# **Slush Terms & Conditions**

### Introduction and Definitions

Slush organizes the world's leading startup event and prime meeting spot for founders and investors, among top-tier tech talent, executives, and media ("Slush Event").

In these Terms and Conditions ("Terms" or "Agreement") "Slush" or "we" refers to the Slush Oy (Business ID: 2554151-6), incorporated and existing under the laws of Finland whose registered office is at Pursimiehenkatu 29-31 F 316, 00150 Helsinki.

In this Agreement "Slush Services" refers to the websites <u>https://www.slush.org</u> and <u>https://platform.slush.org</u> owned and operated by Slush as well as to the online services, such as the online ticket store and online matchmaking platform, provided by Slush on the websites.

The Slush Services can be used as an individual user ("Individual User") or as an authorized representative of a legal entity ("Business User"). Individual User and the legal entity both jointly "Users" or "you".

The User agrees to be bound by these Terms by registering to the Slush Services. These Terms constitute a binding legal agreement between User and Slush.

"User Account" refers to the profile created for the User upon registration to the Slush Services. Legal entities may create a "Business User Account" when represented by a Business User. An Individual User may create an "Individual User Account" and use such Individual User Account simultaneously as an Individual User and as a Business User.

The Business User confirms that the legal entity accepts these Terms and that the Business User has the right to represent such entity for the purposes of these Terms.

In case of questions regarding these Terms, Users may contact us by e-mail at support@slush.org.

Slush may amend these Terms by publishing the amended Terms on the Slush Services and by notifying our registered Users of the amendment by sending them an e-mail to the address they have submitted to us.

The amended Terms will become effective within 30 days after they have been published.

By continuing to use the Slush Services after the amendments become effective, the Users accept the new terms of this Agreement.

## User accounts

Subject to due registration to the Slush Services and purchase of a ticket to the Slush Event as well as compliance with the terms agreed in this Agreement, User has a limited, non-exclusive, nontransferable, and non-sublicensable right to use the Slush Services in the form offered to you by us from time to time for the purposes set out herein. The User's right to use the Slush Services is valid during the term of this Agreement.

The User may register to the Slush Services by filling out the registration form and creating a User Account on the Slush Services during the relevant registration period.

When registering to Slush Services the User shall provide accurate and complete registration and other information as requested by Slush. The User may modify the information provided on the registration form on the User Account.

Users shall use all reasonable endeavours to prevent unauthorized access to, or use of, the User Account. In the event of or if the User has reason to suspect any unauthorized access or use of the User Account, or if the User's password has been revealed to a third party, the User shall promptly notify Slush thereof.

We have the right to terminate the User's User Account at any time, for example in case we deem that the User has breached this Agreement, added misleading, inaccurate, inappropriate, unauthorized or illegal content to the Slush Services or caused harm to us or the other Users of the Slush Services.

We are continuously developing the Slush Services and we may change or remove different parts of the Slush Services, including its functionalities and features, in part or in whole. We may make modifications or changes to the Slush Services at any time at our sole discretion and without notifying you thereof.

## Use restrictions

The User having a User Account is not permitted and not entitled to do any of the following:

- sign up for a User Account on behalf of someone else;
- use the User Account for transmitting any unauthorized advertising, promotional

materials, junk mail, spam, chain letters, contests, pyramid schemes, or any other form of solicitation or mass messaging;

- use the User Account in violation of applicable law;
- use the User Account in ways that violate intellectual property rights, business secrets or privacy of third parties;
- use the User Account to transmit any material that contains adware, malware, spyware, software viruses, worms or any other computer code designed to interrupt, destroy, or limit the functionality of computer software or equipment.

## Purchase of tickets

Users can purchase their tickets to a Slush Event through the online ticket store on the Slush Services. The purchased ticket shall be assigned to an Individual User Account. Users can change the ticket information and assign tickets through the User Account. Purchased tickets must be assigned to an Individual User Account prior to the relevant Slush Event which the ticket has been purchased for.

Ticket price list is available on the Slush Services. The applicable ticket price shown on the Slush Services includes a ticket sales service fee. In addition to the ticket price, Slush charges any payment method fees where applicable. In addition, other fees may be added to the ticket price. These will be communicated separately on the Slush Services.

All ticket purchases made through the Slush Services are final and tickets are non-refundable. Please note that there is no 14-day right to cancel purchases of tickets to a Slush Event.

Before the Slush Event, Slush has the right to cancel tickets sold through its sales channels that have been obtained fraudulently or are being resold without authorization.

As an exchange for the purchased ticket, Users can collect their corresponding entrance badge upon entering the Slush Event. Slush is not liable for lost, stolen or damaged badges. After receiving the badge, User shall store the badge carefully.

#### User Content on the Slush Services

In connection with the registration and use of the Slush Services Users may submit content, data and information, including without limitation text, photographs and information through the chat function, to the Slush Services ("User Content"). Users are solely responsible for all the content that Users upload/transmit to the Slush Services. In case Slush believes, in its reasonable opinion, that any User Content violates this Agreement, intellectual property rights or any applicable law, Slush shall have the right to delete such User Content.

Slush disclaims any responsibility for the backup and/or retention of any User Content. The Slush Services shall not be used for the back-up of any User Content.

User agrees that Slush does not assume any liability or responsibility in respect to any User Content and User shall at all times ensure that User Content does not infringe any rights of third parties or any applicable law. Furthermore, the User Content shall not be offensive, threatening, libellous, defamatory or otherwise inappropriate. For clarity, Slush is not responsible and shall not be held liable for any User Content, nor does Slush endorse any opinion contained in any User Content.

Slush shall have the right to generate anonymous user data and statistical data from User Content. Slush shall reserve all rights to such anonymised data.

### Intellectual Property Rights

Slush owns and retains all intellectual property rights in the Slush Services. The Slush name and logo are owned by Slush, and may not be copied, imitated or used without the permission of Slush. Nothing in this Agreement shall constitute a transfer of any intellectual property rights or other rights of Slush to the User.

#### Third-party service providers

The Customer acknowledges that some interfaces or integration tools relating to the Slush Services may be provided by third parties and/or may have connections or links to third party service providers' software or systems. Slush Services shall not, under any circumstances, be liable for the actions of such third parties or the parts of the interfaces or integration tools which are delivered, maintained or owned by third parties.

#### Personal Data

Slush collects and processes data, including personal data, in relation to User's registration to and use of the Slush Services in accordance with its Privacy Policy in force from time to time. Slush's Privacy Policy can be found <u>here</u>.

## Term and Termination

This Agreement shall enter into force immediately after the User has finalized the registration to the Slush Services and accepted this Agreement as part of the registration procedure.

Unless otherwise agreed the Agreement shall remain in force until further notice unless terminated by either Party with a 30 days' notice to the other Party. After the termination of the Agreement, Slush shall delete the relevant User Account.

Please note, that a termination of the Agreement leads to the deletion of your User Account. If you have purchased or you have been assigned a ticket to the Slush Event and you have not exchanged the ticket to an entrance badge prior to the termination of the Agreement you will not be able to attend or enter the Slush Event.

## **Liabilities**

Slush will make reasonable efforts to keep the Slush Services operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions.

Slush reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Slush Services.

"Force Majeure Event" means any circumstances beyond the reasonable control of either Party which they cannot reasonably be deemed to have contemplated at the time of the conclusion of the Agreement and the consequences of which they could not reasonably have avoided or overcome, including but not limited to accident, explosion, fire, storm, earthquake, flood, drought, natural disaster, strikes, lockouts, labour disputes, riots, sabotage, terrorist acts, civil war or revolution, war, failure or delay of transportation, acts of governments and their agencies, and laws, regulations, rules, orders and decrees, or other legislative, administrative or judicial mandates.

Except for payment obligations, neither Party shall be deemed to be in breach of the Agreement as long as its failure to perform any of its obligations hereunder is caused solely by a Force Majeure Event. If such event persists for over sixty (60) days, a Party may terminate this Agreement immediately upon written notice to the other Party.

A Force Majeure Event suffered by a subcontractor of a Party shall also discharge such a Party from liability if subcontracting from another source cannot be made without unreasonable costs or a significant delay.

If a Slush Event is cancelled due to a cause attributable to Slush (save for Force Majeure Events) and the Individual User is a consumer, Slush shall reimburse such Individual User the price of the ticket, as set out by Slush. In such cases, Slush shall instruct the User on the reimbursement.

To the fullest extent permitted by applicable law, in no event will Slush be liable to the User or any third party for any indirect, consequential or punitive damages, arising out of the registration to or use of Slush Services or for any direct damages in excess of the amounts actually charged by Slush from the User.

The parties to this Agreement do not restrict their liability for any matter in respect of which, by mandatory law (such as consumer protection laws), it is not permitted to restrict their liability.

### Governing law and disputes

This Agreement shall be governed by and construed in accordance with the laws of Finland, notwithstanding its choice of law provisions.

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, shall be subject to amicable negotiations between the User and Slush.

If the User is a legal entity and no amicable settlement is reached, the dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one. The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be English.

If the Individual User is a consumer and no amicable settlement is reached, the dispute shall be settled by the District Court of Helsinki as the first instance. As a consumer residing in the European Union the consumer may also refer a dispute to online dispute resolution provided by the European Commission (please see http://ec.europa.eu/odr). Finnish consumers may initiate proceedings in the court of their domicile or refer a dispute to the Finnish Consumer Disputes Board (please see kuluttajariita.fi).

## Miscellaneous

This Agreement only covers the Slush Services and the use thereof and any and all linked thirdparty services and platforms are provided by the relevant third parties and covered by their terms of use or other agreement or license. Slush does not assume any liability in regard to use of such thirdparty services and platforms, whether or not they are linked to the Slush Services.

The content on the Slush Services, including, but not limited to, the text, graphics, images, links, and other materials are for informational purposes only. Slush does not recommend or endorse any specific information that may be mentioned on the Slush Services. Reliance on any information provided on the Slush Services is solely at the User's own risk.

If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

No agency, partnership, or employment is created as a result of these Terms.

You may not assign this Agreement to a third party. Slush has the right to assign this Agreement to their affiliates or successors as part of a restructuring, merger, acquisition, asset sale or other corporate reorganization.