

GENERAL TERMS AND CONDITIONS OF CRYPTOCANAL

These are the General Terms and Conditions for Customers of CryptoCanal.

Article 1. Definitions

ETH Day and/or DeFi Day: two conference days organised alongside Devconnect, respectively on the 18th and 25th of April 2022, bringing the Ethereum and DeFi ecosystem together.

CryptoCanal: CryptoCanal, a Dutch eenmanszaak, a legal structure without legal personality (sole proprietorship under Dutch law), having its official place of business and business address at Herengracht 416, 1017 BZ Amsterdam, Netherlands, which offers crypto education, events and consultancy services.

Conference: the daytime program of the ETH Day and/or DeFi Day:, which is open only to visitors, consisting of a conference and subconferences for cryptocurrency, blockchain, DeFi professionals, all in the broadest meaning possible, and which is held at various Venues;

Agreement: any agreement concluded or to be concluded, directly or indirectly, between CryptoCanal and the Customer in relation to the purchase of Products and/or visitation of ETH Day and/or DeFi Day;

Customer: any natural person or business entity that, directly or indirectly, concludes an Agreement with CryptoCanal through the Guts Ticket Shop and/or regarding visitation of ETH Day and/or DeFi Day, including but not limited to a Visitor and/or a visitor;

Visitor: a natural person who, as a professional visitor of ETH Day and/or DeFi Day, directly or indirectly concludes an Agreement with CryptoCanal for the entry to the Conference and/or the and for this purpose has registered with CryptoCanal and/or bought a Conference Ticket;

Event: ETH Day and/or DeFi Day;

General Terms and Conditions

for Customers: these terms and conditions which apply to the legal relationship between the Customer and CryptoCanal with regard to the use of the Guts Ticket Shop and visitation of ETH Day and/or DeFi Day;

Products: products and/or services offered by CryptoCanal through its Guts Ticket Shop, including, but not limited to, merchandise products.

Sponsor: the natural person or business entity that sponsors ETH Day and/or DeFi Day;

Ticket: an admission ticket provided by or on behalf of CryptoCanal which shows that the Visitor is entitled to be present at the Venue of the Conference, for ETH Day and/or DeFi Day, respectively, and which could concern a document, a barcode, or, after it has been exchanged, a Wristband;

Ticket Price: the price for a Ticket, excluding any extra service and/or handling fees;

Venue: the place, including without limitation the relevant building, building complex or the room(s) where the various activities of ETH Day and/or DeFi Day are held;

Visitor: any natural person who is not acting in a professional or commercial capacity and who, directly or indirectly, enters into an Agreement with CryptoCanal for the purpose of attending any part of ETH Day and/or DeFi Day, as well as any person who is present in or around the Venue for that purpose;

Guts Ticket Shop and Website: the affiliate ticketing online shop/platform and the CryptoCanal website: cryptocanal.org

Wristband: the admission ticket that, after payment and registration, grants the relevant Visitor or visitor actual entry to ETH Day and/or DeFi Day.

Written request: a written request submitted to CryptoCanal, which can be sent by email to eleonore@cryptocanal.org

Article 2. Scope of Application

2.1 These General Terms and Conditions for Customers apply to all offers made by CryptoCanal through the Guts Ticket Shop and all Agreements between CryptoCanal and the Customer. These General Terms and Conditions for Customers also apply if an Agreement is concluded for the purchase of Conference, or Tickets through a (pre)sales agent or ticketing organization engaged by CryptoCanal for this purpose.

2.2 We advise the Customer to read these General Terms and Conditions for Customers carefully before placing any order through the Guts Ticket Shop.

2.3 CryptoCanal may from time to time amend these General Terms and Conditions for Customers. We advise you to read these General Terms and Conditions for Customers periodically to keep abreast of any changes therein.

Article 3. Terms and Conditions Governing Purchases at CryptoCanal

3.1 Before the Customer can make purchases through our Guts Ticket Shop, the Customer is asked to register and provide us with specific data. The data required must be provided completely and accurately, including, but not limited to, the Customer's name (hence, not another name or stage name), telephone number and a valid email address. For any order of a Ticket, a valid and correct address or email address must be given. If any data have changed, such changes can be submitted to the Guts Ticket Shop through their customer service.

3.2 If Conference Tickets are bought for third parties, all required data with respect to these third parties must be provided completely and accurately. In accordance with these General Terms and Conditions for Customers, the accuracy of these data is checked before a Wristband is supplied, at which point the holder of the Conference Ticket must be able to produce a valid proof of identity.

3.3 CryptoCanal reserves the right to limit orders of large quantities of a specific Product for one Customer or postal address.

3.4 In placing an order, the Customer grants express permission to CryptoCanal to request information for the purpose of verifying the Customer's identity, assessing the validity of the credit card used and obtaining a first credit card authorization.

Article 4. Offers and Agreements

4.1 Information, offers, communications and quotations relating to Products and/or Events are provided by CryptoCanal and/or a third party as accurately as possible by email or through the Guts Ticket Shop. CryptoCanal does not accept liability for any inaccurate or incomplete information provided by CryptoCanal and/or third parties as meant above.

4.2 All quotations are inclusive of VAT, postage and handling fees, unless otherwise stated. Information about prices and availability of Products is provided 'as is', without any warranty of any kind, and is not binding on CryptoCanal.

4.3 All orders placed through the Guts Ticket Shop are subject to approval by CryptoCanal and the acceptance thereof is conditional upon the availability of the relevant Products.

4.4 After an order has been placed, the Customer receives an automatically generated email confirming the information of the order. This email does not constitute any approval of the order but is only an acknowledgement of receipt. The Agreement between the Customer and CryptoCanal is concluded after payment for an order placed through the Guts Ticket Shop has been effected and/or has been approved by CryptoCanal in writing and/or at the time of delivery of the Products. As soon as the Product is physically made available to the Customer, the risk of and liability for the loss, theft, damage and/or abuse thereof lies with the Customer.

4.5 CryptoCanal reserves the right not to approve any order, for example, if it fails to obtain permission for or confirmation of the payment; if a specific Product is subject to shipping restrictions, if the Product is not in stock or fails to satisfy the applicable quality standards and is withdrawn; or if, at CryptoCanal's discretion, the Customer acts contrary to these General Terms and Conditions for Customers, which includes the situation where CryptoCanal has doubts about the accuracy or validity of the data provided by the Customer in placing the order.

4.6 The Customer shall effect payment immediately upon placing the order in the manner indicated on the Website. If payment is not effected in a timely fashion, the Customer shall, after receiving due notice to this effect from CryptoCanal, pay not only the total sum due but also interest at the

statutory rate and all judicial and extrajudicial collection costs incurred by CryptoCanal. As long as no payment has been made, CryptoCanal is also entitled to refuse the Customer entry to ETH Day and/or DeFi Day and/or to refuse the issue of a Wristband.

4.7 CryptoCanal is not liable for any damage or loss arising from the withdrawal of a specific Product from sale, irrespective of whether any order has been placed for this Product.

Article 5. Privacy

5.1 The Customer who intends to order Products through our Guts Ticket Shop and Website must provide specific personal data, such as the Customer's name, phone number and email address.

The purpose of this is primary to ensure on the basis of such data that the orders can actually be delivered and/or that CryptoCanal and/or its affiliates are able to fulfill their obligations under the Agreement. CryptoCanal may only use the Visitors's data solely with the explicit prior consent of the Visitor.

5.2 The use of the personal data of Visitors is governed by the Privacy Policy of CryptoCanal. For privacy related matters, the Customer is always free to contact us in writing via the following e-mail address:
eleonore@cryptocanal.org

5.3 CryptoCanal processes the personal data of the Visitor in accordance with the General Data Protection Regulation (GDPR), applicable since 25 May 2018 and also known as Algemene verordening gegevensbescherming (AVG), as well as other relevant privacy regulations. CryptoCanal guarantees that it will handle the personal data of its Customers with great care and refrain from using them for purposes other than those specified in its Privacy Statement. For example, without the prior consent of the Visitor the data are not disclosed to third parties for commercial purposes, unless this is necessary to perform the Agreement, such as the delivery of Products. CryptoCanal takes every possible measure to ensure that the personal data are secured against theft or misuse.

5.4 By entering into the Agreement with CryptoCanal and/or asking for and receiving a Wristband, the Visitor grants express permission for processing

the personal data in accordance with the Privacy Statement of CryptoCanal.

5.5 Please note that the processing of personal data is subject to international law, as per 25 May 2018 stated in the General Data Protection Regulation (GDPR), also known as Algemene verordening gegevensbescherming (AVG), as well as in other relevant privacy regulations. The creation, by any third party, of any list of addresses, whether computerized or otherwise, from the information provided in ETH Day and/or DeFi Day database(s), for promotional or commercial purposes, may only be done with the prior (written) authorization of CryptoCanal.

Article 6. Guts Ticket Shop Security

CryptoCanal takes reasonable precautions to ensure the security of the Guts Ticket Shop and theCryptoCanal website. All bank transactions are processed through Mollie and all data is transmitted (in encrypted form) through https.

Article 7. Product Returns and Exchanges

7.1 Only if the Agreement concerns the purchase of a Conference Ticket, is the Customer permitted to withdraw an order for a Ticket by submitting a request to the Guts customer service. No later than one (1) month before the first day of the Conference, in which case, CryptoCanal refunds the Ticket Price, less the handling and service fee of €25. It is not possible to cancel or withdraw Conference Tickets already ordered later than one (1) month before the first day of the Conference. In that case the Customer is not entitled to a refund of the Ticket Price.

7.2 Upon registration, a Conference Ticket is assigned to one person. Once a Conference Ticket has been bought, it cannot be registered in another's name. Before gaining entry to the Conference or any part thereof, the holder of a Conference Ticket is required to register with and provide proof of identity to CryptoCanal in accordance with Article 8.2 of these General Terms and Conditions for Customers.

Article 8. Delivery

8.1 Responsibility for the Products purchased is transferred to the Customer on the date of dispatch. Any responsibility for and risk of loss, theft, damage

or abuse of the Tickets passes to the Customer immediately upon the approval of the order.

8.2 A Conference Ticket grants the right to a special, personal and non-transferable Wristband, which allows the holder to gain entry to the Conference, and/or the ETH Day and/or DeFi Day, only if– after a check of the data provided at the time of the purchase of the Conference Ticket and the proof of identity with a valid ID card– the visitor is registered at the registration desk intended for that purpose during the Conference. A Wristband is delivered to this visitor at the registration desk only if all data are accurate and complete. The Wristband may not be used by persons other than the visitor registered for that purpose and/or shared with other persons.

8.3 All merchandise (ex: hoodies) can be collected on ETH Day and/or DeFi Day, by presenting the proof of purchase.

Article 9. Tickets

9.1 Tickets are and remain the property of CryptoCanal. A Ticket can grant only its holder entry to the Event.

9.2 When a Conference Ticket or Ticket is bought, the data of the person for whom the Conference Ticket is bought (the visitor) must be provided to CryptoCanal through the Guts Ticket Shop. The Conference Ticket is assigned to the visitor and is strictly personal and not transferable from the time of purchase.

9.3 A visitor may gain entry to the Conference or a part thereof only if he or she has a Wristband.

9.4 Only purchase through the Guts Ticket Shop guarantees the validity of a Ticket. The burden of proving such validity lies with the Customer. If it turns out that the Ticket was obtained from a party other than the aforesaid parties, the Customer can be denied entry to an Event or a Venue.

9.5 A Conference Ticket or Ticket does not guarantee entry to an Event. CryptoCanal pursues a strict “full is full” policy. This means that after a Wristband has been shown, entry is granted to an Event only if the Venue is not at full capacity.

9.6 The Customer is not entitled to a refund of the Ticket Price or any other compensation in the event of abuse, damage, loss or theft of the Ticket or if the Customer does not use the Ticket for any reason, including without limitation the event in which no entry is granted in case an Event is at full capacity.

9.7 The Customer guarantees that if he/she makes a Ticket available to third parties for free and not for commercial purposes, all the Customer's obligations under these General Terms and Conditions for Customers or any Agreement with CryptoCanal will also pass to these third parties in full. The Customer guarantees to CryptoCanal that this third party will fulfill all these obligations.

9.8 Tickets may not in any case whatsoever be resold to third parties, offered for sale, or exploited for commercial purposes in any other way, nor may these be forged or copied. If the Customer fails to comply with this obligation, CryptoCanal and/or the Sponsor is/are entitled to regard these Tickets as invalid and the Customer owes an immediately payable penalty of €5,000 per Ticket to CryptoCanal and €1.000 for each day that this violation continues, without prejudice to CryptoCanal's right to demand performance and/or full damages. The holder of an invalid Ticket is denied entry to an Event and is not entitled to any compensation.

9.10 The Customer shall refrain from performing any acts that may prejudice or infringe the rights or other interests of CryptoCanal and/or its Sponsors.

9.11 CryptoCanal is the rightful owner of all intellectual and industrial property rights related to ETH Day and/or DeFi Day and other objects and creations in conjunction with ETH Day and/or DeFi Day. The Customer shall respect these rights at all times. The Customer is not permitted to use and/or exploit, either directly or indirectly, ETH Day and/or DeFi Day and other protected objects and creations in conjunction with ETH Day and/or DeFi Day. The Customer is not permitted to remove and/or modify statements in respect of copyrights, trademarks, logos, trade names and/or other industrial or intellectual property rights of CryptoCanal and/or its licensors.

Article 10. Cancellation or Relocation of the Event

10.1 CryptoCanal is entitled to change ETH Day and/or DeFi Day or parts thereof. Only if CryptoCanal cancels the Conference, ETH Day and/or DeFi Day, as a whole, will CryptoCanal, upon a written request to this effect, refund the original Customer who bought the Ticket but not the handling fee or service charges. The terms and conditions of the relevant Sponsors apply to the purchase price of ETH Day and/or DeFi Day Tickets.

10.2 CryptoCanal and/or the Sponsor is/are entitled to cancel or relocate an Event. It is the responsibility of the Customer to verify whether an Event is to be or has been cancelled or is to be or has been relocated and, should this be the case, to find out about the new date or the new venue. If an event is cancelled or relocated, CryptoCanal will do its best to ensure that, as soon as it becomes aware thereof, either CryptoCanal or the Sponsor will notify the Customer of the foregoing. CryptoCanal cannot guarantee, however, that the Customer receives such information before the start of the Event. CryptoCanal is not liable for any damage or loss in this respect.

Article 11. Limitation of Liability

11.1 CryptoCanal accepts no liability or any damage or loss caused by the cancellation, alteration or relocation of an Event, nor for any other damage or loss, for whatever reason, which directly or indirectly arises from acts or omissions by the Sponsor, the Venue and/or CryptoCanal, or persons engaged by or on behalf of these, or by third parties, during an Event or relating to the stay at the Venue.

11.2 CryptoCanal is in no case liable for loss, theft or damage of a Ticket, clothing and/or other properties of the Customer. In the case of theft or loss of a Product, CryptoCanal is not required to replace or refund that Product. Nor is CryptoCanal liable for delay or errors in the delivery of a Product, insofar as such delay or errors are not attributable to CryptoCanal.

11.3 CryptoCanal is never liable for Tickets that are purchased from third parties, for damage or loss caused by any acts or omissions by third parties, or for damage or loss resulting from failure caused by force majeure.

Article 12. Force Majeure

12.1 In the event of force majeure, CryptoCanal will be released of its obligation to perform the Agreement as long as the relevant hindrance continues to exist. Force majeure means in any event all circumstances independent of the will of CryptoCanal, as a result of which the fulfillment of the obligations of CryptoCanal is wholly or partly prevented or as a result of which fulfilling the obligations cannot be reasonably be expected from CryptoCanal.

12.2 Circumstances that will in no case be at the expense and risk of CryptoCanal are, inter alia:

a. acts or omissions, with the exception of intent or gross negligence, by persons CryptoCanal engages in the execution of the Agreement;

b. unsuitability of goods that CryptoCanal uses in the execution of the Agreement;

c. strikes, lockout, illness, import, export and/or transit prohibitions, transport problems, machinery breakdown, traffic jams, power failures, delivery problems, changes in legislation, governmental measures, non-fulfillment of obligations by suppliers (including energy companies and suppliers of computer and telephone equipment), production breakdown, extreme weather conditions, frost, natural disasters, covid measures and war and/or threat of terrorism and/or threat of war.

Article 13. General

13.1 Without the prior permission of CryptoCanal, the Customer is not permitted to record or engage others to record the Event in whatever form, on whatever (digital) media, including photographing, filming, or making sound and/or visual recordings of the Event.

13.2 CryptoCanal reserves the right to make sound and/or visual recordings during the Event. The Customer who visits an Event

a. agrees to recordings and/or use of his/her name, voice, portrait and/or image by audio and video display, whether broadcast and recorded live or otherwise, or any other form of distribution including photos or other current and/or future media technologies;

b. gives unconditional permission for the free use referred to under (a), indefinitely and worldwide;

c. will hold liable neither CryptoCanal nor the parties who make use of visual and/or audio materials with the permission of CryptoCanal, for commercial purposes or otherwise, for the use of such visual and/or audio material;

d. waives his/her right to object to the publication of his/her portrait, to the extent that it concerns images in and around the Venue in which he /she is recognizable;

e. acknowledges that a video surveillance system is operational and agrees that video recordings can be made of him/her by or on behalf of CryptoCanal and/or the Sponsor for public order and security purposes.

13.3 Without the prior written permission of CryptoCanal, the Customer is not permitted to distribute or engage others to distribute his or her own promotional material, including samples, advertising and/or brochure material, during ETH Day and/or DeFi Day and at the Venue, to the extent permitted by law.

Article 14. Governing Law

14.1 The Agreement and these General Terms and Conditions for Customers are exclusively governed by Dutch law.

14.2 Any disputes arising from the Agreement and/or these General Terms and Conditions for Customers will be exclusively submitted to the competent court in Amsterdam.

14.3 In addition, disputes between CryptoCanal and a Customer (solely if and insofar such customer is a natural person) could be submitted alternatively upon mutual agreement to the Dutch Foundation for Consumer Complaints Boards as a part of the Online Dispute Resolution (ODR) platform (<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.show&lng=NL>). Such complaints can be sent to complaints@amsterdam-dance-event.nl.

CryptoCanal

Email: eleonore@cryptocanal.org

Herengracht 416, 1017 BZ Amsterdam, Netherlands

Trade Register: Chamber of Commerce

Chamber of Commerce number: 74167952

VAT number: NL002492080B81

Drawn up in Amsterdam, 3rd March 2022

www.cryptocanal.org