

## CONSENT TO PROCESS PERSONAL DATA

I, the Customer, hereby give my informed consent to **Neo Elementum OÜ**, incorporated and registered in Estonia, and whose registered office (place of establishment) is at Järvevana tee 9, Tallinn 11314, Estonia, company reg. no.: 14310201 to process my personal data provided on the website <https://2019barcelona.finadtech.com/>,

Personal data I provide is as follows:

- My full name;
- My contact information including e-mail address;
- My payment card number and ways of payment.

I have familiarized myself with the terms of data processing by Neo Elementum set in Terms and Conditions below, and hereby give my consent to Neo Elementum OU to process my information for the purpose of organizing my access to the Event according to the Terms and Conditions set out below (including contacting me by email, phone, fax or mail if necessary to verify and ensure my attendance, facilitate my payment and deliver electronic tickets (Digital Content as set out in the Terms and Conditions below) to the Event).

## Terms and Conditions

Effective from 20<sup>th</sup> of September, 2019

THESE TERMS AND CONDITIONS (“TERMS”) CONTAINED WITHIN THE WEBSITE APPLY TO YOUR USE OF THIS WEBSITE AND ANY PURCHASE OF DIGITAL CONTENT YOU MAKE.

YOU WILL NEED TO CONFIRM THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS AND CONDITIONS AND OUR DISCLAIMER IN ORDER TO PROCEED WITH YOUR ORDER AND TO MAKE A PURCHASE.

YOU ARE ABLE TO SAVE A COPY OF THESE TERMS TO YOUR DEVICE – NEO ELEMENTUM OU RECOMMENDS THAT YOU DO THIS AND KEEP THE COPY AS A DURABLE MEDIUM.

IF YOU DO NOT AGREE TO THE TERMS BELOW PLEASE DO NOT PLACE ANY ORDERS WITH NEO ELEMENTUM.

### 1. Definitions

1.1. In these Terms, the following words have the following meanings unless the context otherwise requires:

- 1.1.1. **“Neo Elementum”**, **“We”** means **Neo Elementum OÜ**, incorporated and registered in Estonia, and whose registered office (place of establishment) is at Järvevana tee 9, Tallinn 11314, Estonia, company reg. no.: 14310201;
- 1.1.2. **“Liability”** means liability for any and all damages, claims, proceedings, actions, awards of transactions, expenses, costs and any other losses and/or liabilities;
- 1.1.3. **“Digital Content”** means data which are produced and supplied in digital form, whether they are accessed through downloading, as defined by the Directive 2011/83/EU of the European Parliament and the Council. For the purpose of these Terms the definition of Digital Content means an electronic ticket to the participant’s name, validating the right to participate in the Event, and is distributed via e-mail post registering for the Event on the Website and commencing payment.
- 1.1.4. **“Event”** means the International Conference FinAdTech, hosted in November, 2019 in the city of Barcelona, Spain.
- 1.1.5. **“Website”** means a site offering to You to participate in the Event according to these Terms published on <https://2019barcelona.finadtech.com/>, provided such a site is not a fishing one. A site is fishing if it has attributes of the Website but made by unidentified person and we deny that a site is Ours. To clarify whether site is fishing please contact Us by e-mail or phone set out in the section headed “Our details”.
- 1.1.6. **“You, Your, Yourself”** means the person placing the order for participation in the Event via Website and/or whose order for participation is accepted by Neo Elementum;
- 1.1.7. **“Party”** means You or Neo Elementum or both together;
- 1.1.8. **“Order”** means Your request placed through the Website, after which Neo Elementum reserves the right to request payment and upon receiving it is obliged to supply Digital Content to You.
- 1.1.9. **“Intermediary”** – means a legal entity “FinInTech” LLC, responsible for receiving and processing payments from the Event’s participants and facilitating refunds as necessary.

### 2. Terms and Conditions

- 2.1. These Terms govern the supply of Digital Content to You. These Terms and any document or disclaimer referred to represent the agreement between You and Neo Elementum in relation to the participation in the Event.
- 2.2. Please ensure that Your use of the Website and the purchase of the Digital Content in order to participate in the Event is legal in the country in which You are resident and/or in which You are viewing this Website. Neo Elementum reserves the right not to supply any Digital Content for reasons such as delinquent accounts, legislative obligations, etc. If this situation occurs, you will be notified by email and Your credit card will be refunded.
- 2.3. Eastern European Time (UTC +2, Latvian time) shall apply to actions of the Parties except time of delivery of Digital Content.
- 2.4. By placing an Order through the Website You warrant and confirm that You are at least 18 years old and capable of entering into binding contracts.
- 2.5. You further warrant that you understand and agree to be bound by these Terms.

### **3. Orders and Contracts**

- 3.1. You may place an Order for participation in the Event via the Website or by phone.
- 3.2. At Our discretion Neo Elementum may decide that the phone communication between the Parties, while You are placing the Order, is necessary to verify Your identity. In this case if the phone communication is unsuccessful and/or is not completed, Neo Elementum cannot place the Order.
- 3.3. You shall be responsible for the accuracy of Your order and for giving Neo Elementum any and all information necessary for Neo Elementum to perform the Contract. When You provide Us with Your details, You are responsible for ensuring that all information You give Us is correct.
- 3.4. Digital Content is subject to availability and the cut-off time. You cannot place an Order for participation in the Event and receive Digital Content on day of the Event 1 hour and less before the Event takes place.

### **4. Prices**

- 4.1. The price for participation shall be determined on the Website or during the call at the date when You place the Order.
- 4.2. All prices are inclusive of VAT or other similar sales tax.

### **5. Payments**

- 5.1. Our site allows purchases online, and you can pay for Digital Content by using Visa or MasterCard bank cards.
- 5.2. After accepting the purchase of Digital Content, a secure window with the CloudPayments processing service will open, where you need to enter the information of your bankcard.
- 5.3. 3D Secure is used for additional user verification. If Your bank supports this technology, you will be redirected to their server for additional authentication. You can find more information about additional authentication methods by contacting the bank, which issued the card to You.
- 5.4. CloudPayments processing service center secures and processes your bank card data according to implemented security standards. If you have any questions of payment done, you can contact a payment service's customer support service by e-mail [support@cloudpayments.ru](mailto:support@cloudpayments.ru).

## **6. Cancellation and reimbursement**

- 6.1.** Where applicable, You may cancel Your Order in accordance with Your consumer rights. The mechanism for cancelling Your Order in this way is set out below.
- 6.2.** You have the right to withdraw from the Event within 14 days from the day of having received the Digital Content without giving any reason. The withdrawal period will expire after 14 days from the day on which the Digital Content is received by You.
- 6.3.** If the cut-off time (the day of the Event) has passed and the Event has started, You lose the right of withdrawal.
- 6.4.** To exercise the right of withdrawal, You must inform Us of Your decision to withdraw the Order by an unequivocal statement. To meet the withdrawal deadline, it is sufficient for You to send your communication concerning Your exercise of the right of withdrawal before the cut-off time has come.
- 6.5.** If You withdraw the Order, We shall reimburse to You all payments received from You under the Order. Your Digital Content will be made invalid in 14 days past your withdrawal. If you send a request for withdrawal less than 14 days before the Event but attend the Event, your withdrawal request will be considered null and reimbursement will not take place.
- 6.6.** We will carry out reimbursement using the same means of payment as You used for the initial transaction.

## **7. Payments security**

- 7.1.** The information you enter (name, address, phone number, email, credit card number) is confidential and is never shared with anyone. Your credit card information is always sent encrypted and is not stored on our Web-server.
- 7.2.** Safety of all processed online payments. All operations done with the payment cards are done according to the requirements listed by VISA International and MasterCard.

## **8. Liability**

- 8.1.** We shall have no Liability to You for any incidents, damages and losses which, at the time You entered in to this Contract was not a reasonably foreseeable consequence of Us breaching these terms and conditions, for example, if You and/or Neo Elementum could not have contemplated such losses before or at the time when We entered into a Contract.
- 8.2.** We do not guarantee that the Website will be compatible with Your device and We accept no Liability for any corruption and/or loss of data held on Your device, or any Liability for any other loss or damage of any kind caused to Your device resulting from use of the Website.
- 8.3.** We make every effort to safeguard the privacy of information provided to US; however, we cannot guarantee the security of information in case of factors beyond Our control, which may influence our operations that may result in disclosure of Your data. The Website and all information published on that Website is listed as-is without any guarantees. We do not bear responsibility for any losses due to limited access to URL website, or by accessing the Website and using the information published on the Website.

## **9. Information we collect about You and GDPR compliance**

- 9.1.** We are a Data Processor of Your personal information. In the event of processing Your personal data for payment purposes by our Intermediary, We make sure to comply with general principles of cross-border data transfers as established by the GDPR.
- 9.2.** If You are from the European Economic Area (EEA), Our legal basis for collecting and using Your personal information, as described in the Policy, depends on the information We collect and the specific context in which We collect it. We may process Your personal information because:
- We need to perform a contract with You, such as when You order services from Us;
  - You have given Us permission to do so;
  - The processing is in Our legitimate interests and it's not overridden by Your rights;
  - For payment processing purposes;
  - To comply with the applicable law;
- 9.3.** If You are a resident of the European Economic Area (EEA), You have certain data protection rights. In certain circumstances, You have the following data protection rights:
- The right to access, update or to delete the personal information we have on You;
  - The right of rectification;
  - The right to object;
  - The right of restriction;
  - The right to data portability;
  - The right to withdraw consent;
- 9.4.** Please note that we may ask You to verify Your identity before responding to such requests.
- 9.5.** You have the right to complain to a Data Protection Authority about Our collection and use of Your personal information. For more information, please contact Your local data protection authority in the European Economic Area (EEA).
- 9.6.** Registering on the Website, You provide us with the following information:
- name and title;
  - contact information including e-mail address;
  - payment card number and ways of payment.
- 9.7.** We require this information to organize Your access to the conference, including the need to contact you by email, phone, fax or mail if necessary, to ensure Your attendance and transfer Your data to Our Intermediary in order to facilitate payments or refunds.
- 9.8.** In order to facilitate and process your payments We will transfer Your data established in Section 9.6. to our Intermediary, “FinInTech” LLC, in full compliance with cross-border data transfer principles established by the EU regulations.
- 9.9.** We will retain Your personal information only for as long as is necessary for the purposes set out in these Terms. We will retain and use Your information to the extent necessary to comply with Our legal obligations (for example, if we are required to retain Your data to comply with applicable laws), resolve disputes, and enforce Our legal agreements and policies.
- 9.10.** Your information, including personal information, may be transferred to — and maintained on — computers located outside of Your state, province, country or other governmental

jurisdiction where the data protection laws may differ than those from Your jurisdiction. We will take all steps reasonably necessary to ensure that Your data is treated securely and in accordance with this Privacy Policy and no transfer of Your personal information will take place to an organization or a country unless there are adequate controls in place including the security of Your data and other personal information.

## **10. General**

- 10.1.** Unless otherwise is applicable, the Terms are governed by Estonian legislation.
- 10.2.** If any provision of these Terms is found by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these terms and conditions and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.
- 10.3.** We have the right to modify, vary or amend these Terms from time to time. Amendments shall be effective from the date determined in them. Amendments are binding for You, unless You have rejected them in writing prior to the day the amendments become effective.
- 10.4.** We shall publish the amendments of the Terms on Website at least 10 days before the amendments become effective.

## **11. Our Details**

- 11.1.** You can use these details for communicating with us, including for withdrawal cases.
- 11.2.** For Your electronical letters please use Your e-mail address which You used during order placement, if You have placed any orders.

Name: Neo Elementum OU  
Phone: +372 646 46 07  
E-mail: [info@finadtech.com](mailto:info@finadtech.com)  
Address: Järvevana tee 9, Tallinn 11314, Estonia