

GENERAL TERMS AND CONDITIONS

SWISS FINANCE SUMMIT

PREAMBLE

These General Terms and Conditions (hereinafter: “**GTC**”) are valid for all services offered by Havyn SA, CHE-199.436.996, Avenue Reverdil 4-6, 1260 Nyon, Switzerland (hereinafter: the “**Organiser**”).

By purchasing a ticket for an Event, you accept these GTC without change and in full.

DEFINITIONS

Applicant shall mean any person subscribing on the Website to participate to the Event as an Attendee, whether or not this person finally receives an invitation from Organiser and/or participate to the Event.

Attendee shall mean a person registered to an Event and having received an invitation from Organiser after having purchasing its ticket for the said Event in accordance with these GTC, whether or not the Attendee purchased the ticket himself/herself or asked a third party to purchase it on his/her behalf.

Contract shall mean the sale contract of the ticket for the Event concluded between the Attendee and the Organiser and rules by these GTC.

Event shall mean an invitation only event organized by Organiser, including, but not limited to the Swiss Finance Summit.

Force

Majeure Event shall mean by an act or event, whether or not foreseen, that: (i) is beyond the reasonable control of, and is not due to the fault or negligence of Organiser, and (ii) could not have been avoided by such Organiser's exercise of due diligence, including, but not limited to, a labor controversy, accident, venue closure, strike, lockout, boycott, transportation stoppage, action of a court or public authority, fire, flood, earthquake, storm, war, civil strife, terrorist attack, epidemic, inability to obtain raw materials, supplies or equipment through its usual and regular sources, or any act beyond Organiser's control.

Intellectual

Property Rights shall mean copyrights, patents, registered designs, design rights, database rights, trademark rights, domain name rights, trade secrets, know-how, confidential information or any other proprietary or industrial right, and any other similar protected rights in any country, whether registered or unregistered.

Organiser shall mean Havyn SA, CHE-199.436.996, Avenue Reverdil 4-6, 1260 Nyon, Switzerland.

Personal data shall mean the data and information relating to an identified or identifiable person.

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| Policy | shall mean this privacy policy of the Organiser. |
| Speaker | shall mean a speaker, presenter, moderator or performer in any Event organized by Organiser. |
| Speaker Content | shall mean any presentation, content (slides, powerpoint, keynote, etc.), information or statement made, shared, displayed, streamed, live streamed, broadcasted, synchronized or communicated by a Speaker during any Event organized by Organiser. |
| Registration data | shall mean the Personal data provided to the Organiser by the Applicant when subscribing on the Website in order to participate to an Event as an Attendee or by the Attendee when purchasing a Ticket on the Ticket platform in order to concretely participate to an Event. The Applicant and the Attendee shall provide the Organiser with some personal information in order to apply to an Event, respectively to purchase a Ticket for such Event. |
| Terms | shall mean the Terms of attendance applicable to an Event of the Organiser. |
| Ticket(s) | shall mean the ticket for an Event received in accordance with these GTC. |
| Ticket platform | shall mean the platform of the Organiser which allowed the Applicant to finalize his/her purchase order of the Ticket for an Event. |
| Trademark(s) | means registered or unregistered trademarks used on or in conjunction with an Event and/or a Website, including but not limited to “Swiss Finance Summit”. |
| Visitor | shall mean any person visiting the Website(s). |
| Website(s) | shall mean the website www.swiss-finance-summit.com and/or www.swissfinancesummit.com and/or any website specific to an Event. |
| Website(s) Content | shall mean all texts, designs, layouts, wireframes, software, information, documents (including these GTC, Terms and Policy) or content displayed on and/or technical information associated with the Website(s). |

ARTICLE 1 **SCOPE**

The Organiser organizes Events. In order to participate to such Event, Attendee must purchase via the Website a Ticket for the Event.

These GTC define the conditions which apply to an Attendee who purchases its Ticket for an Event on the Website.

ARTICLE 2 **RELATION WITH THE POLICY AND THE GTC**

The use of Attendee's Personal data is regulated in the Policy which is an integral and binding part of these GTC.

The process of subscription to an Event is ruled by the Terms which are an integral and binding part of these GTC.

The Terms shall complete and supplement these GTC. In the event of discrepancy between the GTC and the Terms, the latter shall prevail.

ARTICLE 3 **RELATION WITH OTHER TERMS AND POLICIES**

When using services and products of companies who are partners of the Organiser such as hotel and transport companies, the Attendee understands that the Organiser only provide its services and products to facilitate the travel and journey of the Attendee during the Event.

The Attendee understands and accepts that the applicable terms and/or policies of the Organiser's partner may apply to him/her and agrees that the Organiser is not responsible for the services and products provided by the Organiser's partner.

ARTICLE 4 **CONCLUSION OF CONTRACT**

A. ***In general***

The registration form publicly available on the Website is only considered to be an invitation to the Visitor to submit an Application.

The Visitor who submit an Application is an Applicant.

Should the Application be accepted by the Organiser, the Applicant will receive an Email or a text message (i.e. WhatsApp message) with a link to a general/individual Ticket platform.

The Applicant who use this link to register to an Event and to receive from the Organiser the Ticket is an Attendee. The Attendee will receive his/her Ticket for an Event after purchasing his/her Ticket on the Ticket platform.

By confirming the order at the end of the purchase order on the Ticket platform, the Attendee is submitting his/her binding order to purchase the selected Ticket(s) for the Event. The Attendee is obliged to provide the Organiser with all his/her Registration data necessary for the ordering process completely and correctly.

B. ***Registration***

To apply to an Event, the Applicant must identify himself/herself on the Website with his/her Registration data.

To place an order to purchase a Ticket on the Ticket platform, the Attendee must identify himself/herself on the Website with his/her Registration data.

All orders placed via the Ticket platform will be charged to the Attendee as the purchaser of the Ticket and are binding for him/her.

Thus, if a third party places an order on behalf of an Attendee through the Ticket platform, whether or not the Attendee requested him/her to do so, the Contract will be concluded between the Attendee and the Organiser.

C. Order confirmation

If an order is placed via the Website the Attendee receives, after conclusion of the ordering process, an order confirmation by e-mail or text message.

D. Acceptance by the Organiser

The Contract for the purchase of a Ticket between the Attendee and the Organiser only comes about when the Tickets are sent, made accessible or handed over to the Attendee.

The Tickets are dispatched, made accessible, handed over or released only after the receipt of the Attendee's payment by the Organiser, irrespective of the method of payment.

ARTICLE 5 DELIVERY OF THE TICKETS

A. General

The Tickets are delivered or dispatched by email with a download link to a PDF file which contains the Ticket's barcode. This document (and in particular the barcode) enables the Attendee to physically receive his/her nominative Ticket (which could be represented by a badge) at the beginning of the Event, at the place where this latter is organized.

B. Verification of the Tickets

The attendee is obliged to check the Tickets immediately upon receipt. The Attendee is obliged in particular to check that the printed personal details are correct. The Attendee must notify the Organiser of any default to the Ticket within 3 working days after reception of the email which contains the Ticket's barcode.

If the Attendee fails to do this, the delivered Tickets are considered as being approved by the Attendee in accordance with article 201 of the Swiss Code of Obligations (RS 220).

The Attendee is responsible for keeping the Tickets safe until the Event. The replacement of damaged or lost Tickets is excluded.

C. Electronic delivery of the Tickets

The Attendee prints out the Tickets made accessible via the PDF link notified in the confirmation email received from the Organiser after this latter obtained the payment with a suitable printer on white A4-size paper.

The Attendee recognises that it is within his or her own sphere of responsibility and risk to have all the necessary technical facilities available that are necessary for the receipt and printing of the Ticket he/she received by email.

The printed out Ticket must be kept carefully until the Event and must not, when used, show any damage, soiling or other adverse effects, especially in the area of the machine-readable barcode, which could make its verification on entry impossible or difficult.

If the Ticket is damaged, soiled or otherwise adversely affected in this way, the Attendee has no claim to admission to the Event and/or to the reimbursement of his/her payment.

Every Ticket purchased only provides the Attendee with one access authorisation. Any reproduction, copying, changing or imitation of the Ticket and any electronic dissemination of the corresponding PDF file is expressly forbidden.

If the Ticket is lost or damaged, the Attendee accepts the possibility of being refused entry to the Event because someone else came with the first printed Ticket.

The damaged Ticket must be destroyed immediately. If the Attendee has already deleted the PDF file at the time of the loss or damage, he/she can contact the Organiser in order to find a solution. The Organiser is free to decide, at its full and complete discretion, to re-send (or not) the PDF file to the Attendee. The Organiser reserves the right to limit the number of deliveries. The Attendee is aware that the Organiser may at any time block the Ticket and refuse access to the Event.

E. Access to Event

The Organiser can refuse access to an Event, if several print-outs, reproductions, copies or imitations of a Ticket are in circulation and a holder of a print-out, copy or imitation of the Ticket in question has already been granted access to the Event.

The Organiser is in particular not obliged to check the identity of the person who holds the Ticket or to check the authenticity of the Ticket. If a holder of a Ticket is turned away from the entry check for this reason, there shall be no claim to reimbursement of the payment made to the Organiser.

ARTICLE 6 No ONWARD SALE

Trading or onward sale of purchased Tickets, i.e. for business or commercial purposes, is strictly prohibited.

Failure to comply with this obligation by Attendee will lead to claims for compensation and for return of the profit against the original Attendee and/or those who have bought the Tickets in the first place. Attendees who violate this obligation will also be excluded from the purchase of Tickets to Events in the future.

ARTICLE 7 ADVERTISING AND COMPETITIONS

The Attendee is not allowed, without the express agreement of the Organiser beforehand, to use Tickets in his advertising directed at the general public and/or as prizes in competitions.

ARTICLE 8 TICKET'S PRICES

The Ticket prices accessed through or listed or notified on the Website are inclusive of value-added tax (where applicable).

The sales price displayed on the Website do not include the fees for the delivery of the Tickets, neither the processing fees relating to the payment method.

The fees relating to the relevant delivery method and/or payment method are shown to the Attendee during the ordering process or notified to the Attendee.

ARTICLE 9 PAYMENT METHOD

Payment is made by charging to the credit card (Eurocard/MasterCard, Visa, American Express) given during the payment process.

ARTICLE 10 RETURN, REIMBURSEMENT, TRANSFER AND EXCHANGE

A. Transfer of Tickets to another person

Tickets are personal and cannot be transferred to another person.

B. Special conditions if an event is postponed or the venue is changed

If the Organiser decides to postpone an Event or to change a venue, the Ticket shall, irrespective of the reasons for the postponement or change, apply for the new date or the new Event venue. It is up to the Organiser to decide whether Tickets can be returned, refunded or exchanged.

C. Processing of return and reimbursement

If the Organiser agrees to a return and refund of the Tickets, the Attendee has a claim to refunding of the Ticket price subject to these GTC.

The Attendee must contact the Organiser within more than thirty (30) days after the Event date printed on the Ticket. The Organiser will refund the Ticket price. After the expiry of thirty (30) days from the Event date printed on the Ticket, Attendees must contact the Organiser, who will then decide on how to handle the return and refunding and if such a return and refunding is accepted.

Tickets must be sent at the following address Havyn SA, Avenue Reverdil 4-6, 1260 Nyon, Switzerland. If the refunding is accepted, the Organiser shall, after receipt of the Tickets, chargeback the credit card within four (4) weeks. Chargeback fees will be supported by Attendees exclusively and will be deducted from the amount refunded.

Any claim for reimbursement is only valid for the Attendee recorded in the order and is not transferable.

ARTICLE 11 OBLIGATIONS OF THE ATTENDEE WHEN ATTENDING THE EVENT

In buying a Ticket, the Attendee accepts, in addition to these GTC, the Terms and the Policy.

With the purchase of the Ticket, the Attendee accepts the safety, access, age and other executory regulations of the Organiser and is aware of the fact that, in the event of a failure to comply with these regulations, he/she may be excluded without compensation from the Event.

The applicable regulation is available in the Terms.

Only the person named on the Ticket is granted admission to the Event. The security personnel is entitled to, but has no obligation, to check your identify. The ticket holder must be able to present proof of identity (ID, driving license or passport). If the name on the ticket is not the same as the name on the proof of identity document, or if the name on the ticket is illegible, admission may be refused without replacement and without any right to reimbursement of the Ticket price.

With the booking of hotel's room and transportation facilities, the Attendee agrees to the general tariff and applicable conditions valid at the time and directly available from the Organiser's partners. The Attendee understands and accepts that the Organiser is not responsible for the delivery, the price and the conditions for the products and services offered by the Organiser's partners.

ARTICLE 12 GUARANTEE

The Organiser provides its services within the scope of its operating resources and the foreseeable requirements carefully and expertly, unless the Organiser is prevented in doing so by circumstances for which it is not to blame.

The Attendee is aware that the Organiser provides its services via the Internet and/or using communication networks. In particular, because of technical faults, operating faults or faults or interruptions in communication networks and through the breakdown of IT infrastructures, the call centre lines or other parts of the infrastructure used to provide the service, there may be temporary disruptions or interruptions in the provision of services by the Organiser.

The Organiser therefore gives no guarantee that its services will be available without interruption and without error. The Organiser is also not responsible for the payment facilities provided by the payment providers, credit card companies, bank and other actors of this specific field of activity.

ARTICLE 13 LIABILITY

A. *Liability of the Organiser*

In the event of violations of its own contractual obligations under these GTC, the Organiser is only liable to the Attendee without restriction for direct and proven damages caused by the Organiser through willful act or gross negligence. Any additional liability of the Organiser is excluded.

Consequential damages, loss of profit, damage to reputation and damages resulting from data loss following temporary impairments or interruptions in the availability of the Organiser's services, transmission errors, the failure to deliver Tickets, incorrect price or service information and errors in confirmations are expressly excluded.

The Organiser also accepts no liability for the content of the websites of its partners and other third parties' websites which refer to the Website, which provide the link of the Website or which are available on the Website (whether the links are hypertext links or deep-links).

The Organiser accepts no liability for any loss of Registration data, payment information or Tickets.

B. *Liability of the Attendee*

The Attendee is obliged to reimburse the Organiser for any expenditure or damage caused in connection with the unauthorised use or the misuse of his/her Registration data. The Attendee is obliged to compensate the Organiser for any damage caused in connection with the unauthorised use of additional or changed print-outs, reproductions, copies or imitations or with any breach of the Terms, GTC or Policy. The Attendee is responsible for the behavior of third parties who act under his/her behalf or for third parties who use the Ticket platform to purchase Ticket with or without his/her authorization.

ARTICLE 14 INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights in and to the Website, Website Content, domain names and/or the Trademarks developed, created or registered by the Organiser shall be and remain its exclusive property.

The Organiser grants a non-exclusive, royalty-free, non-assignable, non-sublicensable license to Visitors to display the Website on their devices.

The Website may contain references to the property rights and rights of use of third parties which must be complied with by the Attendee.

Any (complete or partial) reproduction, dissemination, forwarding (electronically or by other means), modification, scraping, linking or use of the Website(s) and/or the Website(s) Content (protected or not by Intellectual Property Rights) is forbidden without the prior written agreement of the Organiser.

ARTICLE 15 FINAL PROVISIONS

The place of fulfilment for the delivery of Tickets is the registered office of the Organiser.

The Organiser reserves the right to change these GTC at any time. Changes will be published on the Website and come into force as soon as they are published.

If one or several provisions of these GTC are or become invalid or unfeasible in whole or in part, this shall not affect the validity or feasibility of the other provisions of these GTC or the purchase of the Ticket. In such case, the parties will replace the invalid or unfeasible provision by a provision that is valid and feasible and that comes as close as possible to the commercial purpose of the provision to be replaced. The same applies correspondingly in the event that there is an omission in these GTC.

Article 16 Jurisdiction and applicable law

These GTC and disputes arising out of or in connection with the relationship between the Organiser and the Attendee shall be governed solely by Swiss law, to the exclusion of the provisions on the conflict of laws and the provisions of the UN law on the sale of goods (CISG).

The sole legal venue for all disputes between the Organiser and the Attendee is the registered office of the Organiser.