PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE REGISTERING. BY ACCESSING, USING ANY PART OF OUR WEBSITE OR BECOMING A SERVICE PROVIDER, YOU AGREE TO BE BOUND BY THIS DOCUMENT. THIS AGREEMENT IS IN FORCE BETWEEN WUNDERBOOK AND YOU (HEREAFTER REFERRED TO AS “SERVICE PROVIDER”) AND IS EFFECTIVE AS OF THE DATE YOU REGISTER ON THE WEBSITE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, YOU WILL NOT BE ABLE TO USE OUR WEBSITE OR APP, AND YOU WILL NOT BE ABLE TO PROVIDE THE SERVICES RELATED TO IT.

-insert company name- (Wunderbook) a company with registered office at -insert company address- manages <https://wunderbook.app/> and the corresponding mobile application connecting event organizers and other service providers around the globe with customers. This document comprises the Terms of Use Agreement, hereinafter referred to as the “Agreement”, and constitutes a legally binding Agreement between Service Provider, (“you”), and Wunderbook, the company that serves as the owner and operator of this site and mobile application.

By registering as a Service Provider on https://wunderbook.ie/ (the "**Website**"), you understand and hereby agree to use the Terms of Use Agreement ("**Terms**"). You also confirm that you have the designated authority to act on behalf of the Service Provider. The Company reserves the right to change or modify these Terms at any time and in our sole discretion. If the company makes changes to these Terms, we will provide you with notice of such changes, such as by sending an email, posting a notice on our Website or updating the date at the top of these Terms. Your continued use of the Website or App will confirm their acceptance of the revised Terms. We encourage you to frequently review the Terms to ensure you understand the terms and conditions that apply to your use of the website and services.

Wunderbook and Service Provider shall jointly be referred to as “**Parties**” and separately as “**Party**”.

**Definitions and Interpretation**

In this Agreement, unless the context requires otherwise, the following terms shall have the following meanings:

**"Agreement"** means this Service Provider Terms & Conditions, as originally agreed on the date of e-mail and/or link verification by the Service Provider, as amended, modified or supplemented in writing from time to time in accordance with the terms of this agreement.

**“Service Provider”** means the company registering an account with Wunderbook. The term shall also include an administrator of a Service Provider’s account.

**“Confidential Information”** shall have the meaning ascribed to such term **in Clause 18** of the Agreement.

**“Customer”** shall refer to those Visitors or Users of the website and/or app;

**“Booking Services”** shall refer to the services to be provided by Wunderbook.

**"Intellectual Property Rights"** means copyrights, trademarks, service marks, trade dress, publicity rights, database rights, patent rights, and other intellectual property rights or proprietary rights recognized by law.

**“User”** refers to any user accessing and using the Website.

**“Website”** refers to https://wunderbook.ie/ or other websites that Wunderbook may adopt for fulfilment of the objectives. The website will be used to list the Service Providers.

In this Agreement (unless the context requires otherwise):

**a.** reference to the singular includes a reference to the plural and vice versa, and reference to any gender includes a reference to all other genders;

**b.** reference to any natural person includes reference to a juristic person like a company etc.;

**c.** reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to statutory provisions;

**d.** reference to any Article, Clause, Schedule or Annexure shall be deemed to be a reference to such article, Clause, schedule or annexure of or to this Agreement; and

**e.** reference to a minor or a Customer of unsound mind shall deem to include reference to his relative/guardian who is responsible for such Person.

**1. Website Terms**

Wunderbook (Wunderbook) manages <https://wunderbook.app/> and the corresponding mobile application, which is a platform designed to assist Customers to find details about Service Providers and their organized events, and to make bookings or reservations.

Wunderbook grants the Service Provider a personal, limited, non-exclusive license to use the Website and services for your non-commercial use. To the fullest extent permitted by applicable law, this license granted to use is non-transferable. The Service Provider may not copy (except as expressly permitted by this license and any other applicable terms, conditions, or usage rules), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the website or the content therein.

The Website is intended for professional use for the Service Providers. The Service Provider is responsible for maintaining the secrecy of their passwords, login name/user-id and account information at all times and shall be directly responsible for any and all use of the Website by anyone using their login information and password whether with or without their permission. Service Providers hereby agree and warrant to:

* + Be accurate (where they provide counselling);
	+ Be genuine when stating opinions, be constructive and polite;
	+ Comply with any applicable laws in the country from which they are posting or using the Website.

**Make all contributions in English, as this will be the language of moderation for the Website.**

WHILE WE MAKE REASONABLE EFFORTS TO PROVIDE ACCURATE CONTENT, WE MAKE NO GUARANTEES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO ACCURACY OF THE DATA PROVIDED BY THE USERS, OR ANY OTHER CONTENT AVAILABLE THROUGH THE SERVICES. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON ANY SUCH CONTENT.

**2. Trademarks, Copyright, Intellectual Property**

The trademarks, logos and service marks ("Marks") displayed on the Site are the property of Wunderbook and other associated parties and service providers. The Service Provider is prohibited from using any Marks for any purpose without Wunderbook’s written permission. All information and content including any software programs available on or through the Site ("Content") is protected by copyright. The Service Provider is prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works or using any Content available on or through the Site for commercial or public purposes.

The Service Provider hereby acknowledges and agrees that Wunderbook and all its other third-party service providers exclusively own all rights, title and interest in and to the Platform and the services provided, and any associated documentation, content, and deliverables (collectively, the "Documentation") developed and/or provided during the Services and all Intellectual Property Rights therein. The Service Provider also acknowledges that the Platform and Documentation contain confidential and proprietary information and trade secrets belonging to Wunderbook, as well as its other third-party service providers, and that nothing herein gives the care Provider any right, title or interest in the Platform or Documentation except for Service Provider’s own Intellectual Property rights. The possession, access, and use of our services do not transfer to the Service Provider, or to any third-party, any rights, title, or interest in or to such intellectual property rights belonging to us.

The Service Provider further acknowledges that the Services may contain information which is designated confidential by Wunderbook and that they shall not disclose such information without Wunderbook’s prior written consent.

The Service Provider must not, without prior written consent from Wunderbook:

* Republish material from <https://wunderbook.app/>
* Sell, rent or sub-license material from <https://wunderbook.app/>
* Reproduce, duplicate or copy material from <https://wunderbook.app/>
* Redistribute content from <https://wunderbook.app/>

**3. Arrangement**

Wunderbook and Service Provider are desirous of collectively carrying on an arrangement relating to Booking for events Services. The overall objective of this Agreement is to enable Customers to Book the events organized by the Service Provider, through the use of the App.

**4. Grant of Rights**

Subject to the terms of the Agreement, we grant to the Service Provider and they accept a non-exclusive, personal, non-transferable, limited right to have access to and to use the services for the duration of our engagement.

The aforementioned right does not extend to: (a) use the service for time-sharing, rental or service bureau purposes; (b) make the Service, in whole or in part, available to any other person, entity or business; (c) modify the contents of the Service and the Website or use such content for any commercial purpose, or any public display, performance, sale or rental other than envisaged in the Agreement; (c) copy, reverse engineer, decompile or disassemble the Service or the Website, in whole or in part, or otherwise attempt to discover the source code to the software used; or (d) modify or combine the System with any other services not provided or approved by Wunderbook.

Service Provider will obtain no rights to the System except for the limited rights to use the Service or website expressly granted by these Terms.

**5. Term of Agreement**

The initial term of this Agreement shall be for a period of two (2) years, commencing from the Effective Date unless terminated earlier as provided under this Agreement. Thereafter, the Agreement shall be renewed automatically for successive one (1) year term(s) unless either Party intimates its intention for non-renewal by providing a thirty (30) day notice to the Other Party before the expiry of any renewed term thereof. The obligations of the Parties under this Agreement would continue beyond the termination or expiration of this Agreement and shall survive any termination, cancellation or expiration of this Agreement.

**6. Account Registration**

The Service Provider must register an Account with Wunderbook in order to use the Service. Wunderbook may assist the Service Provider in the registration procedure, or can even create the account on behalf of the Service Provider and send the credentials by email. The Service Provider acknowledges that the account is personal or proprietary to the Service Provider or their practice and that they are expected to treat the account as confidential. The Service Provider agrees to provide accurate, current and complete information about the practice and Service Provider’s credentials as prompted by the registration form. By establishing an account with Wunderbook, the Service Provider represent that:

* they are the legal representative of the company on behalf of which they register the account for;
* they have the legal authority to enter into this Agreement.

**7. Access to the System and Use of Services**

**7.1 Verification**
Service Provider agrees that their registration is subject to verification by Wunderbook of their identity and credentials. As part of the registration process and at any time thereafter, Service Provider may be required to provide Wunderbook with various information such as business domain and other information in order to prove their credentials as a valid event organizer ("Credential Information"). Wunderbook may verify such Credential Information or may ask the Service Provider for additional information. We may also make enquiries from third parties to verify the authenticity of Their Credential Information. Service Provider authorizes Wunderbook to make such enquiries from such third parties, and Service Provider agrees to hold them and Wunderbook harmless from any claim or liability arising from the request for or disclosure of such information. Service Provider agrees that Wunderbook may terminate their access to or use of the Services at any time if they are unable at any time to determine or verify Their Credential Information. Wunderbook reserves to right to carry out re-verification of Credential Information as and when required, and the above rights and commitments will extend to re-verification as well.

**7.2 Safeguards**
• Service Provider will implement and maintain appropriate administrative, physical and technical safeguards to protect the Service from access, use or alteration; and

**7.3 No Third-Party Access**

Service Provider will not permit any third party to have access to or to use the System or the Services without Wunderbook’s prior written consent. Service Provider will not allow any third party to access the System or provide information to Registered Users/ Non-Registered Users on the Website. Service Provider will promptly notify Wunderbook of any order or demand for compulsory disclosure of information, if the disclosure requires access to or use of the System or Services.

**7.4 Submitted Content**

Wunderbook does not claim ownership of any materials the Service Provider makes available through the Site. At Wunderbook's sole discretion, such materials may be included in the Service in whole or in part or in a modified form. With respect to such materials the Service Provider submits or makes available for inclusion on the Site, they grant Wunderbook a perpetual, irrevocable, non-terminable, worldwide, royalty-free and non-exclusive license to use, copy, distribute, publicly display, modify, create derivative works, and sublicense such materials or any part of such materials (as well as use the name that you submit in connection with such submitted content). The Service Provider hereby represents, warrants and covenants that any materials provided does not include anything (including, but not limited to, text, images, music or video) to which they do not have the full right to grant the license. We take no responsibility and assume no liability for any submitted content posted or submitted by the Service Provider. If the Service Provider does not agree to these terms and conditions, they will not provide us with any submitted content. The Service Provider agrees that they are fully responsible for the content submitted. The Service Provider is prohibited from posting or transmitting to or from this Site: (i) any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material or content that would violate rights of publicity and/or privacy or that would violate any law; (ii) any commercial material or content (including, but not limited to, solicitation of funds, advertising, or marketing of any good or services); and (iii) any material or content that infringes, misappropriates or violates any copyright, trademark, patent right or other proprietary right of any third party. The Service Provider shall be solely liable for any damages resulting from any violation of the foregoing restrictions, or any other harm resulting from your posting of content to this Site.

**8.  Compliance:**

**8.1.**  Service Provider is solely responsible for ensuring that their use of the Services complies with applicable law. Service Provider will also ensure that their use of the Website and the Services is always in accordance with the terms of the Agreement. Service Provider will not undertake or permit any unlawful use of the System or Services, or take any action that would render the operation or use of the System or Services by us.

**8.2.**  Without limiting the generality of the foregoing, Service Provider represent that Service Provider shall not use the System in violation of any applicable laws. Notwithstanding the generality of the foregoing, Service Provider shall not use the Service to directly or indirectly solicit Registered Users for consultation or claim to be a specialist, through the Services or Website, unless Service Provider have a special qualification in that branch. Service Provider shall also keep Their Credential Information updated and will inform Wunderbook immediately should any portion of Their Credential Information be revoked, is cancelled or expires.

**9. Scope**

**9.1.** The scope of service of each Party shall be as defined below with the role of Wunderbook being primarily to present the list and details of Service Providers to the Customers and to enable the Customers to contact the Service Providers to receive information and/or estimates for the Services offered.

I. Restrictions

Service Provider shall not use the Services to:

**a.** post, publish or transmit any Content which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, hateful, or racially or ethnically or otherwise objectionable;

**b.** encourage conduct that is criminal, would give rise to civil liability or would otherwise violate any law;

**c.** harm children in any way;

**d.** impersonate a person or entity or falsely state their affiliation with a person or entity;

**e.** upload, post, transmit or otherwise make available any Content that infringes the rights of another party including but not limited to trademark, copyright and other intellectual property rights; or

**f.** transmit or otherwise make available any material that contains software viruses or any other computer code, files designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment

II. Duties and obligations of Wunderbook:

Wunderbook may promote the business, Wunderbook may take steps to disseminate information to the prospective Customers through Blogs, Social Media and any other promotional means.

**10. User information**

**10.1.** Service Provider hereby acknowledges that Service Provider may get access to User Information.

**10.2.** Service Provider represent and warrant that they will, at all times during the use of the Services and thereafter, comply with all nationally and internationally applicable laws that may now or hereafter govern the collection, use, transmission, processing, receipt, reporting, disclosure, maintenance, and storage of User Information.

**10.3.** Notwithstanding the generality of the aforementioned provision

(a) Service Provider acknowledge that Service Provider have read, understood and agree to comply with Wunderbook's Privacy Policy available at Privacy Policy when dealing with Customer Information.

(b) Service Provider represent and warrant that Service Provider will not use the Information of Customer, Registered and Non-Registered Users for any other purpose than for providing information to such Registered Users and Non-Registered Users and /or fixing appointments with the Customer.

**11. Payments**

Wunderbook shall, in no manner whatsoever, be responsible or liable for any payments to the Service Provider in relation to the Services availed by the Customers;

**12. Independent Contractor**

Nothing in this Agreement shall be construed to create a relationship of employer and employee, principal and agent, partnership, joint venture, or any relationship other than that of independent parties contracting with each other solely to carry out the provisions of this Agreement.

**13. Representations and Warranties of the Parties**

**13.1.** Each Party represents and warrants to the other Party that:

**a.** it has the right, power, and authority to enter into this Agreement and perform the acts required of it herein;

**b.** the execution of this Agreement by such Party, and the performance by such Party of its obligations and duties hereunder, do not and will not violate any agreement to which such Party is a party or by which it is otherwise bound;

**c.** it shall take utmost care in maintaining the confidentiality of the information received from each other and shall ensure that the same is not misused by its staff or representatives in any manner whatsoever. Further, the Parties shall be responsible for the breach of confidentiality obligations of its staff or representatives; and

**d.** this Agreement will constitute a legal, valid and binding obligation on each Party till its termination by the Parties herein.

**13.2.** Wunderbook disclaims any and all responsibility or liability for the accuracy, completeness, reliability or availability of Customer’s data / information collated by Wunderbook. The Customer’s data / information is provided "as is" and is available without warranty of any kind, either expressed or implied or statutory.

**14. Data Processing Covenant**

In accordance with worldwide Regulation on personal data privacy and security, and more specifically in accordance with the General Data Protection Regulation (GDPR) and California Consumer Privacy Act (CCPA), this Data Processing Covenant enters into force if and when the Services entail processing of the Customer’s Personal Data. Under this Covenant, Wunderbook is the Controller and the care Provider is the Processor of Personal Data.

A. Purpose

In accordance with the present Terms & Conditions, the Wunderbook Platform is provided as Software as a Service, and the Controller has clearly defined the purposes of collection of Personal data, and has ensured that the processing of the Personal Data is lawful before it is transferred to the Processor.

B. Types of Personal Data

The Processor will have access to the contact information of Controller’s Customers, the extent of which is determined and controlled by the Customer in its sole discretion, and other Personal Data such as inquiries, email data, and other eventual electronic data submitted, stored, sent, or received by the Controller via the Platform.

C. Obligations of the Processor

Within the scope of this Data Processing Covenant, and in its use of the services, the Processor shall be solely responsible for complying with the statutory requirements relating to data protection and privacy, in particular regarding the disclosure of Personal Data to other entities except the Controller, and the Processing of Personal Data. Processor must process personal data only in accordance with present arrangements and the instructions of Controller, unless required to otherwise process the data by investigations, by law enforcement or national security agencies.

Processor may not use the personal data provided for processing for any other purpose, particularly for its own purposes. Copies or duplicates of the personal data must not be created without Controller’s knowledge.

Processor undertakes to provide Controller with the relevant information about the fulfillment of the connection between the processor and the Customer, as provided in Clause 9.2. lit. t. Processor guarantees that the data processed for Controller will be strictly separated from other data.

If the Processor believes that an Instruction of the Controller infringes the Data Protection Law, it shall immediately inform the Controller without delay. If Processor cannot process Personal Data in accordance with the Instructions due to a legal requirement under any applicable European Union or United States law, the Processor will (i) promptly notify the Controller of that legal requirement before the relevant Processing to the extent permitted by the Data Protection Law; and (ii) cease all Processing (other than merely storing and maintaining the security of the affected Personal Data) until such time as the Controller issues new instructions with which Processor is able to comply. If this provision is invoked, Processor will not be liable to the Controller under this Data Processing Covenant for any failure to perform the applicable services until such time as the Controller issues new instructions in regard to the Processing.

Processor shall take the appropriate technical and organizational measures to adequately protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data. Such measures include, but are not be limited to:

* the prevention of unauthorized persons from gaining access to Personal Data Processing systems (physical access control),
* the prevention of Personal Data Processing systems from being used without authorization (logical access control),
* ensuring that persons entitled to use a Personal Data Processing system gain access only to such Personal Data as they are entitled to accessing in accordance with their access rights, and that, in the course of Processing or use and after storage, Personal Data cannot be read, copied, modified or deleted without authorization (data access control),
* ensuring that Personal Data cannot be read, copied, modified or deleted without authorization during electronic transmission, transport or storage on storage media, and that the target entities for any transfer of Personal Data by means of data transmission facilities can be established and verified (data transfer control),
* ensuring the establishment of an audit trail to document whether and by whom Personal Data have been entered into, modified in, or removed from Personal Data Processing systems (entry control),
* ensuring that Personal Data is Processed solely in accordance with the Instructions (control of instructions),
* ensuring that Personal Data is protected against accidental destruction or loss (availability control).

**15. Disclaimer and Warranties**

The services, the website the system, access to the system and the information contained on the system is provided "as is" and "as available" basis without any warranty of any kind, expressed or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. You are solely responsible for any and all acts or omissions taken or made in reliance on the system or the information in the system, including inaccurate or incomplete information. it is expressly agreed that in no event shall we be liable for any special, indirect, consequential, remote or exemplary damages, including but not limited to, loss of profits or revenues, loss of use, or loss of information or data, whether a claim for any such liability or damages is premised upon breach of contract, breach of warranty, negligence, strict liability, or any other theory of liability, even if we have been apprised of the possibility or likelihood of such damages occurring. We disclaim any and all liability for erroneous transmissions and loss of service resulting from communication failures by telecommunication service providers or the system.

You acknowledge that other users have access to the system and are receiving our services. Such other users have committed to comply with these terms & conditions and our policies and procedures concerning use of the system; however, the actions of such other users are beyond our control. Accordingly, we do not assume any liability for or relating to any impairment of the privacy, security, confidentiality, integrity, availability, or restricted use of any information on the system resulting from any users' actions or failures to act.

**16.  Limitation of Liability**

NOTWITHSTANDING THE OTHER TERMS OF THESE TERMS, IN THE EVENT WUNDERBOOK SHOULD HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY LOSS, HARM OR DAMAGE, YOU AND WUNDERBOOK AGREE THAT SUCH LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE VALUE OF ANY FEES RECEIVED BY WUNDERBOOK FROM YOU IN THE PRECEDING TWELVE. YOU AND WUNDERBOOK AGREE THAT THE FOREGOING LIMITATION OF LIABILITY IS AN AGREED ALLOCATION OF RISK BETWEEN YOU AND WUNDERBOOK.

**17. Indemnification**

**17.1.** The Parties shall indemnify, hold harmless and defend each other and its shareholders, officers, directors, employees and affiliates from and against all and any charges, claims, damages, costs, suits, judgments, decrees, losses, expenses (including reasonable legal fees), penalties, demands liabilities and causes of action, of any kind or stature (“Claims”), based upon, relating to, or arising out of a breach or claimed breach or failure of any of the covenants, representations or warranties under this Agreement.

**17.2.** The Service Provider shall also be liable to indemnify Wunderbook and its shareholders, officers, directors, employees and affiliates for any unlawful disclosure of information of the Customer, damage, death, injury, other mishap or any complications that require additional treatment caused to the Customer due to the negligence of the Service Provider and/or its staff performing their duty or fulfilling their obligations under this Agreement. Further, Service Provider shall also be liable to indemnify and hold harmless Wunderbook from Claims arising due to breach of or failure to protect the confidentiality of the Customers.

**17.3.** It is expressly clarified that Wunderbook shall not be liable for or be made a party to any claim that maybe made against the Service Provider by the Customer concerning the events organized by the Service Provider.

**17.4.** Notwithstanding what is stated hereinabove, Wunderbook shall not be liable for any liability for incidental, consequential, indirect, special, punitive damages or liabilities of any kind, or for loss of revenue, loss of business or other financial loss arising out of or in connection with this Agreement, regardless of the form of action, whether in contract, tort (including negligence) or otherwise, even if any representative of a Party has been advised of the possibility of such damages. Wunderbook’s aggregate liability arising or accruing under this Agreement for any damages shall not exceed USD 500 [Five Hundred USD].

**18. Confidential Information**

**18.1.** The Parties agree to maintain and hold in strictest confidence, confidential information with respect to the affairs of the each other. “Confidential Information” means any non-public information that relates to the actual or anticipated business or research and development of the Parties including, but not limited to, this Agreement and its terms thereof, the scheme of the Arrangement between the Parties, the business model of Wunderbook and its working methodology, Customer data, research, product plans or other information regarding either Party’s products or services and markets therefore, customer lists and customers, finances or other business information. The Parties shall however be permitted to disclose the Confidential Information of the other Party to the Service Provider and/or the Customer to the extent required for the purpose of this Arrangement.

**18.2.** Service Provider also agrees to maintain adequate administrative, technical, and physical safeguards to protect the confidentiality of personal information of the Customers. Any breach of security or unlawful disclosure of personal information of a Customer shall be reported to Wunderbook within two (2) days of the learning of such breach or disclosure and may be a ground for termination of this Agreement.

**18.3.** It is clarified that Wunderbook shall not be responsible for any claim arising under this Clause due to breach of Confidentiality by the Service Provider and Service Provider shall be liable to indemnify Wunderbook for any losses arising as a result of the same.

**18.4.** The provision on confidentiality under this Clause is binding and shall survive the termination of this Agreement.

**19. Termination**

**19.1. Termination with cause**

Either Party may terminate this Agreement if:

**a.** the other Party commits a breach of any material term or condition of this Agreement and fails to cure such breach within ten (10) days after receipt of written notice of the same;

**b.** the other Party becomes the subject of a petition in bankruptcy or any voluntary/involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors;

**19.2. Termination without cause**

Either Party may terminate this Agreement at will, after giving 15 days prior written notice of the same to the Other Party.

**19.3. Consequences of Termination**

**a.** It is clarified that the termination of the Agreement will not affect the already organized events by the Service Provider.

**b.** Exercise of the right of termination shall not prejudice legal rights or remedies of the Parties to claim any outstanding monies arising up to the date of termination of this Agreement.

**20. Dispute Resolution and Governing Law**

**20.1** Any claim, controversy, difference or dispute between the Parties shall be attempted to be resolved through mutual negotiations within a period of 30 days from the date of such dispute arising.

**20.2** If the dispute is not resolved by negotiation within the above referred 30 days, the Parties shall be bound to submit all disputes and differences howsoever arising out of or in connection with this Agreement to arbitration by sole arbitrator appointed by mutual agreement of the Parties, or in the absence of such an agreement within 15 days after a Party first proposes an arbitrator, the dispute shall be resolved by an arbitral tribunal composed of three arbitrators, one of whom shall be appointed by each Party within 15 days after expiry of the 15 days period. The third arbitrator shall be selected by the mutual agreement of the first two arbitrators within 15 days after the last of the first two arbitrators has been appointed. The place of arbitration shall be England and Wales.

The language to be used in the arbitration proceedings shall be English. The award of the arbitration proceedings will be final and binding on all Parties to the Agreement.

This Agreement is governed by and is to be construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction with respect to all actions arising out of or in relation to this Agreement, its performance or breach thereof.

**21. Copyright Notice**

The Company respects the intellectual property rights of others and expects the users of its services to do the same. If you believe that any content appearing in the Product has been copied in a way that constitutes copyright infringement, please forward the following information to the Company.

To file a copyright infringement notice, you will need to send a written communication that includes the following to the address listed below:

• Your name, address, telephone number, and email address;

• A description of the copyrighted work that you claim has been infringed;

• The exact URL or a description of where the alleged infringing material is located;

• A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

• An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and

• A statement by you, under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

**22. Choice of Forum**

The Courts of England and Wales shall have exclusive jurisdiction with respect to this Agreement.

**23. General Provisions**

**23.1. Survival:** Termination of this Agreement will not terminate, affect, or impair any rights, obligations, or liabilities of either Party, which may accrue prior to such termination.

**23.2. Non-Solicit:** During the Term of this Agreement, Either Party will not, without the Other Party’s prior written consent, directly or indirectly, solicit or encourage any employee or contractor of the Other Party or its affiliates to terminate employment with, or cease providing services to, the Other Party or its affiliates.

**23.3. Assignment:** This Agreement shall not be assigned, in whole or in part, by the Service Provider, without the prior written consent of Wunderbook. However, Wunderbook may assign this Agreement, at its discretion, to such affiliate/s as it may deem fit without prior notification to the Service Provider. Further, this Agreement shall continue and will remain unaffected by reason of change in control of Wunderbook. This Agreement will be binding upon and will inure to the benefit of the Parties and their representatives and respective successors and permitted assigns.

For the purposes of this Agreement, ‘change in control’ shall mean the direct or indirect change in the ownership, operation or control of Wunderbook whether resulting from merger, acquisition, share transfer / subscription, consolidation or otherwise.

**23.4. Waivers:** No Party will be deemed to have waived any of its rights, powers or remedies hereunder unless that Party approves such waiver in writing.

**23.5. Entire Agreement:** This Agreement, including any and all attachments/Exhibits hereto, constitutes the entire agreement between the Parties relating to the subject matter hereof, and all prior negotiations and understandings, whether oral or written, are superseded hereby.

**23.6. Severability:** Each section of this Agreement is severable.  If any provision is held unenforceable by a court of competent jurisdiction, such ruling shall not impair any other provision that remains intelligible and all other provisions shall continue in effect.

**23.7. Counterparts:** This Agreement may be executed in counterparts, with each counterpart being considered as the original Agreement.

**23.8. Compliance with Laws:**  Each Party shall comply with all applicable laws and regulations in performing its obligations under this Agreement and shall be individually liable for any and all non- compliance of any regulation/law/guideline/order etc. on its part.

**23.9. Notices:** All notices required or desired to be given hereunder will be in writing and can be either be delivered personally or be sent by electronic communication (with a copy by ordinary mail) or by registered or certified mail. If sent by electronic communication, notices will be deemed to have been given on the same day on which the notice is sent. If notice is sent by registered or certified mail or is delivered personally, it shall be deemed to have been given on the day on which the notice is received or when delivery is refused.