

Terms of Attendance

These are the terms of attendance (the “Terms of Attendance”) governing your attendance at and participation in any Organizer’s event (the “Event”).

By visiting the website of the Organizer and/or registering for the Event you agree to these terms, which form a binding legal contract between Havyn SA, CHE-199.436.996, Avenue Reverdil 4-6, 1260 Nyon, Switzerland, or any of its affiliates to whom Havyn SA has unilaterally assigned this contract, (“Organizer”) and the registered attendee or participant (“you” or “Attendee”).

Organizer is entitled to amend these Terms of Attendance at any time, subject only to prior notification to you and acceptance by you of the new Terms of Attendance.

If you are registering on behalf of another individual, we may assume that you act as duly authorized representative of such individual and that your acceptance of the Terms of Attendance will be binding for such person. It is your responsibility to ensure the person attending is aware of these Terms of Attendance.

By completing the registration on behalf of another individual you are warranting that you have made that / those attendee(s) or participant(s) aware of these Terms of Attendance and that they have accepted them.

Definitions

Attendee: shall mean a person registered to an Event and having received an invitation from Organizer.

Event: shall mean an invitation only event organized by Organizer.

Event Content: shall mean the content made available by Organizer to Attendees in the course of the Event, as well as all content made available by Organizer on the Website, except Speaker Content.

Event Rules: shall mean the rule of any Event set forth in Section 5 below.

Force Majeure Event: shall mean 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 Organizer, and (ii) could not have been avoided by such Organizer’s exercise of due diligence, including, but not limited to, a labor controversy, strike, lockout, boycott, transportation stoppage, action of a court or public authority, fire, flood, earthquake, storm, war, civil strife, terrorist action, epidemic, inability to obtain raw materials, supplies or equipment through its usual and regular sources, or any act beyond Organizer’s control.

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

Speaker: shall mean a speaker, presenter, moderator or performer in any Event organized by Organizer.

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 Organizer.

Visitor: shall mean any person visiting the Website(s).

Website(s): shall mean the website of the Organizer and/or any website specific to an Event.

1. Attendee Requirements & Conditions

1.1. Registration (invitation only)

Your registration does not entitle you to admittance to the Event for which you have registered. Your registration will be reviewed by us. Only once you have received the official invitation by email, you are admitted to the Event. The number of Attendees is limited, and attendance is only available via online registration, our ticket partner on our Website and/or exclusive partner website. Organizer will decide, in its sole discretion, whether you are entitled to receive an invitation for the Event or not.

1.2. Event Content

You acknowledge and agree that Organizer, in its sole discretion, reserves the right to change any and all aspects of the Event, including but not limited to, the Event name, themes, content, program, Speakers, performers, hosts, moderators, venue, and time.

1.3. Identification

All attendees must provide an acceptable form of identification: one government-issued photo ID, credit or debit card, passport, or other photo ID.

1.4. Badge

- A. Admission to the Event might be only granted with a valid badge. The badge has to be presented at the entrance. Attendee badges must be worn at all times in the Event areas.
- B. Attendee may request that Organizer substitute his or her registration and attendance with someone else. All substitution requests must be made in writing within 10 days prior to the Event and may be honored or refused at the sole discretion of Organizer. Substitutions do incur a charge in the amount of \$ 100.
- C. In case Attendee loses his or her badge during the Event, may purchase an additional badge for \$100 from Organizer, by presenting themselves to the main registration desk and showing proper identification. If Attendee loses his/her badge a second time, he/she will be denied access to the Event.

1.5. Security Checks

Security checks might be performed at the entrance to the Event by the security service. The security company may be advised to do a body and bag check on any or all Attendees.

1.6. Denial of Admission

The Organizer reserves the right to deny admission to the Event for valid reasons. Examples of valid reasons are: breach of Event Rules stated in Section 5 below, obviously intoxicated condition of an Attendee, offensive or inappropriate behaviour or clothing, the carrying of dangerous objects (weapons, pyrotechnic, intoxicants and others) or conditions established by the venue where the Event is held. In case of a denial of admission based on a valid reason, the Attendee shall not be entitled to a ticket refund or any other expenses incurred by the Attendee in connection with the Event.

1.7. Other Non-Admissions

Except as set forth in Section 1.6, in case of denial of admission despite a valid badge, the Attendee will receive a ticket refund. The Attendee shall not be entitled to any other compensation for costs and expenses or any damage claims (including without limitation travel expenses or the cost of lodging).

1.8. Exclusion

Organizer reserves the right to exclude, in its sole discretion, any prospective attendee from registering for or attending the Event. Organizer reserves the right to cancel, in its sole discretion, the Attendee's registration upon refund of the admission fees paid to Organizer, provided, however, that if the Attendee's registration is cancelled for violating these Terms of Attendance, Organizer may retain any or all fees paid.

1.9. Travel Visa Requirements

It is the sole responsibility of the Attendee to take care of any government visa requirements. Attendees who require an entry visa should allow sufficient time for the application procedure. Attendees should contact their nearest embassy or consulate to determine the appropriate timing of their visa applications. Organizer will not contact embassies and consulates on behalf of visa applicants or provide any other assistance relating to visa issues. Failure to obtain a visa in advance of the Event does not constitute a valid basis for obtaining a refund.

2. Admission Fees & Costs

2.1. Payment

The payment of the applicable fees for the Event is due upon receipt of our official invitation email and payable within 5 days. If such payment is insufficient, delayed or declined for any reason, Organizer may refuse to admit you to the Event and shall have no liability whatsoever to you.

2.2. Taxes

The fees may be subject to sales tax, value added tax, or other taxes and duties which, if applicable, will be charged to you in addition to the fees as indicated on the registration form.

2.3. Payment Method

Fees may be paid in fiat or other means of payment as indicated on the registration form.

2.4. Other Costs

Any and all costs associated with your attendance (including, without limitation, travel and accommodation expenses) shall be borne solely by you, and Organizer shall have no liability for such costs, even if the Event is cancelled or your admission to the event is denied for any reason.

3. Cancellation & Changes

3.1. Weather Conditions

The Event will take place under any weather or environmental conditions, except if (a) a cancellation of all or part of the Event is mandated by applicable law, rule, regulation or order of a governmental authority or (b) in the Organizer's sole discretion, weather or environmental conditions constitute a risk for body, health or safety or (c) a force majeure or another event or condition beyond the Organizer's control exists. In such events, the Event may be cancelled at any time before or after the start of the Event without prior notice.

3.2. Cancellation

In case of the cancellation of the Event by the Organizer for any of the reasons set forth in Section 3.1, the Attendee is not entitled to a refund of the ticket fees or any other compensation.

3.3. Change of Site, Day/Time or Program

The Organizer reserves the right to:

- A. change the site to another site within 100 kilometers of the original site in case holding the Event at the original site is no longer possible or reasonable;
- B. change day(s) or time(s) of the Event in case holding the event on the original day or time is no longer possible or reasonable. In such case, the Event will be rescheduled to the next available day or time;
- C. change the program of the Event in whole or in part for any reason. A shortening or extension of the program is possible even after the start of the registration process. Attendee must accept such changes as well as any program delays.

The Organizer shall use commercially reasonable efforts to communicate the change of site or day/time as soon as possible on the Website as well as on social media.

If any of the events set forth in this Section 3.3 occurs, the Attendee is not entitled to a refund of the ticket fees or any other compensation.

3.4. No Show

Attendee is not entitled to refund of the fees in the event of no show to the Event.

4. Image Rights / Right to Event Content

4.1. Use of Likeness rights

By attending the Event as Attendee and/or Speaker, you acknowledge and agree to grant and hereby grant Organizer the right at the Event to record, film, photograph, or capture your likeness and to distribute, broadcast, use, reproduce, make available, display, publicly perform, stream, livestream, synchronize, re-broadcast, share or otherwise globally to disseminate, in perpetuity, such likeness without any further approval from you or any payment to you in any media now available or hereafter developed.

4.2. Speakers' Content

Speakers represent and warrant that own, control or have been duly licensed all rights in and to Speakers' Content and that such content will not infringe upon any third party's intellectual property right, likeness right, moral right, personality right or any other right.

Speakers shall retain all the copyrights in and to Speaker's Content, but hereby grant to the Organizer a non-exclusive, royalty-free, sub-licensable, perpetual license to display, distribute, broadcast, use, reproduce, make available, publicly perform, stream, livestream, synchronize, re-broadcast, share or otherwise globally to disseminate Speaker's Content, alone or together with your presentation or other information, without any further approval from you or any payment to you in any media, including social media, now available or hereafter developed.

This license to Organizer includes, but is not limited to, the right to edit, create derivative works on the basis of Speakers' Content, media or likeness (subject to the respect of your personality rights), the right to use the Speaker's Content alone or together with other information or content displayed by Speakers at the Event, the right to offer the content for sale to other Attendees and the general public, and the right to allow others to use or disseminate the content on any media.

4.2. No Right to Event Content

With the exception of any rights existing before the Event, you shall not have or acquire any right to any presentations, discussions, inventions, designs, plans, names, technologies or ideas expressed, discussed or conveyed during the Event, and any use of copyrighted material by the Attendee shall be limited to those specifically authorized in writing in such material. Absent such specific authorization, the Attendees may not use or reproduce any

copyrighted material for any purpose without the copyright owners explicit or Organizer's written consent.

4.3. Collection and Processing of Data

By registering for the Event, you acknowledge that the Organizer is required and allowed to collect and process personal data of you and you confirm that you have read the Privacy Policy.

5. Event Rules

5.1. General Rules

While attending the Event, you must at all times strictly comply with all applicable laws, rules, regulations and orders of governmental authorities and the rules established by the Organizer and the owner or operator of the facility where the Event takes place. You must follow all instructions given by the Organizer, Event staff, staff and agents of the facility owner or operator, and the security service.

5.2. Commercial Actions by Attendee

Any and all commercial activities by the Attendee, including without limitation sales, advertisement or solicitation of business from other attendees, Speakers or exhibitors, are prohibited, except with the prior written consent of the Organizer.

5.3. Disruptive Conduct

You acknowledge and agree that Organizer reserves the right to remove you from the Event if Organizer, in its sole discretion, determines that your presence is illegal or your presence or behavior creates a disruption or safety issue for yourself or others, or hinder the Event or the enjoyment of the Event by other attendees, conference staff, Speakers, sponsors, and/or exhibitors.

5.4. Misuse of Badge

All badges are the property of Organizer and must be returned to Organizer upon request.

Attendees wearing falsified badges and/or sharing or swapping badges will be immediately removed from the Event and banned from future Events and shall pay to Organizer a penalty of CHF 1000, without any prejudice to damages that the Organizer is entitled to claim by law. Organizer considers such conduct to be trespassing and fraudulent and will report violators to law enforcement authorities. If such conduct is discovered after an Event, violators will be invoiced according to onsite registration pricing, plus the above mentioned penalty, and will be required to pay their invoice in full in order to avoid being reported to law enforcement authorities.

You shall not sell, transfer, trade, transfer, or share your badge or complementary code unless you have obtained Organizer's prior written consent. If Organizer determines that you

have violated this policy, Organizer may cancel your badge(s), report you to law enforcement authorities and ban you from future Events.

5.5. Photography, Recording, Live Streaming, and Videotaping

Attendees may not record, broadcast, stream, reproduce, live stream or videotape any sessions at Organizer Events. Organizer allows cameras on the show floor. Attendees may take pictures within the Event for personal use only, including for sharing on social media, subject and conditioned to the inclusion of the hashtag of the Event in the post on social media. Any use of such pictures for any other purposes, including without limitation commercial purposes, is strictly prohibited.

5.6. No Disparagement

Attendee agrees not to or disparage, defame, or slander directly or indirectly in any media, Organizer or any associates, employees, agents, shareholders, assigns or contractors of Organizer, or any Attendees, Speakers, sponsors, exhibitor or any other parties associated, directly or indirectly, with the Event.

6. Limitation of Liability & Indemnification

Organizer is responsible for the administrative organization of the Event solely.

Information, content and statements of Speakers are made under their sole responsibility. In no way does the Organizer endorse Speaker's information, content or statements.

Organizer assumes no responsibility for, makes no statement (whether implied or express) on the content or information presented or opinions expressed or products, services or investments offered on or during the Event and/or for the distribution by Speakers of any form of financial information, prospectus and/or material advertising financial products and/or collective investment schemes.

In particular, by the invitation or admittance of any Attendee, Speaker, sponsor or other partner, Organizer makes no statement (whether implied or express), endorsement or recommendation with regard to such Attendee, Speaker, sponsor or other partner, his/her statements and opinions or the services or investments offered or the business conducted by him/her. If and to the extent you consider to make an investment decision on or during the Event, you do this on your own risk and based on consultation with your own investment advisors.

Neither Organizer nor its shareholders, officers, directors, employees, agents, independent contractors or representatives shall be responsible for any injury, loss, or damage, including any circumstances for special, incidental, indirect, consequential (including but not limited to lost opportunities or profits), that may occur to Attendee or to Attendee's agents, employees, affiliated personnel, officers, directors, shareholders, contractors or representatives or any of their property, businesses, or other activities from any cause whatsoever, prior to, during, or after or otherwise in connection with the Event, and any such liability shall be waived to the fullest extent. To the extent such waiver is not fully enforceable

under applicable law, such liability shall in no event exceed the fees paid by the respective Attendee. Should the claim be filed by a Visitor, the Organizer's liability shall be limited to CHF 500.

By registering for the Event, Attendee and Speakers assumes all such risk and expressly releases, and agrees to indemnify, defend and hold harmless, Organizer and its shareholders, officers, directors, employees, agents, independent contractors and representatives from all claims for such loss, injury, or damages arising out of Event, Event cancellation, Event rescheduling, Event Content and/or Speaker's information, content or statements.

Attendee agrees to release and discharge Organizer and its shareholders, officers, directors, employees, agents, independent contractors and representatives from all liabilities arising out of, or in any way related to, the selection, rejection, or removal of Attendee to or from the Event and enforcement of the Terms of Attendance.

Attendee and Speakers also hereby agrees to indemnify, defend and hold harmless Organizer and its shareholders, officers, directors, employees, agents, independent contractors and representatives, from and against any and all losses, damages, suits, claims, causes of action, liabilities, expenses, costs and attorneys' fees incurred, resulting of intellectual property rights, likeness or other rights of Attendees, Speakers, Organizer, or any of its agents, employees, affiliated personnel, officers, directors, shareholders, contractors or representatives or any third party.

7. Agreement, Governing Law & Jurisdiction

7.1. Agreement

The Attendee agrees to observe and abide by the foregoing Terms of Attendance, conditions, and rules, and by such additional terms, conditions, and rules established by Organizer from time to time for the efficient, enjoyable and safe operation of the Event, including, but not limited to, those contained in these Terms of Attendance.

There is no other agreement or warranty between the Attendee and Organizer except as set forth in this document, the Privacy Policy and any addenda/exhibits hereto. The headings used in these Terms of Attendance are for organizational purposes only and are not to be used in the interpretation of the substance of these Terms of Attendance.

The rights of Organizer under these Terms of Attendance shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of Organizer.

7.2. Governing Law & Jurisdiction

These Terms of Attendance and any claim, controversy or dispute arising out of or related to these Terms of Attendance, shall be governed by and construed in accordance with the substantive Laws of Switzerland. The exclusive place of jurisdiction for any dispute, claim or

controversy arising under, out of or in connection with or related to these Terms of Attendance (or subsequent version thereof), including, without limitation, disputes, claims or controversies regarding its existence, validity, interpretation, performance, breach or termination, shall be the city of Geneva, Switzerland.