





X-Change 2025 | Success Story Terms & Conditions

Terms & Conditions

Collateral & Distribution:

The following terms and conditions apply to any Collateral provided by an end-user to IS³ or its affiliates for the purposes of writing and/or filming the end-user's success story

- 1. IS³ will ensure that any sensitive information provided with the Collateral will be carefully protected. IS³ will not use any sensitive information belonging to an end-user without first obtaining the end-user's prior written consent.
- 2. It is the responsibility of the partner/SI to obtain consent from the end-user to submit a Call for Papers, present and disclosure their company information as stipulated in the T & C's. This consent must be provided to IS³ Industry Software Solutions & Support with submission papers. If no consent is provided the partner/SIs submission will not be considered.
- 3. IS³ recognises that some end-users may have specific restrictions on how their information is used by third parties.
 - 3.1. The end-user agrees that IS³ and its affiliates may:
 - 3.1.1. use the Collateral in written, audio and / or video formats for advertising, publicity, commercial or other business purposes, on various mediums, including but not limited to the following mediums:
 - 3.1.1.1. social media: e.g. Facebook, Twitter, Instagram, YouTube, LinkedIn
 - 3.1.1.2. websites
 - 3.1.1.3. presentations: e.g. internal or external presentations
 - 3.1.1.4. printed and/or digital publications: e.g. leaflets, newsletters, posters, podcasts, and other marketing materials
 - 3.1.1.5. print and/or digital media: e.g. national, regional and/or local newspapers, magazines, and news sites
 - 3.1.2. use the Collateral singularly, or in conjunction with other written, audio and/or video materials, as approved by the end-user during the production phase;
 - 3.1.3. edit the Collateral in consultation with the end-user, and incorporate Collateral into written, audio and/or video formats for use on social media, newspapers and magazines, broadcasts (radio and television, including cable and satellite transmissions) programs, or otherwise; and
 - 3.1.4. reproduce, or cause to be reproduced such written, audio and/or video content and exhibit same in all domestic and foreign markets.
- 4. Prior to the first publication of the end-user's success story, IS³ will obtain the end-user's approval of the final written, audio and/or video content. The end-user agrees to review the final written, audio and/or video content for factual accuracy, to confirm that the story matches the end-user's corporate image and conveys the end-user's desired and positive message, and to prevent the inadvertent release of any sensitive information belonging to the end-user. The end-user undertakes to provide IS³ with its approval or comments, in writing within ten (10) days of request from IS³ or such earlier time as agreed between the parties in writing.
- 5. The publishing of any written, audio and/or video content created by IS³ and its affiliates will only commence upon approval by the end-user and the signature of the end-user's authorised signatory. Upon publishing the end-user's story, IS³ will provide the end-user with copies of the written, audio and/or video content, as well as copies of any articles, press releases,







- advertising where IS3 may publish the end-user's story.
- 6. Save for the provisions of clause 6 below, IS³ and its affiliates acknowledge that any intellectual property belonging to the end-user which is incorporated into any written, audio and/or video content produced by IS³ and its affiliates, is and shall remain the end-user's intellectual property, and the end-user grants IS³ and its affiliates a worldwide, non-exclusive, royalty-free perpetual license to use the end-user's intellectual property in any written, audio and/or video content produced by IS³ and its affiliates, for the purposes of these terms and conditions.
- 7. The end-user acknowledges that all copyrights in any written, audio and/or video content produced by IS³ and its affiliates is and shall remain IS³'s intellectual property, and IS³ grants the end-user a non-exclusive, non-transferable, non-assignable, royalty-free perpetual license to use and distribute the written, audio and/or video content produced by IS³ and its affiliates, solely for the end-user's own advertising and marketing efforts.
- 8. Both parties agree that the written, audio and/or video content will not be altered by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 9. Both parties also agree to stop distributing, publicly referencing and displaying the written, audio and/or video content at any time upon written request from the other party, which consent shall not be unreasonably withheld.
- 10. The end-user agrees that IS³ and its affiliates shall not be liable to the end-user for the use of the Collateral or the written, audio and/or video content, so long as such use is in accordance with the rights granted under these terms and conditions.

Governance and Compliance:

- 11. To ensure the integrity of the X-Change 2025 event, all end-user delegate registrations will go through a vetting process in accordance with the company's governance & compliance regulations. Once vetting has been completed successfully and approved an invoice for payment will be sent to you, the end-user delegate.
- 12. The end-user agrees that IS³ and its affiliates may process any personal information provided by the end-user. "Personal Information" and "Processing" are defined in terms of the Protection of Personal Information Act 4 of 2013 ("POPIA").
 - 12.1. Further information is available on the below:
 - 12.1.1. how IS³ treats its end-user's personal information,
 - 12.1.2. how the end-user may exercise its rights regarding its personal information,
 - 12.1.3. and the retention periods of the different categories of information processed by IS³.
 - 12.1.4. Information can be found at https://ioco.tech/privacy/. Alternatively, you contact our Chief Executive Officer, Dion Govender, directly at Dion.Govender@ioCo.tech.