

# GENERAL TERMS AND CONDITIONS

## XIXOIO First Crypto Banking Conference

The Company Xixoio Europe s.r.o., with its registered office at Praha - Staré Město, Rybná 716/24, zip code 110 00, registration number: 27939464, registered in the Commercial Register maintained by the Municipal Court in Prague, section C, file 127969 (hereinafter the “Organiser”) hereby issues these General Terms and Conditions of participation at XIXOIO First Crypto Banking Conference hereinafter the “Conference”) and sale of tickets for the Conference and other products related to the Conference.

### 1. Initial Provisions

#### 1.1 Scope of General Terms and Conditions

These General Terms and Conditions govern the content of an agreement on sale of conference tickets and on access to digital content (recording from the Conference) entered into between the Organiser and a purchaser (the sales agreement hereinafter the “Agreement”, and the Purchaser hereinafter the “Purchaser”) and the terms and conditions of attending the Conference, under Sec. 1746 (2) of Act No. 89/2012, Civil Code, as amended (hereinafter the “CC”).

#### 1.2 Conference

The XIXOIO First Crypto Banking Conference will be held in Prague on November 29 - 30, 2018. The focus of the Conference is to connect banking and finance sectors with blockchain and digital currencies. The Organiser and the Purchaser agree that the unique feature that is the decisive factor for entering into the Agreement is the focus of the Conference. The Organiser reserves the right to change the venue, date, time, duration, and programme of the Conference, including the change of Conference speakers, duration, topic and type of Conference contributions as well as other properties of the Conference. Any changes will be announced at the Conference website: [xixoio.com/conference](http://xixoio.com/conference) (hereinafter the “Conference Website”).

#### 1.3 Products

Products, their properties and rights and restrictions related to different types of products are to be found at the Conference Website. The Organiser reserves the right to modify the products and their properties.

Conditions of sales of tickets to the Conference and conditions of attending the Conference are specified in Articles 4 and 5 of these General Terms and Conditions.

Conditions of access to digital content are specified in Article 6 of these General Terms and Conditions.

#### 1.4 Contract Execution

The Organiser’s products will be sold online via the Conference Website. Prior to any purchase, the Purchaser must register as instructed at the Conference Website.

The Organiser will, via the Conference Website, call on the Purchasers to make an offer. A binding agreement is made upon the Organiser's confirmation. The Organiser's actions and content of Conference Website do not constitute a public offer within the meaning of Sec. 1780 et sub. of the CC or any other offer within the meaning of Sec. 1732 (2) of the CC.

## **2. Payment Terms**

### **2.1 Price**

The product pricelist, including discounts and promotions and their terms, is placed at the Conference Website. The Organiser reserves the right to change or terminate any discounts or promotions. These changes do not affect products that have already been purchased. The Organiser is a VAT payer. VAT at the applicable statutory rate will be added to amounts stated in the pricelist.

### **2.2 Payment Terms**

The price may be paid via payment gateway run by GOPAY s.r.o., with its registered office at 67, 370 01 Planá, registration number: 26046768, registered in the Commercial Register maintained by the Regional Court in České Budějovice, Section C, File 11030, as follows:

- online payment by VISA, VISA Electron, MasterCard or Maestro cards;
- bank transfer;
- bitcoin;
- other options listed at the Conference Website.

Once the price has been paid, the Organiser will issue an invoice and send it electronically to the Purchaser's email address.

### **2.3 Payment in Digital Currencies**

The Purchaser can pay the price in digital currencies listed at the Conference Website. If, under the General Terms and Conditions, the Organiser is obliged to fully or partially refund the Purchaser for the price paid in a digital currency or any part thereof, the Organiser can do so only in (fiat) currency and in the amount provided in the invoice. The Purchaser is obliged to provide the Organiser with all necessary assistance to process such refund.

### **2.4 Refund Conditions**

If, under the General Terms and Conditions, the Organiser is obliged to refund the Purchaser for the price paid, the refund will take place within 14 days from the relevant event (e.g. the Conference being cancelled). The price will be refunded in (fiat) currency

by a wire transfer to the Purchaser's bank account. The Purchaser is obliged to provide the Organiser with all assistance necessary for the refund of paid price.

### **3. Defects, Complaints, Withdrawals and Cancellation of the Conference**

#### **3.1 Verification of Performance**

The Purchaser shall immediately check the confirmed order with regard to its completeness and accuracy including the identity of the Attendee, and if the performance includes access data to a special section of the Conference Website, the Purchaser shall also verify their functionality.

#### **3.2 Complaints**

The Purchasers may raise their complaints by email at the following address: support@xixoio.com.

#### **3.3 Withdrawal from the Agreement**

Unless provided otherwise in these General Terms and Conditions, the Purchaser may only withdraw from the Agreement due to major breach of the Agreement by the Organiser.

The Purchaser does not have a right granted under Sec. 1829 et sub. of the CC to withdraw from the purchase of tickets within 14 days, as the Agreement qualifies as an agreement concerning leisure activities bound to a fixed term, i.e. under the definition of Sec. 1837 j) of the CC.

If access to digital content (recording) is covered by the Agreement, consumer- Purchaser is entitled to withdraw from the part of the Agreement dealing with provision of digital content within 14 days from the execution of the Agreement. This right ceases to exist if the Purchaser logs in the member section of the Conference Website where digital content is made available in accordance with Sec. 1837 l) of the CC.info

#### **3.4 Cancellation and Change of Date of the Conference**

The Organiser reserves the right to cancel the Conference. In such an event, the Organiser shall inform the Purchaser and return the price paid.

The Organiser is entitled to change the date of the Conference. In such case, he shall inform the Purchaser. The Purchaser has a right to withdraw from the Agreement within 14 days from having received information on the change of the date of the Conference.

### **4. Sale of Conference tickets**

#### **4.1 Sale of Tickets**

The types of tickets available as well as the rights or restrictions related to the types of tickets, are available at the Conference Website. The Organiser reserves the right to change the types of tickets and their properties.

The ticket entitles a particular individual to attend the Conference (hereinafter referred to as the "Attendee") in line with the terms and conditions connected with that type of the ticket. The tickets are issued to the Attendee's name provided by the Purchaser when buying the ticket and they are not transferable, unless specified otherwise.

#### 4.2 Delivery of Tickets

After payment of the price, the Organiser will confirm to the Purchaser by email that the Agreement has been entered into and will email the Purchaser an invoice in compliance with the payment terms.

The tickets will be delivered to the Purchaser electronically to an email address provided by the Purchaser. The Purchaser (or, possibly the Attendee) will use this ticket in order to register for the Conference at the location and at time of the Conference.

#### 4.3 Verification of Tickets

Immediately after making the purchase, the Purchaser is obliged to check the accuracy and completeness of the tickets, in particular the type of the tickets bought and the Attendee's identification. Any defects shall be immediately notified to the Organiser.

#### 4.4 Substitutions

If, for justified reasons, the Purchaser or Attendee cannot attend the Conference, the Purchaser is entitled to request a change of the Attendee. The Organiser is not obliged to allow the change. The change of Attendee may be requested only once.

#### 4.5 Cancellation of Purchase

Purchase of the ticket cannot be cancelled and the Purchaser is not entitled to any refund if not attending the Conference.

### **5. Conditions of attending the Conference**

By entering into the Agreement, the Purchaser must comply with conditions of attending the Conference. If the Purchaser buys tickets also for another Attendee, he/she must acquaint other Attendees with conditions of attending the Conference before buying the tickets and only buy the tickets if these Attendees agree to comply with the conditions of attending the Conference. By attending the Conference, the Attendee agrees to comply with the conditions of attending the Conference.

#### 5.1 Conference Attendance

The Attendees must have their tickets with them for the entire duration of the Conference. If the Attendee does not present a valid ticket, presents a ticket issued to another person's name or refuses to submit an identity card, this shall be deemed major breach of the conditions of attending the Conference and the Organiser shall proceed in accordance with Article 5.5 of these General Terms and Conditions.

#### 5.2 Obligation to Allow Peaceful Course of Conference and to Act in Compliance with Organiser's Instructions

The Attendee shall act in a manner which does not disturb the peaceful course of the Conference, in particular not act in a way which disturbs other Attendees and speakers, e.g. by talking loudly or speaking on the phone, and must be considerate to other Attendees and speakers. During a speech, the Attendee may only speak if invited. Attendees must respect and

comply with all instructions of the Organiser and the Organiser's authorized representatives.

### **5.3 Consent to Video and Audio Recording at the Conference**

**The Organiser or persons authorized by the Organiser will make an audio-visual recording at the Conference and photos for promotional and illustrative purposes. The aim is to capture the Conference, especially to capture the individual speeches and related discussions, so that the Conference can be streamed via video on demand stream available on the Internet, and to publish the recording of the Conference afterwards. Any recorded audio-visual recordings, including photos, may be sold by the Organiser, used for documentary purposes and in order to promote the Conference, the Organiser's business or other products. By virtue of this consent, the Organiser is, in particular, entitled to make any audio-visual recordings (including photos) of the Attendees and their speeches; to process them, edit them and merge them with any other audio-visual recordings, to disseminate them and communicate them to the public in any way, including their publication on YouTube and on Facebook, Twitter, LinkedIn and Instagram social networks, both commercially and non-commercially. The Organiser is further entitled to fully or partially pass this authorization to a third party. The consent is valid for at least 10 years and, if the Attendee does not expressly withdraw his/her consent after this period, the consent does not expire after 10 years and is extended for an indefinite period of time. By participating in the Conference, the Attendee agrees with being recorded and with their contributions (e.g. their contribution to the discussion) being recorded and with any subsequent use of such recordings in compliance with the above described conditions and Sec. 84 of the CC.**

If the Attendee expresses their disagreement or withdraws their consent to the recording in accordance with this Article in the course of the Conference, the Attendee will not be able to attend the Conference and will be requested to leave, as in such a case, the Organiser is not able to protect the Attendee's rights given the way the recordings are made. In such a case, it will be proceeded according to Article 5.5 of these General Terms and Conditions. In the event of withdrawal of the consent after the Conference, the Organiser shall refrain from using the recordings to the relevant extent. If the Attendee withdraws their consent prior to the expiration of the aforementioned period, the Organiser may request reimbursement of the costs incurred, including the refund of the potential loss of profits, if the sale of the recording is made impossible due to the withdrawal of the Attendee's consent.

### **5.4 Intellectual Property Rights and Prohibition of Private Audio-Visual Recordings**

The Attendees acknowledge that contributions presented at the Conference may be subject to intellectual property rights. Purchase of a Conference ticket does not entitle the Attendee to use any original content which is subject to intellectual property rights.

The Attendees are in particular not allowed to make their own audio-visual recordings at the Conference, take photographs or make recordings of particular contributions and discussions, and disseminate them or disclose them to third parties in any form, including the digital form.

### **5.5 Violation of Conditions of Attending the Conference**

In case the Attendee violates in any manner the conditions of attending the Conference or fails to comply with the instructions given by the Organiser or the Organiser's authorized representatives, the Organiser may seize the Attendees ticket, prevent them from attending the Conference and request the Attendee to leave. If the Attendee revokes his consent to the conditions of attending the Conference, they shall be requested to leave the Conference immediately. In such a case, the Organiser may request the Attendee to leave and prevent them from attending the rest of the Conference. In the cases above, the Organiser is not obliged to refund the Attendee for the paid ticket price or any damage caused to the Purchaser or the Attendee.

## **6. Conditions of provision of digital content**

### **6.1 Recording**

The product may include access to audio-visual recording of the Conference, whether by video on demand stream or by recording of the Conference (hereinafter the "Recording").

### **6.2 Access to Recording**

The Recording will be available in a special section of the Conference Website accessible by the Purchaser after the purchase of the respective product. Video on demand stream will be available only during the Conference. Recording will be made available on demand 14 days after the end of the Conference at the latest. The Recording and its individual parts will be available for a period stated at the Conference Website according to agreements made between the Organiser and individual speakers, however no longer than 1 year from the end of the Conference.

### **6.3 Intellectual Property Rights and Conditions of Use of Recording**

The Purchaser acknowledges that the Recording is protected by copyright and that the Purchaser is entitled to use it only for its private purposes in compliance with these General Terms and Conditions. The Organiser grants the Purchaser a non-exclusive, non-transferable and limited licence solely to watch the Recording. The Agreement does not transfer the copyright or any other intellectual property rights to the Purchaser. The Purchaser may not carry out, support or enable a third party to carry out the following activities:

- use the Recording for commercial or public purposes;
- make copies of the Recording, lend, sell, transmit or in any other way disseminate or process or amend the Recording;
- circumvent, amend, remove or change or in any other way influence any technical measures used to make the Recording available or to secure the Recording;
- use the Recording in any other way violating the law, copyright or these General Terms and Conditions.

### **6.4 Conditions of Accessibility of Recording**

In order to access the Recording, it is necessary to have an adequate internet connection, which must be procured by the Purchaser at his/her own expense. The Purchaser shall bear all

costs pertaining to the internet connection and transmission of data. The Organiser is not liable for the quality of the Recording if it is negatively influenced by an inadequate or non-functional internet connection. The Organiser is not liable for the Recording being unavailable or its availability being limited or its quality being inadequate due to events beyond the Organiser's control, including, without limitation, overload or failure of internet connection, internet network as such, errors or problems on the Purchaser's end device or software used by the Purchaser. The Organiser reserves the right to restrict or temporarily block access to the Recording in order to maintain infrastructure required for the Recording being available or for other necessary technical interventions.

#### 6.5 Reservation of a Change of Recording

The Organiser reserves the right to at any time during the duration of the Agreement, change the scope of the Recording available or its content, or the duration of its availability, in particular due to potential conflicts with personal and intellectual property rights or other rights pertaining to persons captured in the Recording or protection of original work used in the Recording.

### **7. Final Provisions**

#### 7.1 Nature of the Terms and Conditions

These General Terms and Conditions constitute an integral part of the Agreement between the Organiser and the Purchaser.

#### 7.2 Liability

The Liability of the Organiser for any damage caused in relation to the Agreement shall be limited to the price paid.

#### 7.3 Governing Law and Dispute Resolution

This Agreement is governed and construed in accordance with the laws of the Czech Republic. Any disputes arising from the Agreement will be settled by the competent court of the Czech Republic.

If the Purchaser is a consumer they have a right to initiate an out-of-court procedure to resolve a dispute before a body authorized to hear and resolve consumer disputes, which, in the Czech Republic, is the Czech Trade Inspection Authority. The consumer may also use an online dispute resolution platform established by the European Commission available at <http://ec.europa.eu/consumers/odr/>.

#### 7.4 Effective Date

These General Terms and Conditions become effective upon publication at the Conference Website. The Organiser reserves the right to amend these General Terms and Conditions at any time. Any such changes will be notified to the Purchaser at least 5 days before the change becomes effective.

#### 7.5 Contact Details

In case of any questions or queries the Purchaser can contact the Organiser by:

- email: [support@xixoio.com](mailto:support@xixoio.com);
- mail: Švábky 52/2, Praha - Libeň;
- telephone: +420 732 705 185.