

User Terms And Conditions

User terms and conditions for SAACI

Last Updated: 3 May 2023

The following terms and conditions and any addendum (the "Agreement") govern all use of SAACI's services and associated features, including without limitation those found on the SAACI website (www.saaci.org), (taken together, the "Service"). The Service is offered by SAACI and its affiliates subject to your acceptance without modification of all of the terms and conditions contained herein and all other addendum, operating rules, policies and procedures that may be published from time to time. BY CLICKING "I AGREE" TO THE MEMBERSHIP APPLICATION FORM, OR BY USING OR ACCESSING ANY PART OF THE SERVICE, YOU CONFIRM THAT YOU HAVE FULLY READ, UNDERSTOOD AND AGREED TO ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN; IF YOU DO NOT AGREE, DO NOT USE OR ACCESS THE SERVICE.

As used in this Agreement, "User", "you" or "your" refers to individual/company representatives potentially or actually attending or participating in events or otherwise making use of the Service for other authorised purposes.

SAACI reserves the right, at its sole discretion, to modify or replace any of the terms or conditions of this Agreement at any time by publishing the updated Agreement on the Site or via the Service ("Modification"). Upon Modification, the updated Agreement shall immediately supersede the original Agreement and automatically take effect. If you disagree with any relevant amendment, you should immediately stop using the Service and cancel your SAACI Membership. Your continued use of the Service following the Modification constitutes acceptance of those changes.

1. SCOPE Of Service.

1. Definitions

1. "Event" is defined as any type of ceremony, charity, conference, corporate, expo, forum, lifestyle, professional networking, speed networking, seminar or training event in an online or offline form that is organized by a SAACI member

2. "Organisation" is defined as i) SAACI members, entities, organisations and companies to organise events, conduct marketing campaigns, manage client relationship, provide membership management or for other authorised purposes, or (ii) the employees, representatives or authorized agents of such entities, organisations or companies, acting on behalf of such entities, organisations or companies.

3. "Email" is defined as any email that is sent (successfully or unsuccessfully) to a unique email address.

4. "Membership" is defined as a paid or not-paid subscription to SAACI.

5. "Attendee" is defined as a User that is attending an Event, Speed Networking Event, or any other type of Event using our Service.

2. Services

The Service is offered to Users to (i) receive information about events, memberships, member directories, and other activities from Organisers, (ii) purchase tickets, memberships, and attend Events as an Attendee (iii) direct message other Users in the SAACI platform that belong to the same Organization.

2. Account And ACCESS.

1. You hereby acknowledge that when you complete the application procedures or otherwise use the Service in such a manner as permitted by SAACI, you represent and warrant that you meet all the requirements under this Agreement and are in full compliance with all applicable laws and regulations of your local jurisdiction. SAACI will provide a strong password according to best practices and keep your account and password information private. You agree to notify SAACI immediately if your password or account is used without authorization or in case of any other security incident, and except for otherwise stipulated by laws, you agree and acknowledge that SAACI will not be liable for any direct or indirect loss or damages caused under such circumstance. Unless allowed under applicable laws or judicial rulings and expressly approved by SAACI, your account name and password may not be assigned, bestowed, or inherited in any manner. You agree to immediately notify SAACI of any unauthorized use of your password or account or any other breach of security. You are responsible for (and we will hold you responsible for) any activities that occur under your account.
2. SAACI may change, suspend, or discontinue any aspect of the Service at any time for any reason. SAACI may also impose limits on certain features and services or restrict User's access to parts or all the Service without notice. You agree that SAACI or its affiliates will not be liable to you or any third-party because of its termination of your access to the Service. Once your account is terminated, you acknowledge and agree that we may permanently delete your account and all the data associated with it.
3. You represent and warrant that if you are an individual, you are at least 18 years old. If you are under 18 years old, you may only use the Service under the supervision of a parent or legal guardian who manages your use and/or account.
4. User shall be responsible for obtaining and maintaining any equipment or ancillary services needed to connect to and access the Service, including, without limitation, modems, hardware, software, computers, internet service, and long distance or local telephone service. User shall be responsible for ensuring that such equipment or ancillary services are compatible with the Service.

3. SITE CONTENT.

1. Except as otherwise specified in this Agreement, User agrees that all content and materials delivered via the Service by SAACI or event organisers or otherwise made available by SAACI or event organisers as part of the Service on the Site or elsewhere (collectively, "Content") may be protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. Except as expressly authorised by the Content owner in writing, User agrees not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from such materials or content whether expressly protected or not. However, User may print or download a reasonable number of copies of the materials or content provided as part of the Service for User's own informational purposes; provided, that User retains all copyright and other proprietary notices contained therein. Reproducing, copying or distributing any content, materials or design elements on the Service for any other purpose is strictly prohibited without the express prior written permission of SAACI.
2. SAACI acknowledges and agrees that the intellectual property rights with respect to the User generated content belong solely to the User.

3. Use of Content for any purpose not expressly permitted in this Agreement is prohibited. Any rights not expressly granted herein are reserved.
4. USE OF THE SAACI SERVICE.
 1. User represents and warrants (i) User's use of the Service will comply with all applicable laws and regulations (including with respect to privacy, cyber security and data protection), (ii) no content (such as documents, discussions, data, information, trademarks/logos, etc.) User submits to the Service ("User Content") will infringe or otherwise violate any third party intellectual property rights or any applicable laws or regulations, and (iii) User's use of the Service will not conflict with any obligations User has to any third party.
 2. SAACI reserves the right to remove any User Content from the Service at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such User Content or upon the request by such User), or for no reason at all.
5. MEMBERSHIP PAYMENTS.
 1. The User will receive their annual membership invoice during the first week of March which is to be paid within 30 days of receipt. This invoice will include the early bird discounted rate. Should these not be paid by the predetermined date, the discounted rate will be forfeited.
 2. If no payment is received by 1 June, User Membership will be suspended.
 3. If no payment is received by 31 July, User account will be handed over to debt collectors for collection of outstanding fees.
 4. If no payment is received by 1 September, User Membership will be terminated and the debt collectors will be instructed to list User on the credit bureau.
 5. Should a terminated User wish to reactivate their membership they will be required to settle all arrears, pay a joining fee and pay current membership fees.
6. RESTRICTIONS.
 1. User shall not submit any information to the Service that is false, misleading or inaccurate.
 2. User shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Service or any Content, or in any way reproduce or circumvent the navigational structure, security controls or presentation of the Service or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Service. SAACI reserves the right to bar any such activity.
 3. User shall not attempt to gain unauthorized access to any portion or feature of the Service, or any other systems or networks connected to the Service or to any SAACI server, or to any of the services offered on or through the Service, by hacking, password "mining", or any other illegitimate means.
 4. User shall not use the Service for any purpose that is unlawful or prohibited by this Agreement, or which infringes the rights of SAACI or others.
 5. User shall not use the Service for any purpose that violates any applicable law or regulation, in any jurisdiction.
7. THIRD PARTY SITES.

The Service may permit Users to link to other websites or resources on the Internet, and other websites or resources may contain links to the Site or the Service. These other websites are not under SAACI's control, and User acknowledges that SAACI is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply endorsement by SAACI. User further

acknowledge and agrees that SAACI shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, goods, information, or services available on or through any such website or resource. SAACI may delete any link, using its reasonable discretion.

8. INTELLECTUAL PROPERTY RIGHTS.

SAACI and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. If you wish to make any use of material on SAACI other than that set out in this Terms and Conditions, please contact us.

9. INDEMNIFICATION.

User is responsible for all of its activity in connection with the Service. User shall defend, indemnify, and hold harmless SAACI, its affiliates and subsidiaries, and each of its employees, contractors, directors, suppliers and representatives from all liabilities, claims, expenses, and damages (whether direct, indirect, incidental, consequential or otherwise), including reasonable attorneys' fees, that arise from or in connection with (i) your use or misuse of the Service, (ii) your access to any part of the Service, (iii) your Content and/or links, (iv) your dispute(s) with any third party(ies), (v) your violation of this Agreement, or (vi) your violation of any applicable law.

10. Disclaimer, LIMITATION OF LIABILITY.

1. Disclaimer of Warranties. THE SERVICE IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SAACI MAKES NO WARRANTY THAT (I) THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (II) THE RESULTS OF USING THE SERVICE WILL MEET USER'S REQUIREMENTS. In the event that some jurisdictions do not allow the disclaimer of implied warranties, the foregoing disclaimers may not apply to you insofar as they relate to implied warranties.
2. Limitations of Liabilities. IN NO EVENT SHALL SAACI, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PAYMENT PROCESSING PARTNERS, VENDORS OR SUPPLIERS BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL THEORY WITH RESPECT TO THE SERVICE (OR ANY CONTENT OR INFORMATION AVAILABLE THROUGH THE SERVICE): (I) ANY FAILURE TO PERFORM ITS OBLIGATIONS HEREUNDER WHERE SUCH FAILURE RESULTS FROM ANY CAUSE BEYOND SAACI'S REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, MECHANICAL, ELECTRONIC OR COMMUNICATIONS FAILURE OR DEGRADATION (INCLUDING "LINE-NOISE" INTERFERENCE), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION), (III) FOR ANY ERRORS OR OMISSIONS IN ANY CONTENT OR INFORMATION OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF USER'S USE OF ANY CONTENT OR INFORMATION POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE AT OR THROUGH THE SERVICE.
3. IN NO EVENT WILL SAACI'S AGGREGATE LIABILITY (INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT,

MISREPRESENTATION AND OTHER CONTRACT OR TORT CLAIMS) ARISING FROM OR RELATED TO THIS AGREEMENT, EXCEED THE AMOUNT OF FEES RECEIVED BY GLUE UP UNDER THIS AGREEMENT DURING THE 12 MONTHS PRECEDING THE DATE ON WHICH SUCH LIABILITY AROSE, LESS AGGREGATE DAMAGES PREVIOUSLY PAID BY USER UNDER THIS AGREEMENT. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF ANY ACTS OR OMISSIONS RELATING TO THIS AGREEMENT MAY BE BROUGHT BY USER MORE THAN ONE YEAR AFTER THE OCCURRENCE OF SUCH ACT OR OMISSION.

4. No Indirect Damages. IN NO EVENT WILL SAACI BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, DAMAGES (INCLUDING WITHOUT LIMITATION, LIABILITIES RELATED TO A LOSS OF USE, PROFITS, GOODWILL OR SAVINGS OR A LOSS OR DAMAGE TO ANY SYSTEMS, RECORDS OR DATA, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED IN ADVANCE OR AWARE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.
5. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11. TERM; TERMINATION.

1. SAACI may terminate User's access to all or any part of the Service at any time, with or without cause, effective upon notice thereof to User. SAACI may immediately suspend the Service in the event User breaches this Agreement or otherwise takes an action that SAACI determines (in its discretion) may harm SAACI or the Service. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, limitations of liability and dispute resolution provisions.
2. You may terminate your membership to the Service by contacting us through members@saaci.org to delete your account then this Agreement will no longer apply to you.

12. MISCELLANEOUS.

1. No Waiver.

The failure of either User or SAACI to exercise in any respect any of their rights provided herein shall not be deemed a waiver of those rights or any other rights hereunder.

2. Severability.

If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

3. Assignment.

SAACI may transfer, assign or delegate this Agreement and its rights and obligations hereunder without consent.

4. Entire Agreement.

This Agreement shall constitute the entire agreement between you and SAACI and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement.

5. No Partnership Or Agency.

No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and User does not have any authority of any kind to bind SAACI in any respect whatsoever.

6. Contact Information.

We appreciate your feedback and suggestions.

You may contact us via email at members@saaci.org.