



ITAA PARTNER PROGRAMME TERMS AND CONDITIONS

1. Nature of Programme: Participation in the ITAA Partner Programme (the Programme) does not create any form of legal relationship with the ITAA.

2. Logo:

(i) The ITAA shall provide the Partner with the ITAA Partner or Partner+ logo (the Logo) for use for so long as the Partner participates in the Programme. The Partner shall immediately cease to display the ITAA Partner or Partner+ logo, when its participation in the Programme terminates.

3. Term and Renewal:

(i) Participation in the Partner Programme renews automatically on an annual basis.

(ii) The full subscription fee becomes payable on the annual renewal date, subject to any increases as determined by the ITAA.

(iii) On the expiration of the term or upon termination, the Partner shall ensure that it immediately ceases to use the logo in any form whatsoever.

4. Termination:

A: General:

(i) A minimum of 30 days' written notice prior to the renewal date is required.

(ii) In the event that the requisite notice is not provided, participation in the Programme will automatically renew for another year and the annual subscription fee will become payable.

B: By the ITAA:

(i) Participation in the Programme may be terminated, immediately, by the ITAA, at the ITAA's absolute discretion.

(ii) No refund of a subscription fee shall be given.

(iii) The decision of the ITAA shall be final.

5. Partners are expected to: -

(i) Ensure that they comply with the law;

(ii) Act in good faith towards the ITAA and its Members;

(iii) Operate with a view to improving relations with the ITAA and with its Members;

(iv) Ensure that they do not bring the ITAA or its Members into disrepute.

5. Liability

The ITAA's maximum aggregate liability in contract, tort (including negligence) or otherwise, however arising, out of or in connection with the performance of the ITAA's obligations under this Agreement, shall in no circumstances exceed a sum equal to the amount of the Subscription Fee paid by the Partner.

6. Governing law and jurisdiction: These terms and conditions shall be governed by the laws of Ireland the Courts of Ireland shall have exclusive jurisdiction.

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