from your or your representatives':

(i) breach of any of these terms;

(ii) use of the Website; or

(iii) use of any EventsTickets, or other goods or services provided by SREday.

(e) (**Consequential loss**) To the maximum extent permitted by law, under no circumstances will SREday be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this

Website, these terms or any Products or services provided by SREday (except to the extent this liability cannot be excluded under law.

(f) To the extent that the provisions of any applicable law shall impose restrictions on the extent to which liability can be excluded under these terms and conditions including, for the avoidance of doubt, the provisions of sections 3, 6 and 11 of the Unfair Contract Terms Act 1977 in the UK (and its equivalent in any other jurisdiction) relating to the requirement of reasonableness, the exclusions set out in this clause shall be limited in accordance with such restrictions. However, any exclusions of liability that are not affected by such restrictions shall remain in full force and effect.

18 FORCE MAJEURE

(a) If a party (**Affected Party**) becomes unable, wholly or in part, to carry out an obligation under this agreement (other than an obligation to pay money) due to a Force Majeure Event, the Affected Party must give to the other party prompt written notice of:

(i) reasonable details of the Force Majeure Event; and

(ii) so far as is known, the probable extent to which the Affected Party will be unable to perform or be delayed in performing its obligation.

(b) Subject to compliance with clause 1(a) the relevant obligation will be suspended during the Force Majeure Event to the extent that it is affected by the Force Majeure Event.

(c) The Affected Party must use its reasonable endeavours to overcome or remove the Force Majeure Event as quickly as possible.

(d) For the purposes of this agreement, a 'Force Majeure Event' means any:

(i) act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;

(ii) strikes or other industrial action outside of the control of the Affected Party;

(iii) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, pandemic; or

(iv) any decision of a government authority in relation to COVID-19, or any threat of COVID-19 beyond the reasonable control of the Affected Party, to the extent it affects the Affected Party's ability to perform its obligations.

19 NOTICES

(a) A notice or other communication to a party under this agreement must be:

(i) in writing and in English; and

(ii) delivered via email to the other party, to the email address specified in this agreement, or if no email address is specified in this agreement, then the email address most regularly used by the parties to correspond regarding the subject matter of this agreement as at the date of this agreement (**Email Address**). The parties may update their Email Address by notice to the other party.

(b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:

(i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern this agreement, in which case the notice will be taken to be given on the next occurring business day in that state or territory; or

(ii) when replied to by the other party,

whichever is earlier.

20 GENERAL

20.1 GOVERNING LAW AND JURISDICTION

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

20.2 WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

20.3 THIRD PARTY RIGHTS

This agreement does not give rise to any rights under the *Contracts (Rights of Third Parties) Act 1999* to enforce any term of this agreement.

20.4 SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

20.5 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

20.6 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

20.7 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

20.8 INTERPRETATION

(a) (**singular and plural**) words in the singular includes the plural (and vice versa);

(b) (**gender**) words indicating a gender includes the corresponding words of any other gender;

(c) (**defined terms**) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(d) (**person**) a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;

(e) (**party**) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;

(f) (**this agreement**) a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;

(g) (**document**) a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;

(h) (**headings**) headings and words in bold type are for convenience only and do not affect interpretation;

(i) (**includes**) the word "includes" and similar words in any form is not a word of limitation;

(j) (**adverse interpretation**) no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or

that provision; and

(k) (**currency**) a reference to £, or "pound", is to pound sterling (GBP), unless otherwise agreed in writing.