

BLOCKCHAINCONFERENCES.IO TM

TERMS OF SERVICE

These Terms of Service (collectively the "Terms") have been updated and govern your access to and use of the websites, mobile applications, and any website or communication devices that reference or contain content and/or links to, or references, these Terms of Service in connection with BLOCKCHAINCONFERENCES.IO TM, which is owned and/or controlled by Visionaire LLC, a Delaware limited liability corporation, which includes, for purposes of these Terms of Service, without limitation, Visionaire LLC, d/b/a BLOCKCHAINCONFERENCES.IO (collectively referred to herein as "The Visionaire Group"). All such websites, mobile applications and/or communication devices shall now be referred to herein as "BLOCKCHAINCONFERENCES.IO". By accessing or using BLOCKCHAINCONFERENCES.IO, you are agreeing to these Terms, and accepting a legally-binding agreement with the Visionaire Group. Do not access or use BLOCKCHAINCONFERENCES.IO if you do not agree to be bound by the Terms as outlined below.

These Terms also govern the Processing of Personal Data and constitutes an integral part of the agreement between you and BLOCKCHAINCONFERENCES.IO. These Terms also include our Data Processing Addendum. Note that, in the event you do not explicitly notify us in writing otherwise, by continuing to use our platform you confirm the acceptance of these Terms and the obligations therein as of January 30, 2019. Although we will not accept any modifications to these Terms, we are happy to assist and clarify any needed concerns you may have. For information on our security measures please contact contact@blockchainconferences.io.

These Terms of Service are effective immediately for users registering for personal accounts after that date and will become effective as January 30, 2019 for pre-existing users.

1. Definitions:

(a) Parties to Terms of Services

"**You**" and "**your**" refer to you as a user of BLOCKCHAINCONFERENCES.IO. A "**user**" is someone who accesses, browses, or in any way uses BLOCKCHAINCONFERENCES.IO. "**We**", "**us**", and "**our**" refer to the Visionaire Group.

(b) BLOCKCHAINCONFERENCES.IO Content

"**Content**" means text, images, photos, audio, video, location data, and all other forms of data or communication. "**User Content**" means Content that you and other users submit or transmit to, through, or in connection with, BLOCKCHAINCONFERENCES.IO, such as rankings, reviews, compliments, invitations, friend/follower connections, messages, and information publicly displayed or displayed in BLOCKCHAINCONFERENCES.IO account profiles,

or anywhere on BLOCKCHAINCONFERENCES.IO.

" **BLOCKCHAINCONFERENCES.IO Content**" means Content that we create and make available in connection with BLOCKCHAINCONFERENCES.IO.

"**Third Party Content**" means Content that originates from parties other than BLOCKCHAINCONFERENCES.IO, or its users, which Content is made available in connection with BLOCKCHAINCONFERENCES.IO.

" **BLOCKCHAINCONFERENCES.IO Content**" means all of the Content which is made available through BLOCKCHAINCONFERENCES.IO, including, without limitation, User Content, Third Party Content, and BLOCKCHAINCONFERENCES.IO Content.

(c) **BLOCKCHAINCONFERENCES.IO:**

- (i) BLOCKCHAINCONFERENCES.IO is a source of information on Blockchain and Cryptocurrency conferences only and is provided on an AS IS, AS AVAILABLE, basis. The Visionaire Group makes no guarantees or warranties as to the accuracy, completeness, reliability or quality of any information provided by any conference. and shall not be liable for any errors, omissions or inaccuracies.
- (ii) You acknowledge that BLOCKCHAINCONFERENCES.IO has no control over and does not guarantee the quality, safety, accuracy or legality of any event or Content associated with any conference. BLOCKCHAINCONFERENCES.IO has no responsibility to you for, and hereby disclaims all liability arising from the above. In addition, you indemnify and hold The Visionaire Group free and harmless from any liability, claims, damages, or cause of action caused by your own actions at any such conference.
- (iii) You also understand and agree that some conferences may carry inherent risk, and by participating in those conferences, you choose to assume those risks voluntarily. For example, some conferences may carry risk of illness or injury, and you freely and willfully assume those risks by choosing to participate in those conferences.

(d) **"Services"**

BlockchainConferences.io is a website used to provide information on blockchain conferences, conference speakers, and other information pertaining to blockchain conferences around the world. Although information about conferences and speakers may change, we do our best to keep the information as accurate as we can. If you find information that is not accurate or needs to be updated, please contact us at contact@blockchainconferences.io so we can update the information.

2. Changes to the Terms of Service:

We may modify the Terms from time to time. You acknowledge and accept that your access to, or use of, the BLOCKCHAINCONFERENCES.IO is governed by the Terms effective at the time of your access to, or use of, BLOCKCHAINCONFERENCES.IO. If we make any material changes to these Terms, we will notify you by email or by posting a notice on BLOCKCHAINCONFERENCES.IO prior to the effective date of such changes. We will also indicate at the top of this page the most current date of the Terms/revisions. You should also review the Terms on a regular basis, since any and all revised versions of the Terms will be binding on you whenever you use BLOCKCHAINCONFERENCES.IO. Any such revisions to the Terms will be effective upon our posting of such revised Terms.

You acknowledge and accept that your continued access to, or use of, BLOCKCHAINCONFERENCES.IO after the effective date of such revisions to the Terms is deemed to be your acceptance of the Terms as revised.

3. Translation:

We may translate these Terms into other languages. Nevertheless, the English version of these Terms shall govern your use of BLOCKCHAINCONFERENCES.IO, and if there are any inconsistencies between the English version and any other version, then the English version shall be deemed to govern.

4. Using BLOCKCHAINCONFERENCES.IO:

(a) Eligibility

To access or use BLOCKCHAINCONFERENCES.IO, you must be thirteen (13) years or older (or the minimum legal age in your country to use our products or services) and have the requisite right, power and authority to enter into these Terms.

(b) Permission to Use BLOCKCHAINCONFERENCES.IO

We grant you permission to use BLOCKCHAINCONFERENCES.IO subject to the restrictions in these Terms. You use BLOCKCHAINCONFERENCES.IO at your own risk, which includes, without limitation, accepting the risk that you may see Content that to you is offensive, inaccurate, or otherwise inappropriate.

(c) BLOCKCHAINCONFERENCES.IO Availability

The BLOCKCHAINCONFERENCES.IO may be modified (which includes, without limitation, updating), suspended for any reason, or discontinued for any reason at any time, without notice or liability.

(d) **User Accounts**

You do not need to create an account in order to access the information offered on BLOCKCHAINCONFERENCES.IO.

You acknowledge that you are solely responsible for any information that you submit to a particular conference listed in BLOCKCHAINCONFERENCES.IO. If you violate any of these rules, we reserve the right to prohibit your access to BLOCKCHAINCONFERENCES.IO immediately.

For more information, please read our Privacy Policy in the Privacy Policy Addendum attached hereto as part of these Terms.

(e) **Communications from BLOCKCHAINCONFERENCES.IO and other Users**

By subscribing to BLOCKCHAINCONFERENCES.IO newsletter, you agree to receive certain communications in connection with BLOCKCHAINCONFERENCES.IO. You will receive our e-mail newsletter about conferences in cities around the world. You can always request to be deleted from non-essential communications by emailing contact@blockchainconferences.io.

(f) **The BLOCKCHAINCONFERENCES.IO General Users**

- (i) Through the Services, you may submit a registration and/or application for a conference, and/or to be a featured speaker at a conference, in which event there may be a promo and/or discount code provided by the conference (“Promo Code”). In the event said conference provides a Promo Code, BLOCKCHAINCONFERENCES.IO does not represent or warrant the validity or non-validity of such Promo Code. Users need to confirm the Promo Code with the applicable conference.
- (ii) The terms of use for each conference may vary from conference to conference and any restrictions that apply to the submission (including, without limitation, a minimum age requirement) will be noted at the time of submission with the applicable conference.
- (iii) The applicable conference, not the Visionaire Group, is the provider of the conference services. Please consult with the applicable conference if you are dissatisfied in any way with the submission process for registration and/or application. If a conference for which you have submitted an application or registration is cancelled by the conference, the applicable conference is responsible to notify you prior to the first date on which the applicable conference was scheduled to commence.
- (iv) Although our website is currently free to download for users, the Visionaire Group reserves the right to require payment of fees for certain

or all such Services. You shall pay all such applicable fees, in connection with such Services selected by you. The Visionaire Group reserves the right to change its price list and to institute new charges at any time, upon notice to you, which may be sent by email or posted in BLOCKCHAINCONFERENCES.IO. Your use of the Services following such notification constitutes your acceptance of any new or increased charges.

5. Content:

(a) Responsibility for Your Content

You are solely responsible for your content, which shall include, without limitation, all content contained in any blog which is either created and/or used by you either (i) on BLOCKCHAINCONFERENCES.IO or (ii) linked by you to BLOCKCHAINCONFERENCES.IO. You assume all risks associated with your content, including, without limitation, any third party's reliance on its quality, accuracy, or reliability, as well as your disclosure of your content that personally identifies you. You represent and warrant that you own or have the necessary permissions from any third party having rights, to use and authorize the use of your content. You may not state directly or indirectly (e.g., imply) that your content is in sponsored or endorsed by BLOCKCHAINCONFERENCES.IO in any way whatsoever, however you may insert the Visionaire Group's "website widget" ("BLOCKCHAINCONFERENCES.IO Widget") onto your blog or website for a direct link to BLOCKCHAINCONFERENCES.IO, and by so doing, you agree that BLOCKCHAINCONFERENCES.IO material may appear in your blog or on your website as delineated below in Section (d). We reserve the right to delete any of your content that violates this Section.

You shall be solely liable, and shall hold us harmless and free from any liability whatsoever in connection with (i) your use of BLOCKCHAINCONFERENCES.IO Widget/ BLOCKCHAINCONFERENCES.IO materials in violation of these terms and conditions and/or (ii) your content that (1) contains material that is false, intentionally misleading, or defamatory, (2) violates any third-party rights, including, without limitation, any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right of any entity or individual, (3) contains material that is unlawful, including, without limitation, hate speech or pornography, (4) exploits or otherwise harms minors, or (5) violates or advocates the violation of any law or regulation.

(b) Our Right to Use Your Content

You hereby irrevocably grant the Visionaire Group world-wide, non-exclusive, royalty-free, rights to use your content for any purpose as delineated in these Terms and Conditions, including, without limitation, for (i) public display, (ii)

reformatting, (iii) incorporation into advertisements and other works, and (iv) the creation of derivative works, such as, for example, in BLOCKCHAINCONFERENCES.IO promotion. In addition, you irrevocably grant the users of BLOCKCHAINCONFERENCES.IO the right to access your content in connection with their use of BLOCKCHAINCONFERENCES.IO.

Finally, you irrevocably waive, and/or cause third parties to waive, against BLOCKCHAINCONFERENCES.IO and its users, any claims and/or assertions of moral rights, and/or any attribution, with respect to your content.

For purposes of these Terms, "use" mean use, copy, publicly perform and display, reproduce, distribute, modify, translate, remove, analyze, commercialize, and create derivative works of your content.

(c) **Ownership**

We solely own BLOCKCHAINCONFERENCES.IO Content, including, but not limited to, visual interfaces, interactive features (e.g., BLOCKCHAINCONFERENCES.IO widgets), graphics, design, compilation, including, but not limited to, our compilation of User Content, User Rankings, and other BLOCKCHAINCONFERENCES.IO Content, computer code, products, software, aggregate user review ratings, and all other elements and components of BLOCKCHAINCONFERENCES.IO created for BLOCKCHAINCONFERENCES.IO and/or for third party use on other websites, mobile devices, and/or on any and all known or hereafter created communication devices of any kind or nature.

We also own the copyrights, trademarks, service marks, trade names, and other intellectual and proprietary rights throughout the world associated with BLOCKCHAINCONFERENCES.IO Content and BLOCKCHAINCONFERENCES.IO ("**IP Rights**"). These IP Rights are protected by copyright, trade dress, patent, trademark laws and all other applicable intellectual and proprietary rights and laws. You may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit any of BLOCKCHAINCONFERENCES.IO Content in whole or in part, including, without limitation, the IP Rights, except as expressly authorized by us in writing. Furthermore, except as expressly provided herein, we do not grant you any express or implied rights whatsoever in or to BLOCKCHAINCONFERENCES.IO Content and/or the IP Rights, and all such rights are retained by us in their entirety.

(d) **Widget Content Feeds**

We have the right to make BLOCKCHAINCONFERENCES.IO Content (referred to for this provision as "**Widget Feed Content**") available via BLOCKCHAINCONFERENCES.IO Widget You may access and use the Widget Feed Content in order to access BLOCKCHAINCONFERENCES.IO on your personal computer, website, or blog ("**Your**

BLOCKCHAINCONFERENCES.IO"), provided that (i) your use of the Widget Feed Content is for personal, non-commercial purposes only, (ii) you attribute **BLOCKCHAINCONFERENCES.IO** as the source of the Widget Feed Content by display of **BLOCKCHAINCONFERENCES.IO** Widget link to **BLOCKCHAINCONFERENCES.IO** website, and (iii) you do not use or display the Widget Feed Content in any way that explicitly or implicitly suggests that **BLOCKCHAINCONFERENCES.IO** promotes or endorses any third party causes, ideas, websites, products or services, including, without limitation, Your **BLOCKCHAINCONFERENCES.IO**.

(e) **Other Procedures/Confidentiality/User Content and Your Content**

User Content (including User Content created by users who may be hired by **BLOCKCHAINCONFERENCES.IO**) does not reflect the Visionaire Group's opinion, nor may it be used for endorsement of any third-party opinions, causes, ideas, websites, products or services. We reserve the right to screen, edit, remove, or reinstate User Content from time to time in our sole discretion for any reason, or no reason, and without notice to you. We have the right to, and shall, remove a review if we decide, in our sole discretion, that particular User Content violates these Content Guidelines. We do not guarantee any confidentiality with respect to any Content.

6. **Restrictions:**

We shall enforce these Terms in our sole discretion, as no inaction on any breach, or alleged breach, of any Term hereunder shall be deemed a waiver of any such Term, or of our right to enforce our Terms. You may inform us if you believe another User has violated the Terms; however, we reserve the right to take any action in our sole discretion. The following restrictions apply to use of **BLOCKCHAINCONFERENCES.IO**:

- (a) **You agree not to do, nor will you assist, encourage, or enable others to use **BLOCKCHAINCONFERENCES.IO** to do, the following:**
- (i) Violate any third party's rights, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
 - (ii) Threaten, stalk, harm, or harass others, or promote bigotry or discrimination;
 - (iii) Promote a business or other commercial venture or event, or otherwise use **BLOCKCHAINCONFERENCES.IO** for commercial purposes, except in connection with the promotion of a conference as expressly permitted by **BLOCKCHAINCONFERENCES.IO**, which shall include, without limitation, promoting **BLOCKCHAINCONFERNCES.IO** on their websites, or linking to **BLOCKCHAINCONFERCNCES.IO** permissible Content;
 - (iv) Send bulk emails, surveys, or other mass messaging, whether commercial in nature or not; engage in keyword spamming, or otherwise attempt to

manipulate BLOCKCHAINCONFERENCE.IO's search results or any third-party website;

- (v) Solicit personal information from minors, or submit or transmit pornography; or
- (vi) Violate any applicable law.

(b) **You also agree not to, and will not assist, encourage, or enable others to:**

- (i) Violate these Terms;
- (ii) Modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit BLOCKCHAINCONFERENCE.IO or BLOCKCHAINCONFERENCE.IO Content except as expressly authorized by BLOCKCHAINCONFERENCE.IO;
- (iii) Use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index any portion of BLOCKCHAINCONFERENCE.IO or any BLOCKCHAINCONFERENCE.IO Content;
- (iv) Reverse engineer any portion of BLOCKCHAINCONFERENCE.IO;
- (v) Remove or modify any copyright, trademark or other proprietary rights notice that appears on any portion of BLOCKCHAINCONFERENCE.IO or on any materials printed or copied from BLOCKCHAINCONFERENCE.IO;
- (vi) Record, process, or mine information about other users;
- (vii) Access, retrieve or index any portion of BLOCKCHAINCONFERENCE.IO for purposes of constructing or populating a searchable database of business reviews;
- (viii) Reformat or frame any portion of BLOCKCHAINCONFERENCE.IO;
- (ix) Take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on the Visionaire Group's technology infrastructure or otherwise make excessive traffic demands of BLOCKCHAINCONFERENCE.IO;
- (x) Attempt to gain unauthorized access to BLOCKCHAINCONFERENCE.IO, user accounts, computer systems or networks connected to BLOCKCHAINCONFERENCE.IO through hacking, password mining or any other means;
- (xi) Use BLOCKCHAINCONFERENCE.IO or any BLOCKCHAINCONFERENCE.IO Content to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature (collectively, "**Viruses**");
- (xii) Use any device, software or routine that interferes with the proper working of BLOCKCHAINCONFERENCE.IO, or otherwise attempt to interfere with the proper working of BLOCKCHAINCONFERENCE.IO;
- (xiii) Use BLOCKCHAINCONFERENCE.IO to violate the security of any computer network, decode/decipher passwords or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to,

- BLOCKCHAINCONFERENCES.IO or
BLOCKCHAINCONFERENCES.IO Content; or
- (xiv) Remove, circumvent, disable, damage or otherwise interfere with any security-related features of BLOCKCHAINCONFERENCES.IO, features that prevent or restrict the use or copying of BLOCKCHAINCONFERENCES.IO Content or features that enforce limitations on the use of BLOCKCHAINCONFERENCES.IO.

The restrictions above only apply to the extent permissible under applicable law. Nevertheless, you agree not to act contrary to these restrictions (even if permissible under applicable law) without providing thirty (30) days' prior written notice to us, together with any information that we may reasonably require to give us an opportunity, in our sole discretion, to provide alternative remedies or otherwise accommodate you.

7. Guidelines and Policies:

(a) Content Guidelines

You represent that you have read and understood our Content Guidelines as delineated in Section 5 and 6.

(b) Privacy

You represent that you have read and understood our Privacy Policy Terms (attached below as part of these Terms) and Conditions. Note that we may disclose information about you to third parties if we have a good faith belief that such a disclosure is reasonably necessary to (i) take action regarding suspected illegal activities; (ii) enforce or apply our Terms and Privacy Policy; (iii) comply with legal process or other government inquiry, such as a search warrant, subpoena, statute, judicial proceeding, or other legal process served on us; or (iv) protect our rights, reputation, and property, or that of our Users, affiliates, or the public. If you use BLOCKCHAINCONFERENCES.IO outside of the United States, you consent to having your personal data transferred to and processed in the United States.

(c) Data Processing Addendum

You represent that you have read and understood our Data Processing Addendum attached hereto.

8. Suggestions and Improvements:

By sending us any ideas or suggestions ("**Feedback**"), you agree that (i) your Feedback does not contain any third party confidential or proprietary information, (ii) we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (iii) we may have certain BLOCKCHAINCONFERENCES.IO improvements and/or projects similar to the Feedback already under consideration or in development, and therefore any

such similarity is purely coincidental, and (iv) you grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, publish, distribute and sublicense the Feedback, and/or any create and so use derivative works derived therefrom, and you irrevocably waive, and cause to be waived, against BLOCKCHAINCONFERENCES.IO and its Users any claims and assertions of any infringement upon, or violation of, any rights of privacy, or of any proprietary or moral, or analogous, rights contained in such Feedback.

9. Third Parties:

BLOCKCHAINCONFERENCES.IO may include links to other websites or applications (each, a "**Third Party Site**"); however, we do not control, endorse or support in any way any such Third-Party Site. You agree that we are not responsible for the availability or content of such Third-Party Sites. Your use of Third Party Sites is in your sole discretion and at your own risk.

Some of the services made available through BLOCKCHAINCONFERENCES.IO may be subject to additional third party or open source licensing terms and disclosures, to which you may be required to comply.

10. Indemnity:

You agree to indemnify, defend, and hold BLOCKCHAINCONFERENCES.IO, its parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each of them (collectively, the "**BLOCKCHAINCONFERENCES.IO Entities**") harmless from and against any and all claims, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable outside attorneys' fees and expenses) incurred by BLOCKCHAINCONFERENCES.IO entities arising out of or relating to (i) your access to or use of BLOCKCHAINCONFERENCES.IO, (ii) your violation of the Terms, (iii) any products or services purchased or obtained by you in connection with BLOCKCHAINCONFERENCES.IO, or (iv) the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. BLOCKCHAINCONFERENCES.IO reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify BLOCKCHAINCONFERENCES.IO and you agree to cooperate with our defense of these claims. You agree not to settle any such matter without the prior written consent of BLOCKCHAINCONFERENCES.IO. BLOCKCHAINCONFERENCES.IO will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it. In addition, you acknowledge that BLOCKCHAINCONFERENCES.IO is neither responsible for, guaranteeing the accuracy of user-generated Content.

11. Disclaimers and Limitations of Liability:

PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF THE VISIONAIRE GROUP TO YOU. EACH OF THE SUBSECTIONS BELOW ONLY APPLIES UP TO THE MAXIMUM EXTENT

PERMITTED UNDER APPLICABLE LAW. NOTHING HEREIN IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE WHICH MAY NOT BE LAWFULLY LIMITED. IF YOU ARE UNSURE ABOUT THIS OR ANY OTHER SECTION OF THESE TERMS, PLEASE CONSULT WITH A LEGAL PROFESSIONAL PRIOR TO ACCESSING OR USING BLOCKCHAINCONFERENCES.IO. BY ACCESSING OR USING BLOCKCHAINCONFERENCES.IO, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO THESE TERMS, INCLUDING THIS SECTION. YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS BY AGREEING TO THESE TERMS.

- (a) BLOCKCHAINCONFERENCES.IO IS MADE AVAILABLE TO YOU ON AN "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS, WITH THE EXPRESS UNDERSTANDING THAT THE VISIONAIRE GROUP MAY NOT MONITOR, CONTROL, OR VET USER CONTENT. AS SUCH, YOUR USE OF BLOCKCHAINCONFERENCES.IO IS AT YOUR OWN DISCRETION AND RISK. THE VISIONAIRE GROUP MAKES NO CLAIMS OR PROMISES ABOUT THE QUALITY, ACCURACY, OR RELIABILITY OF BLOCKCHAINCONFERENCES.IO, ITS SAFETY OR SECURITY, OR CONTENT. ACCORDINGLY, THE VISIONAIRE GROUP IS NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE, INCLUDING, WITHOUT LIMITATION, FROM (i) BLOCKCHAINCONFERENCES.IO'S INOPERABILITY, UNAVAILABILITY OR SECURITY VULNERABILITIES AND/OR (ii) FROM YOUR RELIANCE ON THE QUALITY, ACCURACY, OR RELIABILITY OF THE BUSINESS LISTINGS, RATINGS, REVIEWS, METRICS OR REVIEW FILTER FOUND ON, USED ON, OR MADE AVAILABLE THROUGH BLOCKCHAINCONFERENCES.IO, AND/OR (iii) ANY INJURIES, DAMAGES, OR LIABILITIES OF ANY KIND WHATSOEVER, SUFFERED AND/OR INCURRED BY YOU AS A RESULT OF YOUR USE OF ANY TOUR AND/OR ACTIVITY, AND/OR (iv) ANY LOSS OR DAMAGES AS A RESULT OF HOTEL SERVICES USED BY YOU THROUGH BLOCKCHAINCONFERENCES.IO.
- (b) THE VISIONAIRE GROUP MAKES NO CLAIMS OR PROMISES WITH RESPECT TO ANY THIRD PARTY, SUCH AS THE BUSINESSES OR ADVERTISERS LISTED ON BLOCKCHAINCONFERENCES.IO OR BLOCKCHAINCONFERENCES.IO'S USERS. ACCORDINGLY, THE VISIONAIRE GROUP IS NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE FROM ITS ACTIONS OR OMISSIONS, INCLUDING, FOR EXAMPLE, IF ANOTHER USER OR BUSINESS MISUSES YOUR CONTENT, IDENTITY OR PERSONAL INFORMATION, OR IF YOU HAVE A NEGATIVE EXPERIENCE WITH ONE OF THE BUSINESSES OR ADVERTISERS LISTED OR FEATURED ON BLOCKCHAINCONFERENCES.IO. YOUR PURCHASE AND USE OF PRODUCTS OR SERVICES OFFERED BY THIRD PARTIES THROUGH BLOCKCHAINCONFERENCES.IO IS AT YOUR OWN DISCRETION AND RISK.

- (c) THE VISIONAIRE GROUP EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO THE PRODUCTS OR SERVICES OFFERED BY BUSINESSES LISTED ON BLOCKCHAINCONFERENCES.IO, AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED TO YOU BY A REPRESENTATIVE OF ONE OF THE BLOCKCHAINCONFERENCES.IO ENTITIES SHALL CREATE A REPRESENTATION OR WARRANTY.
- (d) YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH BLOCKCHAINCONFERENCES.IO, RELATED SERVICES, OR ANY OTHER GRIEVANCE SHALL BE YOUR TERMINATION AND DISCONTINUATION OF ACCESS TO, OR USE OF BLOCKCHAINCONFERENCES.IO.
- (e) THE BLOCKCHAINCONFERENCES.IO'S MAXIMUM AGGREGATE LIABILITY TO YOU FOR LOSSES OR DAMAGES THAT YOU SUFFER IN CONNECTION WITH BLOCKCHAINCONFERENCES.IO OR THESE TERMS IS LIMITED TO THE LESSOR OF (i) THE AMOUNT PAID, IF ANY, BY YOU IN CONNECTION WITH BLOCKCHAINCONFERENCES.IO IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, OR (ii) \$100.
- (f) THE VISIONAIRE GROUP DISCLAIMS LIABILITY FOR ANY (i) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES, (ii) LOSS OF PROFITS, (iii) BUSINESS INTERRUPTION, (iv) REPUTATIONAL HARM, OR (v) LOSS OF INFORMATION OR DATA.

12. Copyright Dispute Resolution:

The Visionaire Group has adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act or DMCA (posted at www.lcweb.loc.gov/copyright/legislation/dmca.pdf). The address of the Visionaire Group's Designated Agent to Receive Notification of Claimed Infringement ("Designated Agent") is listed at the end of this Section. It is the Visionaire Group's policy to (1) block access to or remove material that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users; and (2) remove and discontinue service to repeat offenders.

- (a) Procedure for Reporting Copyright Infringements: If you believe that material or content residing on or accessible through the Services infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent listed below:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
 - (ii) Identification of works or materials being infringed;
 - (iii) Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that the Visionaire Group is capable of finding and verifying its existence;
 - (iv) Contact information about the notifier including address, telephone number and, if available, email address;
 - (v) A statement that the notifier has a good faith belief that the material identified in (3) is not authorized by the copyright owner, its agent, or the law; and
 - (vi) A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.
- (b) Once Proper Bona Fide Infringement Notification is Received by the Designated Agent: It is the Visionaire Group's policy:
- (i) to remove or disable access to the infringing material;
 - (ii) to notify the content provider, member or user that it has removed or disabled access to the material; and
 - (iii) that repeat offenders will have the infringing material removed from the system and that the Visionaire Group will terminate such content provider's, member's or user's access to the Services.
- (c) Procedure to Supply a Counter-Notice to the Designated Agent: if the content provider, member or user believes that the material that was removed (or to which access was disabled) is not infringing, or the content provider, member or user believes that it has the right to post and use such material from the copyright owner, the copyright owner's agent, or, pursuant to the law, the content provider, member, or user, must send a counter-notice containing the following information to the Designated Agent listed below:
- (i) A physical or electronic signature of the content provider, member or user;
 - (ii) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled;
 - (iii) A statement that the content provider, member or user has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material; and
 - (iv) Content provider's, member's or user's name, address, telephone number, and, if available, email address, and a statement that such person or entity consents to the jurisdiction of the Federal Court for the judicial district in which the content provider's, member's or user's address is located, or, if the content provider's, member's or user's address is located outside the United States, for any judicial district in which BLOCKCHAINCONFERENCES.IO is located, and that such person or

entity will accept service of process from the person who provided notification of the alleged infringement.

- (d) If a counter-notice is received by the Designated Agent, the Visionaire Group may send a copy of the counter-notice to the original complaining party informing that person that the Visionaire Group may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at the Visionaire Group's sole discretion. Please contact the Visionaire Group's Designated Agent to Receive Notification of Claimed Infringement at contact@blockchainconferences.io.

13. Choice of Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflict of laws provisions thereof. In the event of any dispute or claim arising from or relating to the subject matter of this Agreement, the parties shall first attempt to resolve such dispute or claim through voluntary mediation for a period of thirty (30) days, provided, however, that if any such dispute or claim is not so resolved, then such dispute or claim shall be finally settled by arbitration in Dover, Delaware, using the English language in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Streamlined Arbitration Rules and Procedures of JAMS. Judgment upon the award so rendered may be entered in a court having jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the United States Federal Courts located in Dover, Delaware.

14. Termination:

You may elect not to use BLOCKCHAINCONFERNCES.IO at any time and for any reason.

- (a) We may suspend your ability to use certain portions of the BLOCKCHAINCONFERNCES.IO, and/or ban you altogether from BLOCKCHAINCONFERNCES.IO for any or no reason, and without notice or liability of any kind.
- (b) In the event of any such termination or non-use Sections 1, 5, 6, 9–14 will continue in full force and effect, including our right to use our Content as detailed in Section 5.

15. General Terms:

- (a) We reserve the right to modify, update, or discontinue BLOCKCHAINCONFERENCES.IO at our sole discretion, at any time, for any or no reason, and without notice or liability.
- (b) We may provide you with notices, including those regarding changes to the Terms by email, regular mail or communications through BLOCKCHAINCONFERENCES.IO.
- (c) Except as otherwise stated in Section 10, 11, 12, 13 and 14 above, nothing herein is intended, nor will be deemed, to confer rights or remedies upon any third party.
- (d) The Terms contain the entire agreement between you and us regarding the use of the BLOCKCHAINCONFERENCES.IO, and supersede any prior oral or written agreement between you and us on such subject matter. The parties acknowledge that no reliance is placed on any representation made but not expressly contained in these Terms.
- (e) Any failure on the Visionaire Group's part to exercise or enforce any right or provision of the Terms does not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any other rights hereunder.
- (f) If any provision of the Terms is found to be unenforceable or invalid, then only that provision shall be modified to reflect the parties' intention or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect and enforceable.
- (g) The Terms, and any rights or obligations hereunder, are not assignable, transferable or sub-licensable by you except with the Visionaire Group's prior written consent but may be assigned or transferred by us without restriction. Any attempted assignment by you shall violate these Terms and be void ab initio.
- (h) The section titles in the Terms are for convenience only and have no legal or contractual effect.

BLOCKCHAINCONFERENCES.IO™

PRIVACY POLICY ADDENDUM

TERMS AND CONDITIONS

These Terms of Service (collectively the "Terms") have been updated and govern your access to and use of the websites, mobile applications, and any website or communication devices that reference or contain content and/or links to, or references, these Terms of Service in connection with BLOCKCHAINCONFERENCES.IO™, which is owned and/or controlled by Visionaire LLC, a Delaware limited liability corporation, which includes, for purposes of these Terms of Service, without limitation, Visionaire LLC, d/b/a BLOCKCHAINCONFERENCES.IO (collectively referred to herein as "The Visionaire Group"). All such websites, mobile applications and/or communication devices shall now be referred to herein as "BLOCKCHAINCONFERENCES.IO". By accessing or using BLOCKCHAINCONFERENCES.IO, you are agreeing to these Terms, and accepting a legally-binding agreement with the Visionaire Group. Do not access or use BLOCKCHAINCONFERENCES.IO if you do not agree to be bound by the Terms as outlined below.

These Privacy Terms are effective immediately for users registering for personal accounts after that date and will become effective as January 30, 2019 for pre-existing users.

This Privacy Policy describes our policies on the collection, use, and disclosure of your information in connection with your use of BLOCKCHAINCONFERENCES.IO. The terms "we" and "us" refer to the Visionaire Group.

When you use BLOCKCHAINCONFERENCES.IO you consent to our collection, use, and disclosure of your information as described in this Privacy Policy.

1. Information You Submit

We may store the information you submit to or through BLOCKCHAINCONFERENCES.IO. We use the information to fulfill your requests, provide BLOCKCHAINCONFERENCES.IO functionality, improve BLOCKCHAINCONFERENCES.IO quality, personalize the user experience, display relevant advertising, provide customer support, message you, back up our systems, allow for disaster recovery, and comply with legal obligations. Among the information you submit to or through BLOCKCHAINCONFERENCES.IO, please note:

- (a) **Account Registration/Application:** On submitting your registration and/or application for any conference, either to attend and/or to be featured as a speaker, you may be required to submit your name, your email account, birth date, contact information, and biographical background, including, without limitation, papers written by YOU. When you access BLOCKCHAINCONFERENCES.IO, we opt you in to receive emails from other BLOCKCHAINCONFERENCE.IO users, business owners and Visionaire Group by default. You can manage your email

preferences and modify some of the information associated with your registration/application. Note that you cannot opt out of receiving required administrative or legal notices.

- (b) **Public Content:** All BLOCKCHAINCONFERENCES.IO Content, including the following, without limitation, User Content, and all BLOCKCHAINCONFERENCES.IO content [i.e., photos, lists, profile information (including your gender, first name and last initial), and other content you post to BLOCKCHAINCONFERENCES.IO] is meant for public consumption. We may display this content on BLOCKCHAINCONFERENCES.IO, and further distribute it to a wider audience through third party sites and services.
- (c) **Contacts:** You can invite your friends and followers (e.g., from social media sites like Twitter and Facebook) to join BLOCKCHAINCONFERENCES.IO (i) by using BLOCKCHAINCONFERENCES.IO information so that they can join directly, or (ii) by providing BLOCKCHAINCONFERENCES.IO with your address book contact information from your computer, mobile device, or from any other third party sites like Facebook, so that BLOCKCHAINCONFERENCES.IO can then invite any such friends and followers. If you invite a friend to join and connect with you on BLOCKCHAINCONFERENCES.IO, we may use and store your friends' contact information long enough to process your requests.

2. Messages

If you exchange messages with others through BLOCKCHAINCONFERENCES.IO, we may store these messages in order to deliver them and allow you to manage them. If you send information from BLOCKCHAINCONFERENCES.IO to your phone via SMS text message, we may log your phone number, phone carrier, and the date and time that the message was processed. Carriers may charge recipients for texts that they receive. For more information on controlling your personal data, please see Sections 4 and 5, below.

3. Cookies and Other Information BLOCKCHAINCONFERENCES.IO Collects

In addition to the information you submit to or through BLOCKCHAINCONFERENCES.IO, we also collect and store information from and about you in the course of your use of BLOCKCHAINCONFERENCES.IO. We use this information to analyze and track user behavior, personalize your experience, associate it with other information about you, provide the functionality and improve the quality of BLOCKCHAINCONFERENCES.IO, help comply with legal obligations, and may use it to display relevant advertising. We collect this information in a couple of different ways as follows:

- (a) **Cookies:** We may use cookies, web beacons, local shared objects (sometimes called "flash cookies"), and similar technology in connection with your use of BLOCKCHAINCONFERENCES.IO ("Cookies"). Cookies are small data files

that may have unique identifiers, and reside, among other places, on your computer or mobile device, in emails we send to you, and on our web pages. Cookies may transmit information about you and your use of BLOCKCHAINCONFERENCES.IO, such as your browser type, search preferences, data relating to advertisements that have been displayed to you or that you have clicked on, and the date and time of your use. You can disable some (but not all) Cookies in your device or browser settings but doing so may affect your ability to use BLOCKCHAINCONFERENCES.IO.

- (b) **Server Logs:** Our servers log information about your use of BLOCKCHAINCONFERENCES.IO, such as your search activity, the pages you view, the date and time of your visit, and the businesses you call using our mobile applications. Our servers also log information that your computer or mobile device provides to us in connection with your use of BLOCKCHAINCONFERENCES.IO, such as your browser type, browser language, IP address, mobile carrier, unique device identifier, location, and requested and referring URLs. You may be able to adjust the settings on your computer or mobile device to limit the information it shares with us.

4. **Third Parties**

- (a) **Private:** We do not rent, share, sell or trade personally identifiable information with third parties for their direct marketing purposes.
- (b) **Note the following:**
 - (i) **Service Providers:** Some of the services that are offered through BLOCKCHAINCONFERENCES.IO are provided by third-party providers, like conference booking, and the like. We also outsource some of our own functions to third-party providers, such as technical and customer support, tracking and reporting functions, quality assurance testing, payment processing functions, and other services. We may share information from or about you with these third-party providers so that they can perform their services or complete your requests.
 - (ii) **Aggregate Information:** We may share user information in the aggregate with third parties, such as advertisers and content distributors. For example, we may disclose the number of users that have been exposed to, or clicked on, advertisements.
 - (iii) **Business Transfers:** We may share information from or about you with subsidiaries, joint ventures, or other companies under common control, in which case we will require them to honor this Privacy Policy. If another company acquires BLOCKCHAINCONFERENCES.IO or all or substantially all of our assets, that company will possess the same information, and will assume the rights and obligations with respect to that information as described in this Privacy Policy.

- (iv) **Investigations:** We may investigate and disclose information from or about you if we have a good faith belief that such investigation or disclosure is (1) reasonably necessary to comply with legal process and law enforcement instructions and orders, such as a search warrant, subpoena, statute, judicial proceeding, or other legal process served on us; (2) helpful to prevent, investigate, or identify possible wrongdoing in Connection with BLOCKCHAINCONFERENCES.IO; or (3) protect our rights, reputation, property, or that of our users' affiliates, or the public.
- (v) **Links:** BLOCKCHAINCONFERENCES.IO may contain links to unaffiliated third-party websites. Except as set forth herein, we do not share your personal information with them, and are not responsible for their privacy practices. We suggest you read the privacy policies on all such third-party websites.
- (vi) **Facebook and Twitter:** You can connect your BLOCKCHAINCONFERENCES.IO account to your accounts on third-party services like Facebook or Twitter, in which case we may collect and store information identifying your account with the third-party service. We use the information to help you connect and share public content with your friends and followers. You can manage these settings.

5. Controlling Your Personal Data

Other users may be able to identify you, or associate you with you, when you either register or apply for a conference on BLOCKCHAINCONFERENCE.IO and provide personal information required by the applicable conference. Users can also use the Member Search feature to find one another based on their names or email addresses. Please also note that the messages you send or receive using BLOCKCHAINCONFERENCE.IO are only private to the extent that you and the sender/recipient keep them private. For example, we do not have any control over whether a recipient of one of your personal messages publicly posts it or its contents.

6. Data Retention and Account Termination

If you terminate your account, we may continue to show some of your content in anonymized form. We may also keep personal information in our active systems for a period of five (5) years (or longer if required by law) in order to ensure our ability to satisfy the authorized uses under this Privacy Policy. For example, we may use retained data to prevent, investigate, or identify possible wrongdoing in connection with BLOCKCHAINCONFERENCES.IO or to comply with legal obligations. Please also note that information may exist in backup storage even after it has been removed from our active databases. If you are terminating a business account, the personal information associated with your account will be removed according to the terms of this Policy. However your business listing will remain visible, including consumer reviews about your business.

We will respond to requests relating to personal data sent from within the European Union according to the procedures mandated by the member state from where the request is sent. You will receive a written response to your request within 30 days.

7. Children

The BLOCKCHAINCONFERENCES.IO is intended for general audiences and is not directed to children under 13. We do not knowingly collect personal information from children under 13. If you become aware that a child under 13 has provided us with personal information without parental consent, please contact us. If we become aware that a child under 13 has provided us with personal information without parental consent, we take steps to remove such information and terminate the child's account.

8. Security

We follow generally-accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it. No method of transmission over the Internet or via mobile device, or method of electronic storage, is 100% secure, however. Therefore, while we strive to use commercially-acceptable means to protect your personal information, we cannot guarantee its absolute security.

9. Dispute Resolution

If you believe that BLOCKCHAINCONFERENCES.IO has not adhered to this Privacy Policy, you may contact the Visionaire Group at contact@blockchainconferences.io.

10. Modifications to This Privacy Policy

We may revise this Privacy Policy from time to time. The most current version of the Privacy Policy will govern our use of your information. If we make material changes to this Privacy Policy, we will notify you by email or by posting a notice on BLOCKCHAINCONFERENCES.IO prior to the effective date of the changes. By continuing to access or use BLOCKCHAINCONFERENCES.IO after those changes become effective, you agree to be bound by the revised Privacy Policy.

DATA PROCESSING ADDENDUM

This Data Processing Addendum (“DPA”) is entered into as of the Addendum Effective Date and forms part of BLOCKCHAINCONFERENCES.IO’s (defined below) Terms of Service (available at www.blockchainconferences.io) or other agreement by and between: (1) Visionaire LLC, a Delaware limited liability corporation, (“BLOCKCHAINCONFERENCES.IO”) and/or BLOCKCHAINCONFERENCES.IO Affiliates (defined below); and (2) the undersigned customer of BLOCKCHAINCONFERENCES.IO and/or any BLOCKCHAINCONFERENCES.IO Affiliates (“Customer”) for Services (defined below) provided by BLOCKCHAINCONFERENCES.IO and/or any BLOCKCHAINCONFERENCES.IO Affiliates to reflect the parties’ agreement with regard to the Processing of Personal Data (defined below) (the “Agreement”). Each Customer, BLOCKCHAINCONFERENCES.IO and any BLOCKCHAINCONFERENCES.IO Affiliate that is party to the Agreement may be referred to herein as a “party” and together as the “parties.”

Customer enters into this DPA on behalf of itself and, to the extent required, under applicable Data Protection Laws, in the name and on behalf of its Customer Affiliates, if and to the extent BLOCKCHAINCONFERENCES.IO and/or any BLOCKCHAINCONFERENCES.IO Affiliate Processes Personal Data for which such Customer Affiliates qualify as a Data Controller. For the purposes of this DPA only, and except where indicated otherwise, the term "Customer" shall include Customer and Customer Affiliates and the term “BLOCKCHAINCONFERENCES.IO” shall include BLOCKCHAINCONFERENCES.IO and BLOCKCHAINCONFERENCES.IO Affiliates.

In the course of providing the Services to Customer pursuant to the Agreement, BLOCKCHAINCONFERENCES.IO may Process Personal Data on behalf of Customer and the parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

HOW TO EXECUTE THIS DPA

Customer will be deemed to have agreed to the Agreement and this DPA if continuing to use the Services on or after January 30, 2019.

HOW THIS DPA APPLIES

If the Customer agreeing to this DPA is a party to the Agreement, this DPA is an addendum to and forms part of the Agreement. In such case, BLOCKCHAINCONFERENCES.IO is party to this DPA.

If the Customer agreeing to this DPA is not a party to the Agreement, this DPA is not valid and is not legally binding. Such Customer should request that a Customer who is a party to the Agreement execute this DPA.

This DPA shall not replace any comparable or additional rights relating to Processing of BLOCKCHAINCONFERENCES.IO’s data contained in the Agreement (including, without limitation, any existing data processing addendum to the Agreement).

DATA PROCESSING TERMS

1. DEFINITIONS

1.1. In this DPA the following terms shall have the meanings set out in this Paragraph 1.1, unless expressly stated otherwise:

- (a) “**Addendum Effective Date**” means (a) January 30, 2019, if Customer clicked to accept or the parties otherwise agreed to this DPA in respect of the applicable Agreement prior to or on such date; or (b) the date on which Customer clicked to accept or the parties otherwise agreed to this DPA in respect of the applicable Agreement, if such date is after January 30, 2019.
- (b) “**Adequate Country**” means a country or territory outside the European Economic Area that the European Commission has deemed to provide an adequate level of protection for Personal Data pursuant to a decision made in accordance Article 45(1) of the GDPR.
- (c) “**BLOCKCHAINCONFERENCES.IO Affiliates**” means any companies which are controlled by BLOCKCHAINCONFERENCES.IO, which control BLOCKCHAINCONFERENCES.IO, or which are under common control with BLOCKCHAINCONFERENCES.IO and are Data Processors of any Customer Personal Data. For these purposes, “control” and its derivatives mean to hold, directly or indirectly, more than 50% of the respective shares with voting rights.
- (d) “**Anonymised Data**” means any Personal Data (including Customer Personal Data), which has been anonymised such that the Data Subject to whom it relates cannot be identified, directly or indirectly, by BLOCKCHAINCONFERENCES.IO, a BLOCKCHAINCONFERENCES.IO Affiliate or any other party reasonably likely to receive, or access, that anonymised Personal Data.
- (e) “**Business Day**” means any day which is not a Saturday, Sunday or public holiday, and on which the banks are open for business, in San Francisco, California.
- (f) “**Cessation Date**” has the meaning given in Paragraph 9.1.
- (g) “**Controller Data**” means any Personal Data BLOCKCHAINCONFERENCES.IO independently collects from a Data Subject or a third party, for Processing or other legitimate business purposes in connection with BLOCKCHAINCONFERENCES.IO providing certain services to the Data Subject.
- (h) “**Customer Affiliates**” means any companies which are controlled by Customer, which control Customer, or which are under common control with Customer and either: (i) are Data Controllers of any Customer Personal Data; and/or (ii) on whose behalf BLOCKCHAINCONFERENCES.IO, a BLOCKCHAINCONFERENCES.IO Affiliate and/or any Subprocessor otherwise processes any Customer Personal Data. For these purposes, “**control**” and its derivatives mean to hold, directly or indirectly, more than 50% of the respective shares with voting rights.

- (i) “**Customer Personal Data**” means any Personal Data Processed by or on behalf of BLOCKCHAINCONFERENCES.IO, or on behalf of Customer under the Agreement excluding any Controller Data.
- (j) “**Data Protection Laws**” means the EU General Data Protection Regulation 2016/679 (the “**GDPR**”), and to the extent the GDPR is no longer applicable in the United Kingdom, any implementing legislation or legislation having equivalent effect in the United Kingdom (references to “**Articles**” or “**Chapters**” of the GDPR shall be construed accordingly).
- (k) “**Data Subject Request**” means the exercise by Data Subjects of their rights under, and in accordance with, Chapter III of the GDPR.
- (l) “**Data Subject**” means the identified or identifiable natural person located in the European Economic Area to whom Customer Personal Data relates.
- (m) “**Delete**” means to remove or obliterate Personal Data such that it cannot be recovered or reconstructed, and “**Deletion**” shall be construed accordingly.
- (n) “**Personnel**” means a person’s employees, agents, consultants or contractors.
- (o) “**Post-cessation Storage Period**” has the meaning given in Paragraph 9.2.
- (p) “**Restricted Country**” means a country or territory outside the European Economic Area that is not an Adequate Country.
- (q) “**Restricted Transfer**” means: (i) a transfer of Customer Personal Data from Customer to BLOCKCHAINCONFERENCES.IO in a Restricted Country; or (ii) an onward transfer of Customer Personal Data from BLOCKCHAINCONFERENCES.IO to a Subprocessor in a Restricted Country, (in each case) where such transfer would be prohibited by Data Protection Laws without a legal basis therefor under Chapter V of the GDPR.
- (r) “**Services**” means those services and activities to be supplied to or carried out by or on behalf of BLOCKCHAINCONFERENCES.IO and/or BLOCKCHAINCONFERENCES.IO Affiliates for Customer pursuant to the Agreement.
- (s) “**Standard Contractual Clauses**” means the standard contractual clauses issued by the European Commission (from time-to-time) for the transfer of Personal Data from Data Controllers established inside the European Economic Area to Data Processors established in Restricted Countries.
- (t) “**Subprocessor**” means any third party appointed by or on behalf of BLOCKCHAINCONFERENCES.IO and/or BLOCKCHAINCONFERENCES.IO Affiliates to Process Customer Personal Data.

1.2. In this DPA:

- (a) the terms, “**Data Controller**”, “**Data Processor**”, “**Personal Data**”, “**Personal Data Breach**”, “**Process**” (and its derivatives) and “**Supervisory Authority**” shall have the meaning ascribed to the corresponding terms in the Data Protection Laws;
- (b) unless otherwise defined in this DPA, all capitalized terms shall have the meaning given to them in the Agreement; and

- (c) any reference to any statute, regulation or other legislation in this DPA shall be construed as meaning such statute, regulation or other legislation, together with any applicable judicial or administrative interpretation thereof (including any binding guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant Supervisory Authority).

2. PROCESSING OF CUSTOMER PERSONAL DATA

- 2.1. In respect of Customer Personal Data, the parties acknowledge that:
 - (a) BLOCKCHAINCONFERENCES.IO acts as a Data Processor; and
 - (b) Customer acts as the Data Controller.
- 2.2. BLOCKCHAINCONFERENCES.IO shall:
 - (a) comply with all applicable Data Protection Laws in Processing Customer Personal Data; and
 - (b) not Process Customer Personal Data other than:
 - (i) on Customer's instructions (subject always to Paragraph 2.9); and
 - (ii) as required by applicable laws.
- 2.3. [Intentionally Omitted]
- 2.4. Customer instructs BLOCKCHAINCONFERENCES.IO to Process Customer Personal Data as necessary:
 - (a) to provide the Services to Customer; and
 - (b) to perform BLOCKCHAINCONFERENCES.IO's obligations and exercise BLOCKCHAINCONFERENCES.IO's rights under the Agreement.
- 2.5. Annex 1 (Data Processing Details) sets out certain information regarding BLOCKCHAINCONFERENCES.IO's Processing of Customer Personal Data as required by Article 28(3) of the GDPR.
- 2.6. Customer may amend Annex 1 (Data Processing Details) on written notice to BLOCKCHAINCONFERENCES.IO from time to time as Customer reasonably considers necessary to meet any applicable requirements of Data Protection Laws.
- 2.7. Nothing in Annex 1 (Data Processing Details) (including as amended pursuant to Paragraph 2.6) confers any right or imposes any obligation on any party to this DPA.
- 2.8. Where BLOCKCHAINCONFERENCES.IO receives an instruction from Customer that, in its reasonable opinion, infringes the GDPR, BLOCKCHAINCONFERENCES.IO shall inform Customer.
- 2.9. Customer acknowledges and agrees that any instructions issued by Customer with regards to the Processing of Customer Personal Data by or on behalf of BLOCKCHAINCONFERENCES.IO pursuant to or in connection with the Agreement:
 - (a) shall be strictly required for the sole purpose of ensuring compliance with Data Protection Laws; and
 - (b) (without limitation to the generality of Paragraph 2.7) shall not relate to the scope

of, or otherwise materially change, the Services to be provided by BLOCKCHAINCONFERENCES.IO under the Agreement.

- 2.10. Notwithstanding anything to the contrary herein, BLOCKCHAINCONFERENCES.IO may terminate the Agreement in its entirety upon written notice to Customer with immediate effect if BLOCKCHAINCONFERENCES.IO considers (in its reasonable discretion) that:
- (a) it is unable to adhere to, perform or implement any instructions issued by Customer due to the technical limitations of its systems, equipment and/or facilities; and/or
 - (b) to adhere to, perform or implement any such instructions would require disproportionate effort (whether in terms of time, cost, available technology, manpower or otherwise).

For the avoidance of doubt, this Paragraph 2.10 does not refer to the instructions set out in Paragraph 2.4.

- 2.11. Customer represents and warrants on an ongoing basis that, for the purposes of Article 6 of the GDPR, there is, and will be throughout the term of the Agreement, a valid legal basis for the Processing by BLOCKCHAINCONFERENCES.IO of Customer Personal Data in accordance with this DPA and the Agreement (including, any and all instructions issued by Customer from time to time in respect of such Processing).

3. BLOCKCHAINCONFERENCES.IO PERSONNEL

- 3.1. BLOCKCHAINCONFERENCES.IO shall take reasonable steps to ensure the reliability of any BLOCKCHAINCONFERENCES.IO Personnel who Process Customer Personal Data, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. SECURITY

- 4.1. Taking into account the state of the art of processing data, the costs of implementation and the nature, scope, context and purposes of Processing Customer Personal Data as well as the risk (which may be of varying likelihood and severity) for the rights and freedoms of natural persons, BLOCKCHAINCONFERENCES.IO shall in relation to Customer Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.
- 4.2. In assessing the appropriate level of security, BLOCKCHAINCONFERENCES.IO shall take account in the particular risks presented by the Processing, and in particular from a Personal Data Breach.

5. SUBPROCESSING

- 5.1. Customer authorizes BLOCKCHAINCONFERENCES.IO to appoint Subprocessors in accordance with this Paragraph 5.

- 5.2. BLOCKCHAINCONFERENCES.IO may continue to use those Subprocessors already engaged by BLOCKCHAINCONFERENCES.IO as at the date of this DPA, subject to BLOCKCHAINCONFERENCES.IO meeting within a reasonable timeframe (or having already met) the obligations set out in Paragraph 5.4.
- 5.3. BLOCKCHAINCONFERENCES.IO shall give Customer prior written notice of the appointment of any new Subprocessor, including reasonable details of the Processing to be undertaken by the Subprocessor. If, within ten business days of receipt of that notice, Customer notifies BLOCKCHAINCONFERENCES.IO in writing of any objections (on reasonable grounds) to the proposed appointment:
- (a) BLOCKCHAINCONFERENCES.IO shall use reasonable efforts to make available a commercially reasonable change in the provision of the Services which avoids the use of that proposed Subprocessor; and
 - (b) where:
 - (i) such a change cannot be made within thirty days from BLOCKCHAINCONFERENCES.IO receipt of Customer's notice;
 - (ii) no commercially reasonable change is available; and/or
 - (iii) Customer declines to bear the cost of the proposed change, either party may by written notice to the other party with immediate effect terminate the Agreement either in whole or to the extent that it relates to the Services which require the use of the proposed Subprocessor.
- 5.4. With respect to each Subprocessor, BLOCKCHAINCONFERENCES.IO shall ensure that the arrangement between BLOCKCHAINCONFERENCES.IO and the Subprocessor is governed by a written contract including terms which offer at least an equivalent level of protection for Customer Personal Data as those set out in this DPA (including those set out in Paragraph 4).

6. DATA SUBJECT RIGHTS

- 6.1. Taking into account the nature of the Processing, BLOCKCHAINCONFERENCES.IO shall provide Customer with such assistance as may be reasonably necessary and technically possible in the circumstances, to assist Customer in fulfilling its obligation to respond to Data Subject Requests.
- 6.2. BLOCKCHAINCONFERENCES.IO shall:
- (a) promptly notify Customer if BLOCKCHAINCONFERENCES.IO receives a Data Subject Request; and
 - (b) ensure that BLOCKCHAINCONFERENCES.IO does not respond to any Data Subject Request except on the written instructions of Customer (and in such circumstances, at Customer's cost) or as required by applicable laws, in which case BLOCKCHAINCONFERENCES.IO shall to the extent permitted by applicable laws inform Customer of that legal requirement before BLOCKCHAINCONFERENCES.IO responds to the Data Subject Request.

7. PERSONAL DATA BREACH

- 7.1. BLOCKCHAINCONFERENCES.IO shall notify Customer without undue delay upon BLOCKCHAINCONFERENCES.IO becoming aware of a Personal Data Breach affecting Customer Personal Data, providing Customer with sufficient information (insofar as such information is, at such time, within BLOCKCHAINCONFERENCES.IO's possession) to allow Customer to meet any obligations under Data Protection Laws to report the Personal Data Breach to:
- (a) affected Data Subjects; or
 - (b) the relevant Supervisory Authority(ies) (as may be determined in accordance with the Data Protection Laws).
- 7.2. BLOCKCHAINCONFERENCES.IO shall co-operate with Customer and take such reasonable commercial steps as may be reasonably directed by Customer to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

8. DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION

- 8.1. BLOCKCHAINCONFERENCES.IO shall provide reasonable assistance to Customer, at Customer's cost, with any data protection impact assessments, and prior consultations with Supervisory Authorities (as defined in the GDPR), which Customer reasonably considers to be required of Customer by Article 35 or Article 36 of the GDPR, in each case solely in relation to Processing of Customer Personal Data by and taking into account the nature of the Processing by, and information available to, BLOCKCHAINCONFERENCES.IO.

9. DELETION OR RETURN OBLIGATIONS

- 9.1. Subject to Paragraphs 9.2 and 9.5, upon the date of cessation of any Services involving the Processing of Customer Personal Data (the "Cessation Date"), BLOCKCHAINCONFERENCES.IO shall immediately cease all Processing of the Customer Personal Data for any purpose other than for storage.
- 9.2. Subject to Paragraph 9.5, to the extent technically possible in the circumstances (as determined in BLOCKCHAINCONFERENCES.IO's sole discretion), on written request to BLOCKCHAINCONFERENCES.IO (to be made no later than twenty days after the Cessation Date (the "Post-cessation Storage Period"), BLOCKCHAINCONFERENCES.IO shall either (at BLOCKCHAINCONFERENCES.IO's option):
- (a) return a complete copy of all Customer Personal Data within BLOCKCHAINCONFERENCES.IO's possession to Customer by secure file transfer, promptly following which BLOCKCHAINCONFERENCES.IO shall Delete all other copies of such Customer Personal Data; or
 - (b) Delete all Customer Personal Data then within BLOCKCHAINCONFERENCES.IO's possession.
- 9.3. BLOCKCHAINCONFERENCES.IO shall comply with any written request made

pursuant to Paragraph 9.2 within thirty days of the Cessation Date.

- 9.4. In the event that during the Post-cessation Storage Period, Customer does not instruct BLOCKCHAINCONFERENCES.IO in writing to either Delete or return the Customer Personal Data pursuant to Paragraph 9.2, BLOCKCHAINCONFERENCES.IO shall promptly after the expiry of the Post-cessation Storage Period either (at its option):
- (a) Delete; or
 - (b) irreversibly render as Anonymised Data

all Customer Personal Data then within BLOCKCHAINCONFERENCES.IO's possession to the fullest extent technically possible in the circumstances.

- 9.5. BLOCKCHAINCONFERENCES.IO and any Subprocessor may retain Customer Personal Data where required by applicable law, for such period as may be required by such applicable law, provided that BLOCKCHAINCONFERENCES.IO and any such Subprocessor shall ensure:
- (a) the confidentiality of all such Customer Personal Data; and
 - (b) that such Customer Personal Data is only Processed as necessary for the purpose(s) specified in the applicable law requiring its storage and for no other purpose.
- 9.6. If requested by Customer, BLOCKCHAINCONFERENCES.IO shall provide written certification to Customer that it has fully complied with its obligations under this Paragraph 9 without undue delay.

10. AUDIT RIGHTS

- 10.1. BLOCKCHAINCONFERENCES.IO shall make available to Customer on request such information as BLOCKCHAINCONFERENCES.IO (acting reasonably) considers appropriate in the circumstances to demonstrate its compliance with this DPA.
- 10.2. Subject to Paragraphs 10.3 and 10.4, in the event that Customer (acting reasonably) is able to provide documentary evidence that the information made available by BLOCKCHAINCONFERENCES.IO pursuant to Paragraph 10.1 is not sufficient in the circumstances to demonstrate BLOCKCHAINCONFERENCES.IO's compliance with this DPA, BLOCKCHAINCONFERENCES.IO shall allow for, audits, including on-premise inspections, by Customer, or an auditor mandated by Customer, in relation to the Processing of the Customer Personal Data by BLOCKCHAINCONFERENCES.IO.
- 10.3. Customer shall give BLOCKCHAINCONFERENCES.IO reasonable notice of any audit or inspection to be conducted under Paragraph 10.1 (which shall in no event be less than fifteen business days' notice unless required by a Supervisory Authority pursuant to Paragraph 10.4(f)) and shall use its best efforts (and ensure that each of its mandated auditors uses its best efforts) to avoid causing, and hereby indemnifies BLOCKCHAINCONFERENCES.IO in respect of, any damage, injury or disruption to BLOCKCHAINCONFERENCES.IO's premises, equipment, Personnel, data, and business (including any interference with the confidentiality or security of the data of BLOCKCHAINCONFERENCES.IO's other Customers or the availability of BLOCKCHAINCONFERENCES.IO's services to such other Customers) while its

Personnel and/or its auditor's Personnel (if applicable) are on those premises in the course of any on-premise inspection.

- 10.4. BLOCKCHAINCONFERENCES.IO need not give access to its premises for the purposes of such an audit or inspection:
- (a) to any individual unless he or she produces reasonable evidence of their identity and authority;
 - (b) to any auditor whom BLOCKCHAINCONFERENCES.IO has not given its prior written approval (not to be unreasonably withheld);
 - (c) to any auditor unless said auditor enters into a non-disclosure agreement with BLOCKCHAINCONFERENCES.IO on terms acceptable to BLOCKCHAINCONFERENCES.IO;
 - (d) where, and to the extent that, BLOCKCHAINCONFERENCES.IO considers, acting reasonably, that to do so would result in interference with the confidentiality or security of the data of BLOCKCHAINCONFERENCES.IO's other Customers or the availability of BLOCKCHAINCONFERENCES.IO's services to such other Customers;
 - (e) outside normal business hours at those premises; or
 - (f) on more than one occasion in any calendar year during the term of the Agreement, except for any additional audits or inspections which Customer is required to carry out by Data Protection Law or a Supervisory Authority, where Customer has identified the relevant requirement in its notice to BLOCKCHAINCONFERENCES.IO of the audit or inspection.
- 10.5. The parties shall discuss and agree upon the costs, scope, timing, and duration of any inspection or audit to be carried out by or on behalf of Customer pursuant to Paragraph 10.2 in advance of such inspection or audit and, unless otherwise agreed in writing between the parties, Customer shall bear any third party costs in connection with such inspection or audit and reimburse BLOCKCHAINCONFERENCES.IO for all costs incurred by BLOCKCHAINCONFERENCES.IO and time spent by BLOCKCHAINCONFERENCES.IO (at BLOCKCHAINCONFERENCES.IO's then-current professional services rates) in connection with any such inspection or audit.

11. RESTRICTED TRANSFERS

- 11.1. Subject to Paragraph 11.3, to the extent that any Processing by either BLOCKCHAINCONFERENCES.IO or any Subprocessor of Customer Personal Data involves a Restricted Transfer, the parties agree that:
- (a) Customer – as “data exporter”; and
 - (b) BLOCKCHAINCONFERENCES.IO or Subprocessor (as applicable) – as “data importer”, shall enter into the Standard Contractual Clauses in respect of that Restricted Transfer and the associated Processing in accordance with Paragraph 11.3.
- 11.2. In respect of any Standard Contractual Clauses entered into pursuant to Paragraph 11.1:
- (a) Clause 9 of such Standard Contractual Clauses shall be as follows:

“The Clauses shall be governed by the law of the Member State in which the data exporter is established.”

- (b) Clause 11(3) of such Standard Contractual Clauses shall be as follows:

“The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.”

- (c) Appendix 1 to such Standard Contractual Clauses shall include the corresponding information set out in Annex 1 (Data Processing Details); and

- (d) Appendix 2 to such Standard Contractual Clauses shall be as follows:

“The technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) are those established and maintained under Paragraph 4 of the DPA.”

- 11.3. The Standard Contractual Clauses shall be deemed to come into effect under Paragraph 11.1 automatically upon the commencement of the relevant Restricted Transfer provided that Paragraph 11.1 shall not apply to a Restricted Transfer unless its effect is to allow the relevant Restricted Transfer and the associated Processing to take place without breach of applicable Data Protection Laws.

12. ANONYMOUS DATA

- 12.1. Customer acknowledges and agrees that BLOCKCHAINCONFERENCES.IO shall be freely able to use and disclose Anonymised Data for BLOCKCHAINCONFERENCES.IO’s own business purposes without restriction.

13. CONTROLLER DATA

- 13.1. Customer acknowledges and agrees that (as between the parties) BLOCKCHAINCONFERENCES.IO shall be freely able to use and disclose (without restriction) the Controller Data for any such purposes as BLOCKCHAINCONFERENCES.IO may in its sole discretion determine.
- 13.2. To the extent that any Controller Data constitutes Personal Data for the purposes of the Data Protection Laws, BLOCKCHAINCONFERENCES.IO:
- (a) shall be an independent Data Controller in respect of such Controller Data;
 - (b) may independently determine the purposes and means of its Processing of such Controller Data.

14. ORDER OF PRECEDENCE

- 14.1. This DPA shall be incorporated into and form part of the Agreement.
- 14.2. In the event of any conflict or inconsistency between:

- (a) this DPA and the Agreement, this DPA shall prevail; or
- (b) if there are any Standard Contractual Clauses entered into pursuant to Paragraph 11 and this DPA, then those Standard Contractual Clauses shall prevail.

Annex 1

Data Processing Details

This Annex 1 to the DPA includes certain details of the Processing of Customer Personal Data: as required by Article 28(3) GDPR; and (where applicable in accordance with Paragraph 12) to populate Appendix 1 to the Standard Contractual Clauses.

The nature and purpose of the Processing of Customer Personal Data

BLOCKCHAINCONFERENCES.IO will Process Customer Personal Data as necessary to perform the Services pursuant to the Agreement and as further instructed by Customer in its use of the Services.

Subject matter and duration of the Processing of Customer Personal Data

The subject matter and duration of the Processing of the Customer Personal Data are set out in the Agreement and the DPA.

The categories of Data Subjects to whom the Customer Personal Data relates

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Prospects, Customers, business partners and vendors of Customer (who are natural persons)
- Employees or contact persons of Customer's prospects, Customers, business partners and vendors
- Employees, prospective employees, agents, advisors, freelancers of Customer (who are natural persons)
- Customer's users authorized by Customer to use the Services

The types of Customer Personal Data to be Processed

Personal Data

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

Names, titles, position, employer, contact information (email, phone, fax, physical address etc.), identification data, professional life data, personal life data, connection data, investment data, banking data or localization data (including IP addresses).

Special Categories of Personal Data (if any)

Customer may submit special categories of Personal Data to the Services, the extent of which is

determined and controlled by Customer in its sole discretion. Such special categories of Personal Data include, but may not be limited to, Personal Data with information revealing racial or ethnic origins, political opinions, religious or philosophical beliefs, trade-union membership, and the processing of data concerning an individual's health or sex life.

The obligations and rights of Customer

The obligations and rights of Customer are set out in the Agreement and the DPA.