

## TERMS OF ATTENDANCE

These are the terms of attendance (the "Terms of Attendance") governing your application, attendance at and participation in any Organizer event (the "Event"). The Event in January in general consists of five days, whereas the first and second days are the Pre-Event (the "Pre-Event") and the third, fourth and fifth days are the Official Event (the "Official Event"). **By applying for the Event or by signing a Sponsorship Agreement you agree to these terms**, which form a legally contract between Crypto Finance Conference AG, or any of its affiliates to whom Crypto Finance Conference AG has unilaterally assigned this contract, ("us" or "Organizer") and the applicant, attendee, participant, sponsor or speaker ("you" or "Attendee"). If you are applying on behalf of another individual, we may assume that you act as duly authorized representative of such an individual and that your acceptance of the Terms of Attendance will be legally binding for such person. It is your responsibility to ensure the person attending is aware of these Terms of Attendance. By completing the application on behalf of another individual, you are warranting that you have made that/those Attendee(s) aware of these Terms of Attendance and that they have accepted them.

### **1. Attendee Requirements & Conditions**

**1.1. Application.** Your application does not entitle you to the admittance to the Event for which you have applied. Your application will be reviewed by the Organizer. Only once you have received the official acceptance email by the Organizer, you are admitted to the Event. The number of Attendees is limited, and admittance is only available via online application on our website.

**1.2. Event Content.** You acknowledge and agree that the 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 upon request: government-issued photo ID, passport, or other photo ID.

**1.4. Substitution.** The application is binding for the Attendee. If an Attendee is canceling his participation, the ticket fees and / or any other compensation are neither refundable nor does the Attendee have the right to transfer the ticket (seat reservation) to next years' Event. The Organizer may approve or refuse a substitution request at its sole discretion after review of the request and the substitute. An Attendee's request for substitution of his or her acceptance and attendance by someone else must contain the relevant personal information on the substitute and be made in writing to the Organizer at least 10 days prior to the Event. As soon as the Organizer approves a substitution request, no further substitutions of the ticket will be permitted nor can the ticket be re-assigned to the original Attendee. However, in case of approval of a substitution request by the Organizer, the Attendee has no right to a refund of the ticket fee.

**1.5 Non-participation of an Attendee.** If Attendee does not attend the Event for whatever reason(s), Attendee has no right to a refund of the ticket fee nor the right to transfer the ticket to the next years' Event and to any other compensation incurred by the Attendee in connection with the Event (e. g. fee paid for the Airport Service from Zürich to St. Moritz). Further, the non-participating Attendee has no right to a refund of the ticket fee even if the Event is fully sold out.

**1.6. Insurances | Personal requirements | Security and Health Checks.** Insurance is of the sole responsibility of the Attendee.

Every Attendee is responsible for arriving at the Event in good health and without symptoms of illness. The Organizer applies the safety strategy for the Event, which is applicable at the time of the Event. The Organizer does not take any responsibility, if an Attendee is unable to travel to Switzerland and | or St. Moritz and | or participate at the Event due to non-compliance with the applicable safety strategy and | or applicable safety regulations in force, nor will the Organizer compensate an Attendee financially and | or in other ways, should an Attendee accrue and | or incur any costs related to complying with any and all applicable safety regulations in force.

**1.7. Denial of Admission.** The Organizer reserves the right to deny the admission to the Event and | or to exclude the Attendee from the Event on the grounds of valid reasons. Examples of valid reasons are: obviously intoxicated condition of a visitor, offensive or inappropriate clothing or behavior or the carrying of dangerous objects (weapons, pyrotechnic, intoxicants and others), symptoms of contagious diseases or conditions established by the venue where the Event is held, non-compliance with the applicable safety strategy and | or applicable safety regulations in force (cf. Section 1.6), non-compliance with the Event Rules (cf. Section 5). In case of a denial of admission based on a valid reason, the Attendee shall not be entitled to a refund of the ticket fee or any other compensation incurred by the Attendee in connection with the Event.

**1.8. Badge and personal entry card**

- a) Admission to the Event is only granted with a valid badge and a personal entry card. The badge and the personal entry card have to be presented at the entrance and | or wherever requested by the Organizer during the Event. Attendee badges and the personal entry card must be worn respectively be presented at all times in the Event areas.
- b) The Organizer reserves the right to use the uploaded profile picture of the application for the badge and | or the personal entry card.
- c) In case, the Attendee loses his or her badge and | or the personal entry card during the Event, he or she may purchase an additional badge and | or the personal entry card for CHF 250 from Organizer, by presenting themselves to the main registration desk and showing proper identification. If the Attendee loses his/her badge and | or the personal entry card a second time, he/she will be denied access to the Event.
- d) In case the Attendee swaps his or her badge and | or the personal entry card during the Event, he/she will be denied access to the Event and denied admission for any future Events.

**1.9. Other Non-Admissions.** Except as set forth in Section 1.7, in case of denial of admission despite a valid badge and | or the personal entry card, 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 but without limitation to travel expenses or the cost of accommodation).

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

**1.11. 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 schedule sufficient time for the application procedure. Attendees should contact their nearest embassy or consulate to determine the appropriate timing of their visa applications. The 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.

**1.12. Activities during the Event.** The Organizer organizes different activities during the Event (yoga, walking, dinners, party, ski night etc.) (the "Activities"). If the Attendee applies for different Activities, the Organizer cannot guarantee that the Attendee will be assigned to the preferred Activity. The Attendee shall adhere to the activity assignment made by the Organizer.

For certain Activities (e. g. skiing, cross-country skiing etc.), equipment | rental costs may be incurred which are not included in the ticket fee. The equipment | rental costs shall be borne solely by the Attendee. All Attendees participate in the Activities at their own risk and confirm to have the necessary insurance coverage.

**1.13 Accompanying guests' policy.** Any additional accompanying guests (e.g. spouse, partner, family member, colleague) are not included in the ticket of the Attendee. All ticket inclusions only apply to the Attendee.

An Attendee can potentially be accompanied to one of the Organizer's Activities by an accompanying guest, subject to the following requirements:

- a) The Organizer has reviewed and accepted the accompanying guest;
- b) The accompanying guest has acknowledged that he | she has read and understand the Terms of Attendance and the Data Protection Policy of the Organizer;
- c) The social event must have available free space;
- d) The accompanying guest is obliged to pay a ticket fee for the participation at the Activities. The ticket fee for the accompanying guest is determined by the Organizer at the time when the request to bring an accompanying guest is made (the ticket fee depends on Activities).

A request to bring an accompanying guest for the Activities regarding potential available space can be made at the conference reception desk of the Organizer during the Event. Information regarding the ticket fee can also be obtained at the conference reception desk of the Organizer during the Event.

## **2. Admission Fees & Costs**

**2.1. Payment.** The payment of the applicable fees for the Event is due upon submission of the application. If such payment is insufficient, delayed or declined for any reason, the Organizer may delay or refuse the review of the application and shall have no liability whatsoever.

**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 in addition to the fees as indicated on the application forms.

**2.3. Payment Method.** Fees may be paid in fiat and, as indicated on the application forms, in Bitcoin, Ethereum or other means of payment.

**2.4. Other Costs.** Any and all costs associated with your application and attendance (including, but without limitation to, travel and accommodation expenses, equipment | rental costs) shall be borne solely by the Attendee, and Organizer shall have no liability for such costs, even if the Event is canceled or your admission to the Event is denied for any valid reason.

## **3. Cancellation of the Event**

### **3.1. Force Majeure.**

**3.1.1. Cancellation in full.** The Event may be cancelled in full at any time before the start of the Event without prior notice due to any Act of God or Force Majeure, including, with-out limitation, weather, fire, flood, labor dispute, epidemics, pandemics, dis-ease outbreak, public health crisis, state of emergency, earthquakes; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; riots; power failures, transport obstructions, accidents; acts of civil or military authority; acts of government; or inability to obtain necessary labor, material, equipment or transportation; or similar cause beyond control of the Attendees or Organizer.

**3.1.2. Cancellation in part.** The Event may be cancelled in part at any time before or after the start of the Event without prior notice due to any Act of God or Force Majeure, including, with-out limitation, weather, fire, flood, labor dispute, epidemics, pandemics, dis-ease outbreak, public health crisis, state of emergency, earthquakes; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; riots; power failures, transport obstructions, accidents; acts of civil or military authority; acts of government; or inability to obtain necessary labor, material, equipment or transportation; or similar cause beyond control of the Attendees or Organizer.

### **3.2. Cancellation.**

**3.2.1. Cancellation in full.** In case of the cancellation of the Event in full for any of the reasons set forth in Section 3.1.1, the Attendee is entitled to transfer the seat reservation to next years' Event but not to a refund of the admissions fee paid or any other compensation incurred by the Attendee in connection with the Event.

**3.2.2. Cancellation in part.** In case of the cancellation of the Event in part at any time before or after the start of the Event for any of the reasons set forth in Section 3.1.2, the Attendee is entitled to a partial refund as follows:

- If the Event is canceled on the first, second or third day of the Event Attendee shall be entitled to a partial refund in the maximum amount of 25 % of the ticket fee.
- If the Event is canceled on the fourth day of the Event Sponsor shall be entitled to a partial refund in the maximum amount of 10 % of the ticket fee.
- If the Event is canceled on the fifth day of the Event Sponsor shall not be entitled to a partial refund.

**3.3. Change of Site, Day | Time or Program.** The Organizer reserves the right to:

- a) change the site to another site within 100 km 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 application process. Attendees 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 its 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 and | or any other compensation and | or to transfer the seat reservation to next years' Event.

#### **4. Image Rights / Right to Event Content / Collection an Use of Data**

**4.1. Use of Likeness.** By attending the Event you acknowledge and agree to grant and hereby grant Organizer the right at the Event to record, film, photograph, or capture your likeness in any media now available or hereafter developed and to distribute, broadcast, use, or otherwise globally to disseminate, in perpetuity, such media without any further approval from you or any payment to you. This grant to Organizer includes, but is not limited to, the right to edit such media, the right to use the media alone or together with other information, the right to offer the media for sale to other attendees and the general public, and the right to allow others to use or disseminate the 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. any use of copyrighted material by the Attendee shall be limited to those specifically authorized in writing in such material. In absence of such specific authorization, the Attendee may not use any copyrighted material for any purpose without the copyright owners explicit written consent.

**4.3. Collection and Use of Data.** By applying for the Event you acknowledge that the Organizer is required and allowed to collect and process personal data (if necessary for contact tracing) of you and you confirm that you have read the Data Protection Policy.

**4.4 App of the Organizer.** By applying for the Event you acknowledge that the Organizer is required and allowed to collect and process personal data in order to create a profile for you on the Organizer's app. When the Organizer's app is put into operation, the Attendee can decide for himself | herself whether he | she wants to activate his | her profile or leave it deactivated.

## **5. Event Rules**

**5.1. General Rules.** You must 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 Event staff (e. g. activity assignment for the Pre-Event), staff and agents of the facility owner or operator, and the security service.

**5.2. Commercial Actions by Attendees.** Any and all commercial activities by the Attendee, including but without limitation to sales, advertisement or solicitation of business from other Attendees or exhibitors or pitching other Attendees 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 create a disruption or safety issue for yourself or others, or hinder the Event or the enjoyment of the Event by other attendees, Event staff, speakers, sponsors, and | or exhibitors.

**5.4. Unauthorized Access.** You are not allowed to share the booked hotel room at the Event with, respectively, to bring a person that has been refused, respectively, not accepted by the Organizer for the Event. However, upon prior request, the Organizer can give his written consent.

**5.5. Meetings with non-participants of the Event.** You are not allowed to hold meetings during the Event at the location | site of the Event with persons that are not admitted to the Event (non-participants).

**5.6. Misuse of Badge and | or the personal entry card.** All badges and | or the personal entry card is the property of the Organizer and must be returned to the Organizer upon request. Attendees wearing falsified badges and | or the personal entry card and | or sharing or swapping badges and | or the personal entry card will be immediately removed from the Event and banned from future Events. 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 and will be required to pay their invoice in full in order to avoid being reported to law enforcement authorities. You shall not sell, trade, transfer, or share your badge and | or the personal entry card or complimentary 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) and | or the personal entry card, report you to law enforcement authorities and ban you from future Events.

**5.7 Photography, Recording, Live Streaming, and Videotaping.** Attendees may not record, broadcast, live stream or videotape any sessions at Organizer Events. Attendees may take pictures within the show for personal use. Any use of such pictures for any other purposes, including without limitation commercial purposes, is strictly prohibited.

**5.8. No Disparagement.** Attendee agrees not to disparage or 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, or any other parties associated with the Event.

## **6. Limitation of Liability & Indemnification**

Organizer is responsible for the administrative organization of the Event solely. 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 at or during the Event. Organizer assumes no responsibility for the participation of the Attendee in Activities. In particular, by the invitation or admittance of any Attendee, speaker or other partner, Organizer makes no statement (whether implied or express) or recommendation with regard to such Attendee, speaker 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 at or during the Event, the Attendees do this at their own risk and based on consultation with their own investment advisors. The participation in Activities during the Event is at the Attendees own risk. 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), or punitive damages, 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 its Activities, 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 not exceed the fees paid by the respective Attendee.

By registering for the Event and the Activities, Attendee 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. Furthermore, Attendee releases and discharges 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 / or Activities and enforcement of the Terms of Attendance. Attendee 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, arising out of, resulting from Attendee's infringement of the intellectual property rights or other rights of any third party, or any of its agents, employees, affiliated personnel, officers, directors, shareholders, contractors or representatives.

## **7. Agreement, Governing Law & Jurisdiction**

**7.1. Agreement | Changes to the Terms of Attendance.** The Attendee agrees to observe and abide by the foregoing terms, 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 without limitation to, those contained in these Terms of Attendance. The Organizer reserves the right to modify the Terms of Attendance at any time. The Attendee will not

be notified by email or otherwise of any amendment to these Terms of Attendance. Please periodically check our website and consult the Terms of Attendance before every registration.

There is no other agreement or warranty between the Attendee and Organizer except as set forth in this document 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, excluding the UN Convention on Contracts for the International Sale of Goods. 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, but without limitation to, disputes, claims or controversies regarding its existence, validity, interpretation, performance, breach or termination, shall be the city of St. Moritz, Switzerland.