

FinTech Wales - Membership Terms and Conditions

Welcome to FinTech Wales Collective, a company registered in England and Wales with company number 12062166, whose registered office is at Clockwise Cardiff, Brunel House, 2 Fitzalan Rd, Cardiff, CF24 0EB. ('**FinTech Wales**', '**we**' and '**us**').

FinTech Wales operates a membership organisation and these terms and conditions ('**Terms**') apply to your organisation as a member of FinTech Wales ('**Collective Member**' or '**you**') for the duration of your organisation's membership of FinTech Wales.

These Terms constitute a legally binding contract between the Collective Member and FinTech Wales.

1. Definitions and Interpretation

1.1. The following definitions and rules of interpretation apply in these Terms:

Additional Services has the meaning given to it in clause 4.2;

Annual Event means the annual gathering of FinTech Wales when Collective Members will have the opportunity to provide feedback and ideas, and participate in accordance with the Membership Rules at the FinTech Wales annual general meeting ('**AGM**');

Business Day means a day other than a Saturday, Sunday or public holiday in England and Wales, when banks in London are open for business.

Commencement Date means the first day of the month following the date that your application is accepted in accordance with clause 3.3 and we have received your Membership Fee, or the date your application is accepted in accordance with clause 3.3 if it falls on the first day of the month and we have received your Membership Fee;

Communications means communications sent or posted by us including our newsletter, reports, blogs, annual reports, news items and slack posts;

Data Protection Laws means as binding on either party, the UK General Data Protection Regulation (EU) 2016/679, the Data Protection Act 2018, any laws which implement any such laws; and any laws that replace, extend, re-enact, consolidate, or amend any of the foregoing;

Initial Membership Year has the meaning given to it in clause 7.1;

Intellectual Property Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to

sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Membership means your membership of FinTech Wales, as described in these Terms;

Membership and Benefits Document means the FinTech Wales “membership and benefits” document which includes details of the Membership Benefits applicable to each Membership Tier together with details of the Additional Services, a copy of which will be provided to the Collective Member following a request for Membership (and which may be updated from time to time);

Membership Benefits means the benefits offered to Collective Members by FinTech Wales as set out on the Membership Page and for the relevant Membership Tier which applies to the Collective Member;

Membership Fee means the non-refundable fee charged for Membership which shall be calculated by reference to the appropriate Membership Tier for the Collective Member and payable in accordance with clause 8. Details of fees for each Membership Tier are set out on the Membership Page;

Membership Page means the page on our Website setting out details of Membership Benefits available to Collective Members and the Membership Fees payable for each Membership Tier, which can be accessed at <https://fintechwales.org/membership/>

Membership Year means the Initial Membership Year and each Subsequent Membership Year as defined in clause 7;

Membership Rules means the Membership Terms and Conditions of FinTech Wales presented in this document;

Membership Tier(s) means the different tiers of membership provided by FinTech Wales which includes (i) starting, (ii) scaling, (iii) enterprise and (iv) partner (v) supporting services each of which are detailed on the Membership Page;

Platform means the mini-site platform operated by the Platform Provider which is offered to certain Collective Members in accordance with the benefits offered for their Membership Tier;

Platform Provider means either Fintech Wales or another 3rd party;

Subsequent Membership Year has the meaning given to it in clause 7.1;

Trade Marks means the trademarks, logos and business names each respective party; and

Website means the website operated by us which can be accessed at <https://fintechwales.org>

1.2. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3. Reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.4. Reference to a statute or statutory provision is a reference to it as amended, extended or reenacted from time to time.

1.5. Reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.6. Reference to writing or written includes email.

1.7. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.8. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.9. The Schedules form part of these Terms and shall have effect as if set out in full in the body of these Terms. Any reference to these Terms includes the Schedules.

2. Our relationship with you

2.1. These Terms will apply to your application to become a Collective Member and to your ongoing membership of FinTech Wales once you become a Collective Member.

2.2. These Terms apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice, or course of dealing.

2.3. By applying to become a Collective Member and/or becoming a member of FinTech Wales you will be deemed to have accepted these Terms. Please therefore read this document carefully and get in touch if there is anything within these Terms that you do not understand. If you wish to cancel your membership, please follow the steps set out at clause 10.

2.4. By applying to become a Collective Member and/or participating in your ongoing Collective Membership, you agree to be bound by and adhere to the Membership Rules, including any variations to the Membership Rules which FinTech Wales may make from time to time, which will be notified to Collective Members in writing.

3. Applying to become a Collective Member

3.1. You can apply to become a Collective Member by filling out the form located on the Membership Page or contacting us via email at info@fintechwales.org.

3.2. When we receive your application, we will review it to assess whether you meet the criteria for the specific Membership Tier you have applied for, and we will contact you to request further information if required.

3.3. If your application is accepted, we will confirm this to you by email and your Collective Membership will begin on the Commencement Date.

3.4. If we are unable to accept your application, we will inform you of this by email and we will not process your application further.

3.5. You shall inform FinTech Wales immediately if you wish to withdraw your application for Membership before it has been accepted.

3.6. FinTech Wales reserves the right to stop accepting and processing applications at any time.

4. Our Services

4.1. In consideration for payment of the Membership Fee, FinTech Wales shall provide the Collective Member with the Membership Benefits for the relevant Membership Tier the Collective Member has applied and been accepted for.

4.2. In addition to the Membership Benefits applicable to each Membership Tier, FinTech Wales can provide the following additional services (**'Additional Services'**) following a request by a Collective Member and subject to payment of an additional charge:

4.2.1. **Sponsorship opportunities.** If the Collective Member requests FinTech Wales provide one or more of the sponsorship opportunities detailed on the Membership and Benefits Document, the Collective Member shall pay the additional charge applicable for the relevant sponsorship opportunity which shall be calculated based on the fees set out in the Membership and Benefits Document and the terms

and conditions set out in Schedule 1 shall also apply in addition to these Terms (as applicable).

4.2.2. **Meeting and event space hire.** If the Collective Member requests to hire FinTech Wales meeting or event space, the Collective Member shall pay an additional charge which shall be calculated in accordance with the Membership and Benefits Document and the terms and conditions set out in Schedule 2 shall also apply in addition to these Terms (as applicable).

4.2.3. **Advertising.** If the Collective Member requests to place an advert in a FinTech Wales Communication, the Collective Member shall pay an additional charge which shall be calculated in accordance with the Membership and Benefits Document and the terms and conditions in Schedule 3 shall apply in addition to these Terms (as applicable).

4.2.4. **Content.** If the Collective Member requests FinTech Wales to take photographs or video content on behalf of the Collective Member, the Collective Member shall pay the applicable additional charge detailed in the Membership and Benefits Document and such additional charge shall be payable by the Collective Member in advance of FinTech Wales performing providing this Additional Service.

4.3. The terms set out clause 4.2 shall only apply to the extent applicable to the relevant Additional Service purchased by the Collective Member.

5. Our Obligations

5.1. These Terms shall not prevent FinTech Wales from entering into similar agreements or arrangements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under these Terms.

5.2. FinTech Wales warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under these Terms.

5.3. Except as set out in these Terms, FinTech Wales gives no warranties and makes no representations in relation to the Membership or Membership Benefits and all warranties and conditions (including the conditions implied by ss12-16 of the Supply of Goods and Services Act 1982), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

5.4. FinTech Wales reserves the right to amend these Terms, the Membership Benefits and Membership Page if necessary to comply with any applicable law or regulatory requirement,

or if the amendment will not materially affect the nature or quality of the Membership Benefits and FinTech Wales shall notify the Collective Member in any such event.

5.5. FinTech Wales gives no warranty and does not guarantee that the Website will be available at all times.

6. Your rights and obligations

6.1. You shall:

6.1.1. provide FinTech Wales with such information and materials as FinTech Wales may reasonably require in order to provide the Membership and Membership Benefits, and ensure that such information is complete and accurate in all material respects;

6.1.2. comply with any additional reasonable requests and obligations specified by FinTech Wales when using and accessing the Membership Benefits.

6.2. The Collective Member warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under these Terms.

6.3. Collective Members with Platform access agree to abide by all terms and conditions of use and any other rules and regulations which the Platform Provider has in place from time to time. FinTech Wales does not accept any responsibility or liability for the Collective Members use of the Platform or breach of any of the Platform Providers terms, rules or policies.

6.4. You warrant that any content provided by you to be displayed or featured on our Website or within our Communications or posted directly by you on our slack channels is not:

6.4.1. obscene or indecent content;

6.4.2. graphic or violent content;

6.4.3. content that is hateful, threatening, harassing or abusive;

6.4.4. content liable to incite unlawful discrimination;

6.4.5. content liable to incite acts of terrorism;

6.4.6. content that is defamatory;

6.4.7. content relating to the sale or promotion of counterfeit goods;

6.4.8. content that infringes rights of publicity or privacy;

6.4.9. content that is otherwise harmful, unlawful or illegal; or

6.4.10. content targeted at children under the age of 18.

6.5. You represent and warrant that any content and any other materials or documentation provided by you in connection with your Membership, receipt of the Membership Benefits or in connection with the Additional Services (as applicable):

6.5.1. does not infringe the Intellectual Property Rights of any third-party;

6.5.2. are lawful, truthful, honest and comply with all applicable laws; and

6.5.3. are free from any viruses, adware, malware, bit torrents, and will not cause an adverse effect on the operation of our Website or any other digital platform owned by FinTech Wales.

7. Membership Term

7.1. The first Membership Year starts on the Commencement Date and unless terminated earlier in accordance with clause 10 shall continue for an initial period of 12 months ('**Initial Membership Year**') and shall, unless terminated earlier in accordance with clause 10, automatically extend for a further 12-month period ('**Subsequent Membership Year**') at the end of the Initial Membership Year and at the end of each Subsequent Membership Year.

7.2. You may give written notice to FinTech Wales, no later than 28 days before the end of the Initial Membership Year or the relevant Subsequent Membership Year, of your intention not to renew your Membership at the end of the Initial Membership Year or the relevant Subsequent Membership Year, as the case may be.

7.3. If no notice of termination is received, FinTech Wales shall automatically renew your Membership for another Membership Year and issue an invoice for the Membership Fee in accordance with clause 8.1.

7.4. If your Membership is renewed in accordance with clause 7.3, you will have 14 days following the renewal date to cancel your Membership and receive a full refund of the Membership Fee.

8. Membership Fees

8.1. FinTech Wales shall invoice the Collective Member for the Membership Fee at any time following acceptance of the Collective Member's application.

8.2. Unless FinTech Wales receives notice under clause 10.1 from the Collective Member confirming that they do not intend to renew their Membership, FinTech Wales shall issue invoices annually for each Subsequent Membership Year at any time beginning with the date which falls 14 days' before the end of each Membership Year.

8.3. The Collective Member shall pay FinTech Wales the Membership Fee:

8.3.1. within 14 days of receiving an invoice;

8.3.2. in full, cleared funds without deduction or set off; and

8.3.3. to a bank account nominated in writing by FinTech Wales.

8.4. FinTech Wales will charge VAT on each Membership Fee at the prevailing rate and shall be responsible for providing the Collective Member with a VAT invoice.

8.5. The Collective Member acknowledges and agrees that the Membership Fee(s):

8.5.1. shall be payable in the currency specified on the invoice (as applicable);

8.5.2. are non-cancellable and non-refundable;

8.5.3. are exclusive of any value added tax (or other applicable sales tax), which shall be applied at the appropriate rate and the Collective Member shall pay to FinTech Wales such additional amounts in respect of VAT as are chargeable on the Membership at the same time as payment is due in accordance with clause 8.3.

8.6. If your Membership Fee is not paid in accordance with clause 8.3, FinTech Wales reserves the right to reject the application and suspend any Membership.

8.7. Membership Fees will be periodically reviewed and any changes will be communicated to Collective Members prior to any recurring annual invoice being issued to the Collective Member.

9. Membership Benefits

9.1. In order to access Membership Benefits, you will need to become a Collective Member by following the process set out at clause 3.

9.2. Once you have become a Collective Member, you will have access to the relevant Membership Benefits applicable to your Membership Tier from the Commencement Date. You will be able to access the Membership Benefits available to you by visiting the Membership Page.

9.3. As part of your Membership Benefits, you shall have the right to attend the Annual Event and participate in accordance with the Membership Rules at the FinTech Wales AGM.

9.4. The Membership Benefits are available in each Membership Year and any Membership Benefits not used by a Collective Member within a relevant Membership Year cannot be carried over to be used in the next Membership Year.

9.5. FinTech Wales does not guarantee that each Collective Member will benefit from all the Membership Benefits available to them in each Membership Year.

9.6. No refunds or discounts will be available to Collective Members in relation to Membership Benefits that are not used within the relevant Membership Year.

9.7. All Membership Benefits are subject to availability and FinTech Wales does not guarantee that Membership Benefits will always be available.

9.8. Some Membership Benefits may be limited in number, if this is the case, these Membership Benefits will be delivered on a first-come, first-served basis which shall be determined by FinTech Wales. This includes but is not limited to availability of FinTech Wales meeting rooms.

9.9. You may be required to provide additional information in order to redeem Membership Benefits. If the required information is not provided within a reasonable time period, we shall not be responsible for any failure to provide the relevant Membership Benefits.

9.10. Membership Benefits will be reviewed periodically, and significant changes will be communicated to Collective Members in writing.

9.11. You will be able to redeem the Membership Benefits by contacting your FinTech Wales primary contact.

10. Cancellation of Membership

10.1. If you wish to cancel your Membership at the end of the Initial Membership Year or a Subsequent Membership Year, you may give us written notice no later than 28 days prior to the expiry of then current Membership Year. Following receipt of a notice in accordance with

this clause 10.1, your Membership will expire at the end of the then current Membership Year.

10.2. FinTech Wales reserves the right to cancel the Membership of a Collective Member if FinTech Wales reasonably believes that a Collective Member has:

10.2.1. breached the Membership Rules; or

10.2.2. abused the Membership Benefits.

10.3 On cancellation of a Collective Member's Membership in accordance with this clause 10:

10.3.1. we will immediately stop providing you with the services set out in clause 4;

10.3.2. any Membership Benefits you have accrued and not used will no longer be available to use or access;

10.3.3. your right to access the Membership Benefits will be suspended;

10.3.4. any licences granted under these Terms shall immediately terminate;

10.3.5. FinTech Wales shall be entitled to invoice you for any outstanding properly incurred Membership Fees;

10.3.6. the Collective Member's details and any content about or provided by such Collective Member will be removed from our Website and cease to be included in any future Communications; and

10.3.7. any provisions of the Terms that expressly or by implication are intended to come into or continue in force on or after termination or expiry of the Terms shall remain in full force and effect.

11. How we may use personal information

11.1. We will use any personal information the subscribing Collective Member provides to us to:

11.1.1. provide Membership Benefits (and where use of the Platform forms part of those Membership Benefits, we will pass those details required for this purpose to the Platform Provider);

11.1.2. process Membership Fees; and

11.1.3. inform the subscribing Collective Member about other Membership Benefits we may provide from time to time, but the subscribing Collective Member may stop receiving these at any time by contacting us.

11.2. Further details of how we will process personal information are set out in our [privacy policy](#).

11.3. The Collective Member shall at all times comply with all Data Protection Laws and warrants that it has all necessary consents and/or notices in place for the sharing of the personal data it shares with FinTech Wales. Nothing in these Terms relieves a Collective Member of any responsibilities or liabilities under the Data Protection Laws.

12. Intellectual Property Rights

FinTech Wales Intellectual Property

12.1. The Collective Member acknowledges and agrees that FinTech Wales and/or its licensors own all Intellectual Property Rights in the Memberships and Membership Benefits. Except as expressly stated herein, these Terms do not grant the Collective Member any rights to, or in, Intellectual Property Rights, or any other rights or licences in respect of the Memberships or Membership Benefits.

12.2. FinTech Wales grants the Collective Member a non-exclusive, non-sublicensable, royalty free licence to use FinTech Wales' Trade Marks solely for the purpose of displaying the FinTech Wales Trade Marks on the Collective Member's website, email signature and other marketing materials for the duration of the Membership.

12.3. The Collective Member grants FinTech Wales a perpetual, non-exclusive and royalty free licence to use the Collective Member's Trade Marks to provide the Membership Benefits and Additional Services (if applicable) including featuring the Collective Member on the Website and in other Communications (in accordance with the Membership Benefits).

12.4. Both parties acknowledge that they will not gain any right, title or interest in any of the other party's Trade Marks and the parties shall not make use of the Trade Marks except as set out in these Terms or otherwise agreed between the parties in writing.

12.5. The Collective Member shall indemnify and keep indemnified and hold harmless FinTech Wales from and against all claims, damages, losses, costs (including all reasonable legal costs), expenses, demands or liabilities arising out of any claim that FinTech Wales' use of the Collective Member's Trade Marks or any other materials provided by the Collective Member in connection with the Membership or Membership Benefits (i) infringes

any Intellectual Property Rights of any third party, or (ii) is defamatory or libellous to any third party.

13. Limitation of Liability

13.1. This clause 13 sets out the entire financial liability of FinTech Wales (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Collective Member:

13.1.1. arising under or in connection with these Terms;

13.1.2. in respect of any use made by the Collective Member of the Membership, Membership Benefits and/or Additional Services; and

13.1.3. in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Terms.

13.2. Nothing in these Terms excludes the liability of FinTech Wales for:

13.2.1. death or personal injury caused by FinTech Wales' negligence; or

13.2.2. fraud or fraudulent misrepresentation.

13.3. Subject to clause 13.2, FinTech Wales' total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these Terms shall be limited to the total Membership Fees paid under these Terms during the twelve (12) months immediately preceding the date on which the claim arose.

13.4. Subject to clause 13.2, FinTech Wales shall not be liable for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under these Terms.

13.5. Subject to clause 13.2, FinTech Wales shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any of the following (whether direct or indirect):

13.5.1. loss of profits;

13.5.2. loss of business;

13.5.3. harm or depletion of goodwill;

- 13.5.4. loss of opportunity;
- 13.5.5. loss of savings, discount or rebate;
- 13.5.6. loss of corruption of data or information; or
- 13.5.7. pure economic loss.

14. Survival

14.1. Any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination or expiry of these Terms shall remain in full force and effect.

14.2. Termination or expiry of these Terms shall bring to an end any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

15. Variation

No variation of these Terms shall be effective, unless communicated by FinTech Wales in writing or as otherwise agreed between the parties in writing.

16. Entire Agreement

16.1. These Terms constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to their subject matter.

16.2. Each party acknowledges that in entering into these Terms it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms.

16.3. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.

16.4. Nothing in this clause shall limit or exclude any liability for fraud.

17. Force Majeure

Neither party shall be in breach of these Terms nor liable for delay in performing, or failure to perform, any of its obligations under these Terms, not including payment, if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations.

18. Severance

If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Terms.

19. Waiver

No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

20. Assignment

20.1. The Collective Member shall not, without the prior written consent of FinTech Wales, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms.

20.2. FinTech Wales may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms.

21. No partnership or agency

Nothing in these Terms is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

22. Third Party Rights

These Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms.

23. Communications between us

23.1. When we refer to “in writing” in these Terms, this includes email.

23.2. Any notice required to be given under these Terms shall be in writing and shall be:

23.2.1. delivered by hand or by pre-paid first-class post or other next working day delivery service to the addresses specified at clause 23.3; or

23.2.2. sent by email to the email addresses specified at clause 23.3 (or an address substituted in writing by the party to be served).

23.3. All notices shall be addressed as follows:

23.3.1. To FinTech Wales: Clockwise Cardiff, Brunel House, 2 Fitzalan Rd, Cardiff, Wales, CF24 0EB

Email: membership@fintechwales.org

23.3.2. To Collective Member: Details contained on Membership application form.

23.4. Notices may be given and are deemed received:

23.4.1. by hand: on receipt of a signature at the time of delivery;

23.4.2. by pre-paid first-class or recorded delivery post: at 9.00am on the second Business Day after posting;

23.4.3. at the time of transmission, or if sent outside of normal business hours, at 9.00am on the next Business Day. In this clause 23.4.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

24. Governing Law and Jurisdiction

24.1. These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

24.2. 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 these Terms or their subject matter or formation.

1. FinTech Wales - Sponsorship Terms

1. Sponsorship Terms

If a Collective Member purchases one of the sponsorship opportunities available to members of FinTech Wales in accordance with clause 4.2.1, the following terms will apply in addition to the Terms (as applicable).

1. The Event

1.1. The parties shall agree which sponsorship package set out in the Membership and Benefits Document FinTech Wales will provide (the 'Sponsored Event').

1.2. FinTech Wales does not guarantee that a certain number of attendees will attend or access the Sponsored Event and any indication of expected audience numbers are estimates only.

2. Sponsorship Fee

2.1. The Collective Member shall pay a sponsorship fee to FinTech Wales as detailed on the Membership and Benefits Document or where no such sponsorship fee is specified, shall be the sponsorship fee advised by FinTech Wales in writing ('Sponsorship Fee').

2.2. The Sponsorship Fee shall become payable by the Collective Member to FinTech Wales [14 days] prior to the Sponsored Event.

2.3. The Sponsorship Fee shall be paid into a bank account nominated by FinTech Wales in writing.

3. Sponsorship Rights

3.1. In consideration of the Sponsorship Fee the Collective Member shall be granted the rights specified on the Membership and Benefits Document which are applicable to the relevant sponsorship package selected by the Collective Member ('Sponsorship Rights').

3.2. All Intellectual Property Rights in and to any materials produced for the Sponsored Event by or on behalf of FinTech Wales or jointly by FinTech Wales and the Collective Member shall, with the exception of the Collective Member's Trade Marks, be the sole and exclusive property of FinTech Wales.

4. Collective Member's Obligations

4.1. The Collective Member shall at least 14 days prior to the Sponsored Event submit to FinTech Wales for prior written approval, any sponsorship materials or content the Collective Member intends to use or distribute at the Sponsored Event.

5. Our Obligations

5.1. We shall organise or procure the organisation of the Sponsored Event in accordance with these Terms.

5.2. We shall be responsible for:

5.2.1. arranging the attendance of all staff and personnel appointed by us; and

5.2.2. arranging the provision of equipment as agreed between the parties.

5.3. FinTech Wales shall use its reasonable endeavours to deliver or ensure the delivery of each and all of the Sponsorship Rights to the Collective Member.

6. Event Cancellation

6.1. FinTech Wales reserves the right to cancel a Sponsored Event for any reason.

6.2. FinTech Wales shall notify the Collective Member of the cancellation as soon as possible.

6.3. The parties agree that:

6.3.1. FinTech Wales shall not be in breach of these Terms due to the cancellation or abandonment of any Sponsored Event; and

6.3.2. in the event the Sponsored Event is cancelled, the Collective Member shall have the right to negotiate a reduction of the Sponsorship Fee in accordance with paragraph 7.

7. Reduction of Sponsorship Fee

7.1. The parties agree to negotiate a reasonable reduction and, where appropriate, refund of the Sponsorship Fee to reflect any material restriction in the benefit or value of the Collective Member's Sponsorship Rights if the Event is cancelled in accordance with clause 6.

2. FinTech Wales - Meeting/Event Space Hire Terms

If a Collective Member wishes to hire a meeting or event space available to members of FinTech Wales in accordance with clause 4.2.2, the following terms will apply in addition to the Terms (as applicable).

1. The Space

1.1. The options of the event space or meeting rooms (the 'Space') available are set out on the Membership and Benefits Document or otherwise agreed between the parties in writing.

1.2. The Space will be available on a first come first served basis and FinTech Wales do not guarantee that the Space will always be available.

2. How to book

2.1. In order to book the Space, the Collective Member will need to contact FinTech Wales via email at info@fintechwales.org and shall specify which Space they require and the duration for which they wish to hire the Space.

2.2. Your booking of the Space will not be confirmed until you have received an email from FinTech Wales confirming the booking in writing.

2.3. FinTech Wales reserves the right to reject any requests to book the Space at any time, this rejection will be confirmed to you in writing via email.

3. Booking Fee

3.1. The Collective Member shall pay a booking fee to FinTech Wales as detailed in the Membership and Benefits Document or where no such booking fee is specified, shall be the booking fee advised by FinTech Wales in writing (Booking Fee).

3.2. The Booking Fee shall become payable by the Collective Member to FinTech Wales [7 days] prior to the date the Space will be used.

3.3. The Booking Fee shall be paid into a bank account nominated by FinTech Wales in writing.

4. Cancelling a booking

4.1. If a Collective Member no longer requires use of the Space, they shall immediately inform FinTech Wales in writing of the cancellation.

4.2. If the cancellation is made more than 7 days prior to the date Space will be used, a full refund of the Booking Fee will be payable if applicable.

4.3. If the cancellation is made less than 7 days prior to the date Space will be used, no refund of the Booking Fee will be payable.

4.4. If no Booking Fee has been paid by the Collective Member 7 days prior to the date of the booking in accordance with paragraph 3.2, the booking will be cancelled by FinTech Wales and FinTech Wales shall have no responsibility for any loss suffered by the Collective Member which arises as a result of such cancellation.

3. FinTech Wales - Advertising Services

If a Collective Member purchases one of the advertising opportunities available to members of Fintech Wales in accordance with clause 4.2.3, the following terms will apply in addition to the Terms (as applicable).

1. Adverts

1.1. The Collective Member shall provide all information, media and documents to be included in the advert in a timely manner and in any event by the date agreed between the parties in writing.

1.2. FinTech Wales has editorial control over all content included in adverts or other communications published by FinTech Wales and may refuse to include content provided by the Collective Member which it deems to be unsuitable or inappropriate (in its sole discretion).

1.3. FinTech Wales shall in no circumstances be obliged to delay the publication of a Communication to which the Collective Member wishes to include an advert due to the Collective Member's failure or delay in providing FinTech Wales with any material, content or information reasonably required by FinTech Wales to include the advert in the Communication.

1.4. You shall cooperate with FinTech Wales in all matters including responding promptly to any request by FinTech Wales for approval of content or information reasonably required in connection with the performance of the Additional Service.

1.5. FinTech Wales shall not be responsible for, nor shall FinTech Wales provide any refund or compensation to the Collective Member in the event that:

1.5.1. the wrong materials, content or information is delivered to FinTech Wales by the Collective Member and subsequently published in an advert within the Communication; or

1.5.2. the materials and content to be included in the advert are not delivered to FinTech Wales in accordance with any timelines agreed between the parties in writing, and

in such circumstances, the Collective Member will be required to pay the additional charge payable for the advert in full.

1.6. FinTech Wales reserves the right to reject, remove, suspend or change the position of any advert which (i) it considers are not in accordance with these Terms, or (ii) which it considers is defamatory, libellous, obscene or otherwise offensive and in each case without liability to the Collective Member.

1.7. FinTech Wales reserves the right to remove any advert where, in its sole discretion, it determines that the display of the advert may be defamatory or damage the reputation of FinTech Wales.

2. Charges

2.1. The charges payable for each advert requested by the Collective Member shall be as set out in the Membership and Benefits Document or where no such charge is specified, shall be the charge advised by FinTech Wales in writing before the date the advert is published.

2.2. FinTech Wales will invoice the Collective Member for the charges payable pursuant to paragraph 2.1 of this Schedule 3 in advance.