

## **Ekoh Online Terms and Conditions**

### **General User**

#### **Introduction**

Thank you for choosing Ekoh Online. By using our website and services, you agree to comply with and be bound by these terms and conditions.

#### **Use of Website and Services**

- 2.1. Your access to and use of Ekoh Online's website is subject to the following conditions.
- 2.2. You must be at least 18 years old to use our services unless supervised by a parent or legal guardian.
- 2.3. Your use of our website is at your own risk. We do not guarantee that the website or services will always be accessible, virus-free, or uninterrupted.

#### **User Registration**

- 3.1. To access certain features, you must complete the registration process and create an account.
- 3.2. You agree to provide accurate and complete information during the registration process.

#### **Accuracy of Information**

- 4.1. While we make efforts to ensure the accuracy of the content, it is for general information purposes only.
- 4.2. We do not guarantee the accuracy, completeness, or timeliness of the content, and it may change without notice.

#### **Code of Conduct**

- 5.1. Your use of Ekoh Online must comply with all applicable laws and regulations.
- 5.2. Prohibited activities include, but are not limited to, unlawful or fraudulent actions, harassment, and transmission of unsolicited advertising.

#### **Intellectual Property Rights**

- 6.1. All intellectual property rights in the material and content on the website are owned by or licensed to Ekoh Online.
- 6.2. You may use the material only as permitted by these terms.

#### **Indemnity**

7.1. You agree to defend and indemnify Ekoh Online against any claims arising from your use of the website or services.

7.2. Further, by agreeing to be bound by these terms of use, you agree to indemnify Ekoh.Online in respect of:

a. All demands, claims, actions, losses and damages of whatever nature which may be brought against Ekoh.Online arising from the malfunction or failure or unavailability of any computer system or mobile application function, the loss or destruction of any data, power failures, corruption of storage media, natural phenomena, riots, acts of vandalism, terrorism, any other event beyond Ekoh.Online's control, interruption or distortion of communication links or arising from reliance on any person or any incorrect, illegible, incomplete or inaccurate information;

b. Any loss or damage that may arise from your use, misuse, abuse or possession of any third-party software, including without limitation, any operating system, browser software or any other software packages or programs.

c. Any unauthorized access to your account or any breach of security or any destruction or accessing of your data or any destruction or theft of or damage to any of your devices which can be used to access your account.

d. Any loss or damage occasioned by the failure by you to adhere to these terms of use and/or by supplying incorrect information or loss or damage occasioned by the failure or unavailability of third party facilities or systems or the inability of a third party to process a transaction or any loss which may be incurred by Ekoh.Online as a consequence of any breach of these terms of use.

### **Limitation of Liability**

8.1. Ekoh.Online acts as a ticketing agent and does not attract any liability as a promoter to you, but simply offers the service of facilitating ticket sales on behalf of the promoter(s) of the event in respect of which you are purchasing ticket(s).

8.2. Ekoh Online and its affiliates are not liable for any damages arising from the use or inability to use the website or services.

8.3. Ekoh.Online accepts no liability whatsoever arising from the postponement or cancellation of the event and in that regard, any recourse you may have in law is only against the promoter, although we provide no representation or undertaking that the promoter will refund you.

8.4. Ekoh.Online accepts no liability whatsoever arising from the postponement or cancellation of the event(s) and in that regard, any recourse you may have in law is only against the promoter(s), although we provide no representation or undertaking that the promoter(s) will refund you.

## **Exclusion of Warranties**

9.1. The website and services are provided on an "as is" and "as available" basis without any representation or warranty.

## **Cancellation and Refunds**

10.1. Ticket cancellations and refunds are subject to the terms specified on Ekoh Online's platform.

10.2. Refund Policy:

a. Ekoh Online will only process refunds for canceled events

10.3. Refund Transaction Cost:

a. The customer is responsible for any transaction costs incurred in the refund process.

b. Transaction costs may include processing fees associated with the refund.

c. The booking fee is non-refundable

## **General**

11.1. These terms and the relationship between you and Ekoh Online are governed by the Republic of South Africa.

11.2. No waiver of any provision of these terms will constitute a waiver of such provision in the future.

11.3. Right of admission to the event(s) is reserved by the event organiser(s), and the event organiser(s) has the right to alter the programme or the seating thereof.

11.4. Most venues have restricted items including but not limited to alcohol, weapons, cameras and glass bottles. Attendance at an event may be hazardous to the health or safety of the attendees or their property. YOU ATTEND EVENTS AT YOUR OWN RISK. WE ARE NOT RESPONSIBLE FOR THE ARRANGEMENTS OF ANY EVENT OR FOR YOUR SECURITY OR THE SECURITY OF YOUR PROPERTY IN ATTENDING SUCH EVENT. Please contact the relevant Event Organiser if you have suffered any loss or damage in attending an event.

11.5. WE DO NOT ENDORSE ANY OF THE EVENTS AND WE DO NOT DETERMINE OR CONTROL DELIVERY, TICKET PRICES OR AVAILABILITY IN RESPECT OF THE EVENTS AND CAN THEREFORE NOT ACCEPT RESPONSIBILITY FOR ANY INACCURACY, UNAVAILABILITY OR CHANGES IN PRICING THAT MAY OCCUR. WE ARE ALSO NOT

RESPONSIBLE FOR SECURING ANY VENUE, GRANTING YOU ADMISSION TO ANY VENUE OR FOR THE SECURITY OR SEATING ARRANGEMENTS FOR ANY VENUE, OR FOR THE SCHEDULING, TIMELY DELIVERY, SUITABILITY OR QUALITY OF PERFORMANCES, VENUES OR THE SEATING ARRANGEMENTS. PLEASE CONTACT THE RELEVANT EVENT ORGANISER IF YOU ARE DISSATISFIED WITH ANY OF THE AFORESAID.

ALTHOUGH WE TRY TO ENSURE THAT THE PARTICULARS OF THE EVENTS THAT APPEAR ON OUR COMPUTER SYSTEMS OR MOBILE APPLICATIONS ARE DISPLAYED AND DESCRIBED COMPLETELY AND ACCURATELY, WE DO NOT WARRANT SAME AND DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ANY LIABILITY ARISING FROM ANY OMISSIONS AND INACCURACIES PERTAINING TO SUCH DISPLAY AND DESCRIPTION SAVE TO THE EXTENT THAT SUCH LIABILITY IS CAUSED BY OUR GROSS NEGLIGENCE OR FRAUD.

WE WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES OF ANY KIND WHATSOEVER ARISING IN CONNECTION WITH ANY BOOKING (WHETHER IN CONTRACT, STATUTE OR DELICT, INCLUDING FOR NEGLIGENCE), SAVE TO THE EXTENT THAT SUCH LIABILITY CANNOT BE EXCLUDED BY LAW.

IN NO EVENT WILL OUR AGGREGATE LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH ANY BOOKING EXCEED THE TICKET PRICE ACTUALLY RECEIVED FROM YOU IN RESPECT OF SUCH BOOKING, IRRESPECTIVE OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, STATUTE OR DELICT, INCLUDING FOR NEGLIGENCE), SAVE TO THE EXTENT THAT SUCH LIABILITY CANNOT BE EXCLUDED BY LAW.

## **For Event Organisers Only**

### **Introduction**

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These terms must be read in conjunction with Ekoh Online's General Terms and Conditions for General Users.

### **Listings**

- a. Organisers can use the Ekoh Online platform to promote events, fundraising campaigns, or subscription offers.
- b. Listings must be genuine and not contain false or misleading information.
- c. By posting a listing, organisers warrant authorisation, non-infringement of intellectual property rights, and compliance with all applicable laws.

**Platform Role**

- a. Ekoh Online acts as a limited payment agent, collecting payments from consumers for the organiser's event and passing these payments to the organiser or relevant beneficiary.
- b. Organisers authorise Ekoh Online to collect, hold, disburse, and retain proceeds on their behalf.

**Fees**

- a. Creating an account, listing an event, fundraiser, or subscription is free.
- b. Ekoh Online charges fees for processing payments on behalf of organisers. These fees include a percentage-based commission (5%) and a fixed booking fee (R5.00).
- c. Fees are subject to change based on various factors.

**Payments**

- a. Proceeds collected on behalf of organisers will be displayed in their Ekoh Online account.
- b. Payments are processed based on the type of event, fundraiser, or subscription.
- c. Ekoh Online reserves the right to withhold funds until payment is received in full from consumers.

**Refunds**

- a. All transactions are between the organiser and the consumer.
- b. Organisers must handle refund requests promptly and in compliance with applicable laws.
- c. Ekoh Online may decide, at its discretion, if a consumer should be refunded and, if necessary, issue the refund.

**Equipment Hire**

- a. Organisers can hire equipment from Ekoh Online for their events.
- b. Damaged, lost, or stolen equipment must be repaired or replaced by the organiser.
- c. Ekoh Online may withhold payment until the equipment is returned in good condition.

**Disclaimer and Assumption of Risks**

- a. Organisers are solely responsible for delivering the event or subscription products and services.
- b. Ekoh Online is not liable for any indirect, special, or consequential losses arising from the use of the platform.
- c. Force Majeure events may exempt Ekoh Online from liability for delays or failures.