



Version: 5/2021

# SLUSH GENERAL TERMS AND CONDITIONS

## 1. INTRODUCTION AND BACKGROUND

Slush Oy, business ID: 2554151-6, incorporated and existing under the laws of Finland and having its registered office is at Malminkatu 16 A, 00100 Helsinki (hereinafter "**Slush**" or "**we**"), is a Finnish-owned company specialized and focused on organizing startup and technology conferences as well as designing and developing online products and software related to the same.

These Slush General Terms and Conditions (hereinafter the "**Terms**") set out the terms and conditions applicable to and in connection with the use of Slush Services. Accordingly, in these Terms, "**Slush Services**" refer to Slush conference, Node by Slush online community node.slush.org, Soaked by Slush media as well as websites slush.org and platform.slush.org, including applicable features such as, but not limited to, online events, online ticket store and online matchmaking platform provided by Slush.

We kindly ask you to read these Terms carefully and note that Slush may, from time to time, amend these Terms. Such amended Terms will be made available on Slush Services, as applicable, and become binding upon the Users thirty (30) days after the Effective Date. All registered Users will receive a notification of amended Terms via e-mail. By continuing to use Slush Services, the User accepts the amended Terms.

The current version of the Terms has been published and applied as of 20 May 2021 May 2021 (hereinafter the "**Effective Date**").

## 2. USE OF SLUSH SERVICES

### 2.1 Users

Slush Services can be used by an individual user ("**Individual User**") or by an authorized representative of a legal entity ("**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. Individual User and the Business User

hereinafter together referred to as the "**User**", or "**you**".

By using and/or registering to Slush Services, the User accepts and agrees to comply with and be bound by these Terms.

### 2.2 User Accounts

The User may register to Slush Services by filling in the registration form and creating a profile (hereinafter the "**User Account**") on Slush Services. The User may be required to create different User Accounts in connection with different Slush Services, such as Node by Slush and Slush platform.

When registering to Slush Services, the User is responsible for providing accurate and complete registration data and other information as requested by Slush. The User may later modify the information provided at the registration phase via personal User Account settings.

Subject to a due registration to Slush Services and purchase of a ticket to the same, as applicable, and compliance with these Terms, Slush grants the User a limited, non-exclusive, non-transferable, and non-sublicensable right to use Slush Services as offered to you by Slush from time to time for the purposes set out herein. Such granted right shall be valid for as long as the User uses Slush Services in accordance with these Terms.

Users shall use all reasonable care and endeavors to prevent unauthorized access to, or use of, the User Account. In the event of, or if the User has justified reasons to suspect any unauthorized access or use of the User Account, or if the User's password has been disclosed to a third party, the User shall promptly notify Slush thereof.

Slush reserves the right to terminate and remove a User Account at any time, for example, in case Slush deems that the User has breached these Terms, added misleading, inaccurate, inappropriate, unauthorized or illegal content to Slush Services or caused harm to us or the other Users of Slush Services.

We are continuously developing Slush Services, and we may, at our sole discretion, change or remove different parts of Slush Services at any time, including any functionality and feature, in part or in whole. Slush may also make some smaller modifications or changes to Slush Services at any time and without notifying you thereof.

### 2.3. Use restrictions

The User having a User Account is not permitted nor 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 laws;
- use the User Account in ways that violate intellectual property rights, confidential information, business secrets, trade 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;
- any other similar use or action as mentioned above.

## **3. PURCHASE OF TICKETS AND TICKET POLICY**

### 3.1 General

Users can purchase tickets to Slush Services through the online ticket store accessible via Slush Services or via third-party ticket purchase platform made accessible from time to time. Please note that the purchased ticket is personal and may require a separate application to be valid (see next section). After a validation process, as applicable, the ticket will be assigned to the registered User and made available under the User Account by Slush. The User can change the ticket information and transfer the ticket to

another registered User through its own User Account. However, please note that the purchased ticket must be transferred to another registered User at least seven (7) days prior to the scheduled Slush Service, for which the ticket was purchased.

Please note that certain tickets (such as Investor Passes, Angel Investor Passes and Startup Passes) are granted and made available, at the sole discretion of Slush and only against an accepted application. Further, any discounted tickets are valid only in combination and/or in conjunction with an authorized identification qualifying for the discount. Such an identification must be presented upon request. If such verification is not provided, the purchased ticket is invalid, and the person will not be granted access to Slush conference or to other Slush Services, as applicable.

### 3.2 Ticket prices and fees

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

All ticket purchases made through online ticket store or another ticket purchase platform are final and tickets are non-refundable.

### 3.3 Slush Badge Claim

Before the relevant Slush Service takes place, Slush has the right to cancel purchased tickets if the tickets have been obtained in breach or violation of these Terms or otherwise fraudulently or wrongfully, or are being resold without authorization.

In connection with the physical Slush conference, Users shall change and collect their entrance badge against purchased ticket before entering to Slush conference. Under no circumstances is Slush responsible for lost, stolen or otherwise damaged or destroyed tickets or badges. After receiving the badge, User shall handle the badge with due care and keep the badge visible at all times during the attendance at Slush conference.

In a situation where a person not registered as a User is seen using Slush badge and/or wristband or if the badge was initially assigned to a different person, the ticket shall be forfeited and the person shall be removed from Slush conference or other Slush Service, as applicable.

#### **4. USER CONTENT ON SLUSH SERVICES**

In connection with the registration and use of Slush Services, Users may submit content, data and information, including without limitation text, photographs and information through the chat function, to Slush Services (“**User Content**”). The User is solely responsible for all content that the User uploads/transmits to Slush Services, including ensuring that it has all relevant rights to the User Content. In case Slush reasonably deems that any User Content violates these Terms, intellectual property rights or applicable law, Slush reserves the right to remove such User Content at any time and at its own discretion.

Accordingly, the User agrees and acknowledges that Slush does not assume any liability or responsibility in respect to any User Content, and the User shall at all times ensure that the User Content does not infringe any rights of third parties or any applicable law. Furthermore, the User Content shall not be offensive, threatening, libelous, 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 expressly disclaims any responsibility for the backup and/or retention of any User Content, and Slush Services shall not be used for back-up purposes of any User Content.

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

#### **5. INTELLECTUAL PROPERTY**

Slush owns and retains all intellectual property rights, including ownership of whatever IPR or confidential information, including know-how and trade secrets, in Slush Services. Slush reserves all rights not expressly granted under these Terms.

Slush's brand name and logo are owned by Slush, and may not be copied, imitated or used without prior written consent of Slush. Nothing in these Terms shall constitute a transfer of any intellectual property rights or other rights of Slush to the User.

It is strictly forbidden for any company, organization or User to attempt to host or organize any event, online or other, in conjunction with, contiguous to or purporting to be related to Slush without prior written consent (if any) and co-operation of Slush provided at its sole discretion.

#### **6. THIRD-PARTY SERVICE PROVIDERS**

The User acknowledges that some interfaces or integration tools relating to 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.

#### **7. PERSONAL DATA**

Slush collects and processes data, including personal data, in relation to User's registration to and use of Slush Services in accordance with its Privacy Policy in force from time to time. Slush's current Privacy Policy can be found at [slush.org](http://slush.org), under the info section.

#### **8. CANCELLATION, POSTPONEMENT AND SUBSTITUTION POLICY**

All fees under these Terms, including e.g. online ticket purchases, Slush conference ticket purchases and registration(s) to the platform, as applicable, are non-refundable in their entirety unless otherwise separately and expressly agreed in writing between Slush and the User.

Slush accepts no responsibility or liability whatsoever for any loss or damage of any kind incurred as a result of substitution, alteration, cancellation, rescheduling or postponement of Slush Services. In case of an unforeseen or exceptional incident, restriction or another circumstance likely having an effect on Slush Services, Slush reserves the right to make changes to the dates and time for all parts of Slush Services. In case of cancellation or

rescheduling any Slush Service for a new date and/or time, Slush may, at its sole discretion, transfer the ticket(s) to be valid on such a new date and/or time, or reimburse costs related to Slush Services and paid by the User to Slush (e.g. purchased ticket and other similar costs) upon the User's request within a reasonable time limit specified by Slush on a case-by-case basis. After such reasonable time limit without the User having contacted Slush about the reimbursement, which shall be at least thirty (30) days, has expired Slush will not be liable for any refund or reimbursement. For the avoidance of doubt, Slush reserves the right to make changes to Slush Services and thereto related schedules.

Please note that while speakers and topics may be confirmed throughout the year, circumstances beyond the control of Slush may necessitate substitutions, alterations or cancellations of the speakers and/or topics. As such, Slush reserves the right to change and/or modify the advertised time schedule and line up of speakers and/or topics if necessary without any liability to the User whatsoever. Any substitutions or adjustments to the foregoing will be updated on Slush's channels as soon as possible.

## 9. LIABILITY

Slush will make commercially reasonable efforts to keep 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 Slush Services.

To the maximum extent allowed by applicable laws, Slush shall not be liable for any direct, indirect or consequential damages arising from or relating to these Terms, Slush Services, or Users participation to Slush Conference and/or registration to Slush Services, or any thereto related activity or participation. However, the limitations set out herein shall not apply to damage caused by willful misconduct or gross negligence.

In order for the claim not to be forfeited, all claims for damage must be made within thirty (30) days from the date that the damage was or

should reasonably have been noticed by the User.

For clarity, Slush accepts no liability for tickets or badges that are lost, stolen or otherwise damaged or destroyed.

## 10. FORCE MAJEURE

Slush will not be liable to the User for any breach, omission, delay or non-performance of its obligations in any event of Force Majeure. Force Majeure shall mean any event mentioned below or any other event, impediment or circumstance occurring within or affecting Slush, which: (i) is not within reasonable control of Slush; (ii) could not reasonably have been avoided or overcome without unreasonable expense and/or loss of time to Slush; and (iii) is not attributable to Slush. If such a Force Majeure Event results in delay or non-performance of Slush Services for a period of sixty (60) days or longer, then Slush will, notwithstanding anything to the contrary, have the right to cancel Slush Services without liability towards the Users.

For the purposes of these Terms, examples of “**Force Majeure Events**” include, but are not limited to, the following events and circumstances: (i) any act of war (whether declared or undeclared), invasion, hostilities, armed conflict or act of foreign enemy, blockage, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage; (ii) act of authority whether lawful or unlawful, compliance with any law or governmental order, rule regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works nationalization; (iii) strikes or go-slows and lock outs that are widespread or nation-wide; (iv) natural events including but not limited to lightning, fire, earthquake, flood, storm, ice, cyclone, typhoon or tornado; and epidemic or other outbreaks of diseases; or (v) radioactive contamination, ionizing radiation, explosion or chemical contamination .

For the avoidance of doubt, Force Majeure Event includes the effects of COVID-19 pandemic to the extent such pandemic results in authority restrictions or other effects which are materially more burdensome than what is reasonably foreseeable on the Effective Date of

these Terms, including possible COVID-19 mutations.

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

## 11. GOVERNING LAW AND DISPUTES

These Terms shall be governed by the laws of Finland, excluding its choice of laws provisions.

Any dispute, controversy or claim arising out of or relating to these Terms, 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](http://kuluttajariita.fi)).

## 12. MISCELLANEOUS

These Terms only cover Slush Services and the use thereof, and any and all linked third-party 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 with regard to use of such third-party services and platforms, whether or not they are linked to Slush Services.

The content on 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 Slush Services. Reliance on any information provided on Slush Services is solely at the User's own risk.

If any provision of these Terms is held invalid or unenforceable, the remainder of these Terms shall continue in full force and effect.

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

In case of questions regarding these Terms, you may contact us by e-mail at [support@slush.org](mailto:support@slush.org).

