

TERMS AND CONDITIONS OF BINARY DISTRICT

(hereinafter referred to as “Terms”) is operative since June 1, 2018, Netherlands, Amsterdam

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Company – Binary District Holding BV (the Kingdom of the Netherlands), legal address, flow 14 World Trade Center, Strawinskylaan 1431, Amsterdam 1077XX, The Netherlands, RN 71430636.

Service – informational online resource, the Company is copyright holder, located at the following Internet address or URL: binarydistrict.com/ru, and providing for the Internet users possibility to book and purchase Electronic tickets and/or Certificates for the Events and for the maintenance and/or any other informational services.

Events – set of informational and consultation services (Courses) in accordance with predefined topics, organized directly by the Company and/or by the order and with participation of the third party (events Providers) as lectures, seminars, webinars, presentations, conferences, meetups etc.

Electronic ticket - an invitation document in electronic digital format for certifying the right of a person who presented it first to attend the Event.

Gift Certificate / Certificate – an invitation document made in electronic digital form, certifying the right of a person who presented it first (Certificate Holder) to purchase an Electronic Ticket on the Service up to the amount of the Certificate's value and during the period of its validity (Open Certificate), or to attend the Event specified or named in such Certificate (Event Certificate).

User - any physical person who possesses legal capacity and ability to act and has access to the Internet. Buyer – User books or purchases online an Electronic Ticket / Certificate via the Service in his or her own name or in the name and on behalf of the third party, legal body or individual entrepreneur.

Speaker – physical person performing at the Event. Objects of intellectual rights – graphic, photo and video materials, texts, descriptions, means of individualization, trademarks, etc., published on the Service by the Company that owns rights for use, or displayed by the Company by the order or with permission of the third party.

Other terms that are used in these Terms shall be interpreted principally in accordance with meaning of such terms defined in the normative legal or regulatory acts of the Russian Federation, secondarily – in accordance with meaning, existing and customary in the Internet.

1. GENERAL TERMS AND CONDITIONS

1.1. The Terms is an official document of Binary District Holding BV and is intended to regulation of legal relations with Service Users in particular: defining of order and conditions of information and services provision; protection of User information; terms of use of intellectual rights objects; rules of purchasing and return of Electronic Ticket/ Certificate for the Events; confidentiality rules; order of cookies use; conditions of message sending, including those related to advertisement; any other conditions foreseen in accordance with the text of the Terms.

1.2. By using the Service, the User unconditionally agrees to accept the Terms as enacted by the effective legislation of the Kingdom of the Netherlands, i.e. Service use, including every access to the Service by any means, implies complete and unconditional accept by the User conditions to the Terms and appendices to it, named in accordance with the text of the Terms.

1.3. Company has the right to change unilaterally conditions of these Terms by means of publishing of the new version of Terms of service on its Service.

1.4. If the User books participation in the Events hosted without purchasing of Electronic ticket and Certificate (open and free Events), the User considers the same provisions of these Terms, except clauses 2, 3, 4 and points 7.2, 7.3 of the Terms.

1.5. Hereby Company notifies Users that it is not responsible for the Russian version of online resource, namely binarydistrict.com/ru, which is use of the third party – Limited Liability Company "CENTER OF NEW TECHNOLOGY", Moscow. Information displayed by "CENTER OF NEW TECHNOLOGY" LLC on the Russian version of online resource binarydistrict.com/ru belongs to the "CENTER OF NEW TECHNOLOGY" LLC, and Company is not anyhow responsible for authenticity, rightfulness of the stated information and quality of the services provided by "CENTER OF NEW TECHNOLOGY" LLC. Conditions of use of online resource binarydistrict.com/ru are regulated by provisions of Terms of use, Policies, Regulations and any other legal documents, displayed on this resource by the respective Company "CENTER OF NEW TECHNOLOGY" LLC.

2. ORDER AND CONDITIONS OF PURCHASING OF ELECTRONIC TICKETS AND CERTIFICATES

2.1. Information concerning the Event (schedule, availability, conditions of services provision, cost of Electronic tickets/Certificates and any other information) posted within Service, may be changed or complemented every moment due to the Company initiative or if any respective requests of the third party – Events Providers – present.

2.2. To book Electronic ticket User has to:

- choose Event at the website binarydistrict.com and, if applicable, choose the date, time, place and amount of Electronic tickets;
- state his or her name and last name;
- state contact information (User telephone number and email);
- agree with the conditions of Terms of use and Personal Data Protection Regulation. Electronic ticket booking does not provide User the possibility to visit Event and does not guarantee that User will be able to buy Electronic ticket in the future if at the moment of booking payment Electronic tickets for the respective Event are bought by other Users.

2.3. To order Electronic ticket/Certificate User has to:

- choose Event at the website binarydistrict.com and, if applicable, choose the date, time, place and amount of Electronic tickets and/or Certificates;
- state his or her name and last name;
- state contact information (User telephone number and email);
- name the Certificate receiver (when Certificate is purchased);
- agree with the conditions of Terms of use and Personal Data Protection Regulation;
- choose the way of payment on account from the list of ways available within Service (via bank card or electronic payment systems).

2.4. After User performs all actions stipulated by point 2.3. of Terms, protected payment page is downloaded or User is redirected to the payment page where User has to:

- feed data requested, in addition User bindingly states and guarantees that he or she has necessary full authority and credentials which are enough for performing payment via means of payment within the Terms, and is fully and solely responsible for breaking provided assurances and guarantees;
- confirm purchasing of the chosen Electronic ticket/Certificate by pushing the button “Pay” (or any other button, pushing of which confirms the agreement to provide payment) and receive from the bank emitted the card (hereinafter referred to as “bank-emitter”) or from the respective electronic payment system confirmation of the payment authorization. Payment authorization is performed by bank-emitter or respective payment system via which the payment is performed. Bank-emitter or electronic payment system may deny payment authorization in case there are foundations specified by the effective legislation of the Kingdom of the Netherlands, rules of bank-emitter, rules of the respective electronic payment system or international payment systems, including cases when bank-emitter or electronic payment systems suspect that payment operation is a fraud. All questions connected with payment performing are to be decided by User with bank-emitter and respective electronic payment system by their own forces and at their own expense without reference to the Terms.

2.5. User is informed that banks and electronic payment systems may charge an additional commission for performing payment operation. All questions and claims connected with the stated commission, including activation of chargeback operation by User, are to be decided by User by his or her own forces and at own expense directly with respective bank and/or electronic payment system.

2.6. Term of online-purchase is time-limited which is stated within Service during choice of Electronic ticket/Certificate. If the choice and payment of the Electronic ticket/Certificate were not performed in appropriate time, the order is automatically cancelled.

2.7. After successful payment of Electronic ticket/Certificate User is redirected from payment page to Company Service.

3. ELECTRONIC TICKET REFUND

3.1. Electronic ticket refund means Purchaser's refusal from informational and consultation services provided to the Purchaser at the chosen Event.

3.2. Electronic ticket refund by Purchaser is possible not later than 7 (seven) calendar days before the day of Event performing.

3.3. Electronic ticket refund by Purchaser in less than 14 (fourteen) calendar days but more than 7 (seven) calendar days before the day of Event is possible if Company withholds 50% (fifty percent) of Electronic ticket cost on account of expenses for premises lease for the Event, equipment, reward payment to the speakers and any other expenses incurred by Company and/or partners of the Company.

3.4. Electronic ticket refund by Purchaser more 14 (fourteen) calendar days before the day of Event is performed without any funds withholding and is 100% (one hundred percent).

3.5. Refund is performed the same way payment was made, during 10 (ten) working days since the date when Company considered respective claim of Purchaser for refund according to paragraph 3.6. of the Terms.

3.6. To refund Electronic ticket Purchaser should write refund claim in free form with application of data which confirm purchasing of Electronic ticket for the Event and direct it to Company help desk, the email is support@binarydistrict.com. Company has a right to consider Purchaser's claim during 3 (three) working days since the date of receiving, and also ask for additional data in case the data indicated by Purchaser is not enough for refund performing. Following the results of claim consideration, Company sends notification to the email of Purchaser from which refund claim was sent, or via Purchaser's phone indicated at purchasing of Electronic ticket.

4. RULES OF CERTIFICATE USE. CERTIFICATE REFUND

4.1. Order of Certificate purchasing is specified by clause 2 of the Terms.

4.2. Refund of the Certificate for the Event is performed only by Purchaser in order and on conditions specified for Electronic ticket refund. Certificate Holder, who is different from Certificate Purchaser, has no right to perform Certificate refund.

4.3. Open Certificate which allows to purchase Electronic ticket for every Event during validity period of Certificate and within its value, is not subject to change and return.

4.5. When Certificate is transferred to another person (Certificate Holder), Purchaser has to inform the person about the rules of Certificate use stated in the Terms. The person who received Certificate, also assumes rights and liabilities of Certificate Holder, specified by these conditions.

4.5. Holder of the Open Certificate during its validity has a right to choose Event, he or she is interested in, in respect of which the sale of Electronic tickets on Service is open, and purchase Electronic ticket for the Event within value of the Open Certificate i.e. cost stated in it and payed by the Purchaser of Certificate. If value of the Open Certificate is not enough for purchasing of Electronic ticket, Open Certificate Holder performs respective additional payment at his or her own expense. If value of the Open Certificate is more than cost of Event chosen by Open Certificate Holder, the difference between Certificate value and Event cost is not subject to return and to count in respect of future purchasing of Electronic tickets.

4.6. Holder of Certificate for the Event visits Event on the same conditions with Purchaser of Electronic ticket, exchange of Certificate for Electronic ticket is not necessary.

5. RULES OF EVENTS ATTENDANCE. SHOOTING PERMISSION

5.1. Purchaser unconditionally agrees and guarantees that is properly informed and as well has notified persons in respect of which Electronic tickets and/or Certificates were purchased, about the following Rules:

5.1.1. Company has a right to invite speakers for the Event at its own discretion;

5.1.2. Company has a right to perform photo and video shooting during the Event and use result materials at its own discretion, including citing and creating commercials of an advertising nature used for Events promotion, and Purchaser agrees and confirms that hereby he/she or third party in respect of which Electronic tickets and/or Certificates were purchased, provided Company with agreement to use images of Purchasers or third party mentioned above received as a result of photo and video shooting during the Event, including agreement for Company to use images of children of minority age taking part in the Event as Attendants with consent of their parents, the guarantee of receiving such agreement is also laid upon Purchaser. This agreement is provided free of charge, and Purchaser or third party in respect of which Electronic tickets and/or Certificates were purchased, hereby guarantee that they will not hinder distribution of materials with result images and/or demand reward payment.

5.1.3. Company has a right not to allow Purchaser or third party in respect of which Electronic tickets and/or Certificates were purchased (according to the text of the Terms, hereinafter referred to as Attendant) visit the Event if:

- Name and surname of Attendant are not stated in list of persons who bought Electronic ticket and/or Certificate and Attendant cannot confirm additionally that he or she purchased Electronic tickets and/or Certificates for the Event or such Electronic tickets or Certificates were purchased for him/her;
- If Attendant is not of full age and is without being accompanied or written respect of the parents or any other legal representatives;
- If Attendant is being intoxicated;
- If Attendant tries to get into the territory of Event with prohibited objects, such as: any firearms, gas spray guns and cold arms; explosives, flammable material, pyrotechnics of every type, poisonous, toxic and caustic substances; strong drinks, narcotic drugs and psychotropic substances; piercing and/or cutting objects without protective cases.

5.1.4. Every moment Company has a right to deny Attendant further participation in the Event and ask him or her to leave the territory of Event in case if:

- Attendant behaves incorrectly towards other Attendants, speakers, Company representatives and/or representatives of Events Provider, viz: offend stated persons; interrupts speakers; hinders Event performing in any other way and/or creates situation hindering Event performing;
- Attendant violates rules specified at the territory of Event performing, in particular: smoking at not specially designated location; sign writing and/or any other property damage; public intoxication;
- Attendant performs audio or video shooting of the Event without Company permission.

5.1.5. When situations described in paragraphs 5.1.3., 5.1.4. occur, Attendant is not refunded in any way for expenses he/she or third party incurred due to purchasing of Electronic ticket or Certificate.

5.1.6. Company does not have to provide Attendants of the Events with food or accommodation even if the Event takes several days.

6. RULES OF EVENTS ATTENDANCE BY MEDIA REPRESENTATIVES

6.1. Accreditation of media representatives (hereinafter referred to as Media) for Event participation is to be performed in accordance to Media Regulations and these Rules in order to adjust work of media representatives.

6.2. Company has a right to deny accreditation to media representatives from periodical which is noncore for the Event topic; in case of providing invalid data and information; when to the moment of reference Media has frozen or ceased its activities; persons who represent advertising agency, advertising literature, catalogues etc.

6.3. One Media may ask for participation of one journalist and one photojournalist. Under conditions of productions necessity in accordance to Company decision it is allowed more representatives of one Media.

6.4. Accreditation does not provide rights for distribution of promotional materials (leaflets, booklets, printed matters) at the territory of Event.

6.5. Accreditation provides free attendance of the Event.

6.6. All questions considering work organization with media representatives and accreditation acquisition should be discussed on the following contacts: +31206625501, support@binarydistrict.com.

7. RULES OF ATTENDANCE ABANDONMENT, SUBSTITUTION OR ADJOURNMENT

7.1. Company directly or due to the requirement of other Event Provider, has a right to adjourn Event term, notifying Purchaser in advance 24 (twenty four) hours before the start with indication of precise new time of the Event.

7.2. When Purchaser cannot attend Event at the newly appointed time, Purchaser is obliged to inform Company and demand electively: a) return of Electronic ticket/Certificate for the Event in accordance to paragraph 4.3. of the Terms, b) attendance of another Event which is to be performed at more convenient for Purchaser time, providing that cost of participation in this event complies with the cost of Electronic ticket/Certificate for the Event purchased earlier.

7.3. When Purchaser does not raise the named demand before the day of Event according to the new time, Company has a right to deny a refund of Electronic ticket/Certificate for the Event or substitution of the Event for another one.

7.4. Any other questions considering refund of Electronic ticket/Certificate for the Event, Purchaser should apply the following contacts: +31206625501, support@binarydistrict.com.

8. RULES OF USE SERVICE MATERIALS. INTELLECTUAL PROPERTY RIGHTS

8.1. Company is a legal rights holder of materials (text, graphic, photo and video materials), and also means of identification, trademarks, any other objects of intellectual rights located on Service, and owns respective agreements and allowance for this location from right holders of such objects.

8.2. Company has a right to deny any copying, distribution, replication, any other use of objects of intellectual rights indicated in paragraph 8.1. of these Terms, is such copying, distribution, replication breaks the rights and legal interests of Company.

8.3. Breaking of exclusive rights for use of objects of intellectual rights is prosecuted according to administrative, civil and criminal liability. Use of any materials represented on Service for purposes anyhow different from informational is prohibited.

8.4. Company provides consent to quotation and any other stated by the law use of materials, under obligatory compliance with conditions of the source indication, viz:

- On the pages of printed publication: Name of material. Authors (if any present and indicated on Service). BINARY DISTRICT;
- In the Internet: Name of material. Authors (if any present and indicated on Service), hyperlink to the respective page of Service. Any other use of materials located, distributed and provided on Service is permitted under conditions of statutory compliance, conditions defined by the Terms and according to the additional agreement received on behalf of the Company.

9. ORDER OF ORGANIZATION OF PROMOTIONAL MAIL AND NEWSLETTERS. COOKIES USE

9.1. Notification of cookies use is an integral part of these Terms and is posted [here](#).

9.2. Organization of promotional mail and newsletters to the contacts that users indicated while booking and/or purchasing of Electronic ticket/Certificate is performing in accordance with effective requirements of legislation of the Kingdom of the Netherlands.

9.3. Accepting the conditions of the Terms by checking the box “I agree with the Terms of Use conditions” while filling the electronic purchasing form, booking Electronic ticket/Certificate or sending electronic messages via Company Service, User expresses consent for receiving promotional mail and newsletters. The stated actions of the User are implied-in-fact and unambiguously confirm declaration of will of User for receiving promotional mail and newsletters. User is fully and solely responsible for indicating wrong contacts or contacts of the third party while filling electronic forms.

9.4. Expressing consent, User agrees to receive promotional mail and newsletters concerning both announces of future events and any other information provided by partners and contractors of the company.

9.5. To deny promotional mail and newsletters User has the right to unsubscribe at any moment by directing the respective message to the Company email: support@binarydistrict.com or by using form to unsubscribe provided in the electronic message and/or sms with promotional content.

10. SAFETY OF PERSONAL DATA. PRIVACY POLICY

10.1 The Terms considers interrelations which are connected with data acquisition, storage, proceeding, distribution and safety, and regulated in accordance to effective legislation of the Kingdom of the Netherlands. Applying to the interrelations foreign legal standards is possible only in cases provided by effective legislation of the Kingdom of the Netherlands and international agreements valid for the Kingdom of the Netherlands.

10.2. User data is data provided by Purchaser during purchasing and/or booking of Electronic ticket/Certificate via Service and at sending messages to Company emails, viz: data from electronic forms filled and sent to Company on the initiative of Purchaser (in particular the data is: users names and surnames, mobile phones numbers, emails, any other data indicated on the initiative of Purchaser within messages sent to Company emails).

10.3. Purchaser agrees that while purchasing and/or booking Electronic ticket/Certificate via Service and also while sending messages to the Company emails he/she provides Company with agreement for proceeding personal data in accordance to the effective legislation of the Kingdom of the Netherlands and GDPR EU.

10.4. Hereby Company guarantees Purchaser that it undertakes every reasonable measure to protect personal data of the User from destruction, corruption or disclosure, Company as well provides privacy policy for the respective data within and upon terms stated by the effective legislation of the Kingdom of the Netherlands, and the [Terms](#).

11. APPLICATION ASSESSMENT ORDER. MISCELLANIOUS

11.1. Company is not responsible for any actions of Event Provider or his authorized representatives, including but not limited to failure to render a service or to render an improper service for Event performing or any other services provided except cases when Company is Event Provider.

11.2. Company is registered in the Kingdom of the Netherlands and acts in accordance to the effective legislation of the Kingdom of the Netherlands, respectively, legal regulations between the parties following from the Terms are treated according to the regulations of the effective legislation of the Kingdom of the Netherlands.

11.3. If there are any claims considering quality of services for Event performing, Purchaser has a right to apply to the following contacts: +31206625501, support@binarydistrict.com.

11.4. If Purchaser has claims or remarks considering Service work, content of materials displayed on Service, Purchaser has a right to apply to the following contacts: support@binarydistrict.com.

11.5. Time for consideration of claims has to be no more than 10 (ten) working days since the moment of receiving respective claim, in accordance with paragraph 11.3 of the Terms.

11.6. Time for consideration of claims in accordance with paragraph 11.4 of the Terms, depends on the subject and content of the message, but anyway it has to be no more than 20 (twenty) working days since the moment of receiving respective claim.

11.7. All disputes and disagreements between the Parties are to be adjusted by negotiations, if it is impossible to resolve an argument by negotiations, such arguments will be transferred for the proposal to the court of justice at its location.

11.8. Company is not responsible for non-fulfilment of conditions of the Terms if this non-fulfilment is due to force majeure circumstances such as: natural catastrophes, military actions, any other force majeure circumstances which cannot be prevented by means and resources at Company's disposal.

11.9. Company keeps for itself the right at any time change provisions of the Terms, notifying the Users at Internet address where the Terms are located. Editions of invalid Terms are to be kept in the records archive of the Company.