

APPROVED  
by Private entrepreneur  
Dovhy Mykola Mykolayovych  
03.02.2022

### **CODE OF CONDUCT ON THE EVENT**

All participants, speakers, sponsors and volunteers (hereinafter referred to as the Participants or you) during the Event (hereinafter referred to as the Event or the Conference) must agree to the following **Code of Conduct at the Conference** (hereinafter the Code) developed in accordance with the **PUBLIC OFFERING AGREEMENT ON THE PURCHASE OF TICKETS FOR THE EVENT** approved by Private entrepreneur Dovhy Mykola Mykolayovych on February 3, 2022 (hereinafter - the Agreement). The Organizer will apply this Code throughout the Event. The Organizer expects the cooperation of all Participants to help provide a safe environment for all.

**Event (also online Event)** - a Conference and/or meeting, hackathon, party, business breakfast or another type of event organized by Private entrepreneur Dovgy Mykola Mykolayovych or another person in whose interests Private entrepreneur Dovgy Mykola Mykolayovych acts. Information about the Event is posted on the Site.

**Organizer (s) (or we)** - Private entrepreneur Dovgy Mykola Mykolayovych and other persons in whose interests Private entrepreneur Dovgy Mykola Mykolayovych acts.

**Staff** - employees, involved persons of the Organizers.

**Participants** - participants, speakers, sponsors and volunteers of the Event.

### **I. GENERAL PROVISIONS**

All Participants of the Event must accept and agree to this **Code**.

The organizers will ensure compliance with the Code during the conference. We expect participants to help create a safe environment for all.

Entry to the Event may be allowed in the presence and upon presentation of one of the following documents:

- vaccination passport / certificate against COVID-19 (1 or 2 doses);
- negative PCR test, conducted no more than 72 hours before the Event;
- express test conducted no more than 72 hours before the Event;
- a certificate stating that you have relapsed COVID-19.

The organization of the Conference implies no prejudice against gender, age, sexual orientation, disability, appearance, weight, race, ethnicity, religion (or lack thereof) or choice of technology. We do not tolerate aggression and harassment in any form. Content containing sexual connotations is prohibited during the Conference, including speeches, streams, applications, workshops, parties, antepaths, online media and other media. Participants of the Conference who violate this Code will be prosecuted or excluded from the Conference without the right to a refund for Entrance tickets at the discretion of the Conference Organizers.

Violations include abusive comments about gender identity, age, sexual orientation, disability, appearance, weight, race, ethnicity, religion, and technology choices. It is forbidden to use images that contain sexual overtones. Intimidation, harassment, obstruction of presentations or other events, unwanted physical contact and sexual attention are not tolerated.

Participants who are reprimanded for unacceptable behavior should stop such behavior immediately.

Sponsors are also prohibited from using images or content with sexual overtones. Staff (including volunteers) should avoid outspoken clothing or otherwise behave inappropriately. If the Conference Participant behaves aggressively, the Organizers may take such actions as they deem necessary, including a warning or a ban on staying at the Conference without a refund for Entrance tickets.

If you are treated aggressively or you notice that it is happening to another Participant, or you have any other problems, contact the Conference staff immediately.

Staff will be happy to help participants contact hotel / venue security or law enforcement, support or assist those who have been aggressive to feel safe during the Conference. We expect participants to follow these rules at the Conference venue, in the application, on the online platform and its subdomains, during streams, workshops and other conference events.

## **II. LEGAL ISSUES AND CONSENT**

By attending the Event Online, you acknowledge and agree that wherever you choose to participate in the webinar or online streaming elements of the Event, you consent to the storage of records for any of the webinars, streams or videoconferences you join, if any records are in our systems. You will receive a notification (visual or otherwise) when recording is enabled. If you do not agree to the recording, you can leave the meeting, broadcast or webinar. You consent to the Organizers or any third party licensed (permitted) by the Organizers to use, distribute, broadcast or otherwise globally distribute your photos, name/login, voice recording and messages on television, radio, movies, newspapers, magazines and other media that are currently available or are being developed both before and at any time after the online event indefinitely, and in any form without any further permission from you or any payment to you. This agreement includes the right to edit media files, the right to use the media (alone or together with other information) and the right to allow others to use or distribute files (sound, images, etc.) through the media and the mass-media.

You acknowledge and agree that the views expressed by speakers during the online event are their own, and we are not responsible for any advice provided during or in connection with the online event.

## **III. NOTICES**

We may allow Participants to send messages and otherwise communicate with us as Organizers or other users through the application/program and/or online platform (“**Notices**”). You are solely responsible for your Notices and the consequences of

sending them, and you expressly release us from liability and agree to hold us innocent of the damage and release from any liability arising from your Notices. You grant us (and we accept) the general right to use, store and reproduce your Notices in order to optimize their transmission to selected recipients (and we may also use third-party service providers to optimize the transmission of your Notices). You represent and warrant that your Notices will not infringe any rights of third parties. You acknowledge and agree that the provisions of these rules will also apply to the Notices you send.

#### **IV. LIMITATION**

Participants are prohibited from participating in or attempting to engage in any activity that violates this Code, among other things, this rule includes:

- Pretending to be another person or misleading others about one's status, name, or authority, which leads to a misleading perception of such others;
- Participate in acts that are considered fraudulent, illegal or fraudulent, such as fraud or misrepresentation, deceit;
- Use of the website of the Event in any way that violates any local, national or international law or regulations;
- Sending mass appeal materials without intent or purpose, such as spam;
- Deliberately transmitting any data or sending or downloading any material containing viruses (Trojans, worms, time bombs, keystroke loggers, spyware, adware or any other malicious software or similar computer code designed to adversely affect the operation of any computer or its software or hardware);
- Conscious action to send, receive, download, use or reuse any material that does not meet our standards of content;
- Violation of the confidentiality of individuals or dissemination of confidential or personal information concerning individuals;
- Infringement or misappropriation of any intellectual property or property rights of individuals or legal entities, including but not limited to copyright;
- You may not use your username, account name (login) or profile biography to participate in any practice prohibited by this Code.

#### **V. PROHIBITION OF ILLEGAL USE**

When accessing and using the platform, website or program and related subdomains for the online Event, you are prohibited from:

- violation of any law, statute, resolution, regulation or other normative act;
- use of the Event for any illegal purpose. You agree to use it in accordance with all applicable and current laws;
- promoting or providing information on illegal activities, promoting physical harm or harm to any group or person, or promoting any illegal activity;
- download or transmit through the tools (application, chats, streams) of the Event any computer viruses, macro viruses, Trojan horses, worms or any other harmful activity;

- reconfigure any security features of the Website/Platform of the Event or compromise the security of your or someone else's account (for example, allow someone else to access the Website/Platform/App of the Event under your login - "like you");
- interference with the website (platform/program) (or unjustified load on it) of the Event (eg viruses, denial-of-service attacks or gaming algorithms);
- use of manual or automated software, devices or other means or processes to access, view or scan the event website / platform / application or any content or information contained therein;
- participation in "framing", "mirroring" or other modeling of the appearance or function of the website / platform / program of the Event;
- remove any copyright, trademark or other proprietary notices contained on or from the Event's website / platform / application;
- modification, creation of derivative works or copying or storage of any significant part of the Website / Platform / Application or online Event or any related technology (unless permitted by law or not expressly permitted);
- use of camera equipment or other devices to record the Event online;
- use of the Website / Platform / Program (or any part thereof) of the Event in a manner that may result in: thus intended to interfere with, interrupt or disrupt the normal operating procedures of the computer or the Website / Platform / Application; (ii) the transmission of any material that is illegal, defamatory, offensive, obscene, pornographic, discriminatory, harmful, fraudulent, deceptive, threatening, offensive, harassing, sensitive, defamatory, vulgar, or offensive to others, otherwise objectionable, defamatory, abusive, obscene or threatening, or likely to cause irritation, inconvenience or undue concern; (iii) impairment of the efficiency or functionality of the Website / Platform / Application or online Event; or (iv) infringement of the rights of any person or entity (including, but not limited to: IP, confidentiality and / or confidentiality) of the Website / Platform / Application;
- attempt to grant any unauthorized access to any part or component of the Website / Platform / Application to anyone;
- copying or distributing any part of the website / platform / program on any medium without our prior written consent;
- changing or modification of any part of the Website / Platform / Application, except as may be justified by the need to use the Website / Platform / Application for its intended use; or
- reverse engineer, decompile, decrypt, or otherwise attempt to obtain the source code or basic ideas or information of a website / platform / program or any related technology or any part thereof, unless permitted by law;
- breach of security of the website / platform / program, such as transmission of viruses, malware or destructive code;
- attempt to circumvent restrictions on access or use;

- interference with the website / platform / application or user accounts, such as hacking;
- collecting or sharing private information from the Conference, website / platform / program or user accounts without consent; or
- Participate in hostile activities aimed at harming the Conference, website / platform / application or user accounts.

We may suspend or restrict your use of the Website / Platform / Program of the Event (Online Event) if you violate this Code of Conduct or engage in illegal or fraudulent use of the Website / Platform / Program (see Section IV of this Code).

## **VI. SANCTIONS FOR VIOLATION OF THIS CODE**

We expect that the Participants will follow this Code on the online and offline platforms for the Conference (online Event) and seminars (meetings, streams, etc.) and on social events related to the Conference on the online platform.

Sanctions - warnings (notices) may be applied to the participants of the Conference who violated this Code for the first time.

Participants in the conference who violate this Code for the second time may be subject to sanctions - exclusion from the Conference ("restriction of access") without refund for Entrance tickets at the discretion of the Conference Organizers. The sanction is irreversible.

The organizers reserve the right not to fulfill the terms of the Agreement in case of force majeure (see section Force majeure).

The Organizers have the right to deny the Participant access to the Event or the Participant may be removed from it without compensation for the cost of the Entrance Ticket in the cases provided for in Section 8.2.5. of the Agreement.

The Organizer reserves the right to send information materials and promotional materials to the contact details of the Participant. By making a payment (part of the payment) under the Agreement, the Participant confirms his consent to receive information materials and promotional materials about goods / works / services offered by the Organizer and / or contractors of the Organizer, as well as information clarifying previously sent by the Organizer. The Participant confirms his consent to receive from the Organizer (from any accounts used by the Organizer) mailings, electronic mailings and other mailings (both individual and mass), carried out by the Organizer at its discretion to inform about industry news and / or or advertising of goods / works / services offered by the Organizer and / or contractors of the Organizer.

The Organizer has the right, in case of violation of public order by the Participant (Customer) / obstruction by the Participant of the normal course of the Program of the Event / creation of obstacles by the Participant in receiving services by other visitors of the Event, to remove such Participant-violator from the venue. Cash paid by the Customer, in the case specified in this paragraph, is not returned to the Customer.

The Organizer has the right to remove / prevent from visiting the Event persons who use abusive words and / or insult the honor, dignity and reputation of the persons present at the Event and / or the Organizer.

The Organizer has the right to photograph, audio and video of the event in general and its visitors in the event in particular.

The Organizer (its contractors and proxies) has the right to use the above photo, audio and video materials at its discretion, including, without limitation, to place in printed publications, promotional materials, on Internet sites, without obtaining additional consent from Participant / his representatives - visitors to the Event (directly depicted in the photo / video during the event in the Event) and without payment to the Participant / his representatives - visitors to the Event by any kind of rewards / deductions.

The Organizer (its contractors and proxies) has the right to use the above photo, audio and video materials in the manner specified in the previous paragraph, without indicating the name of the Participant, without naming the Participant, and without the consent of the Participant, indicating the name of the Participant.

Declaring and confirming the consent of the Participants and visitors to the rights of the Organizer specified in this paragraph is the fact of acceptance by the Participants of the Agreement, payment of the invoice issued by the Organizer and / or actual participation / presence at the Event.

In case of violation by the Participant of this section of the Code, or refusal to present the Document, the Organizer has the right to remove such a person from the venue. The money paid by the Participant, in the case specified in this paragraph, is not returned to the Customer. In case of detection of this violation and / or presentation of a fictitious document, all responsibility lies with the Participant.

## **VII. FORCE MAJOR**

Force majeure is a force majeure that did not exist at the time of the conclusion of the Agreement and arose against the will of the parties. Force majeure (force majeure) are extraordinary and unavoidable circumstances that objectively make it impossible to fulfill the obligations under the terms of the Agreement, namely: national crisis, threat of war, armed conflict or serious threat of such conflict, including but not limited to enemy attacks, blockades, military embargoes, actions of a foreign enemy, general military mobilization, military actions, declared and undeclared war, actions of a public enemy, riots, acts of terrorism, sabotage, piracy, riots, invasion, blockade, revolution, revolt, uprising, mass riots, martial law, curfew, quarantine imposed by the Cabinet of Ministers of Ukraine or other authorities, expropriation, forcible seizure, seizure of enterprises, requisition, public demonstration, blockade, strikes in the industry or region, accident, illegal actions of third parties, fire, explosion, long breaks in the work of transport, regulated by the conditions of vi relevant decisions and acts of public authorities, etc., actions and decisions of public authorities, failures occurring in telecommunications and energy networks, malicious programs, as well as unscrupulous actions of third parties, expressed in actions aimed at unauthorized access and / or withdrawal the software and / or hardware of each Party, as well as circumstances caused by exceptional weather conditions and natural disasters, namely: epidemic,

severe storm, cyclone, hurricane, tornado, storm, flood, earthquake, lightning, fire, subsidence and landslides, other natural disasters, etc.

### **VIII. SANCTIONS FOR IMPROPER USE OF THE PREMISES WHERE THE EVENT IS HELD**

Staff, Participants are obliged to pay fines in cases:

- stay in the Event with signs of alcohol / drug intoxication while staying in the premises where the Event is held - in the amount in the national currency of Ukraine - hryvnia, equivalent to 500 US dollars at the NBU exchange rate on the date of invoice;

- in case of unauthorized opening of loading and unloading zones, as well as parking in an unspecified place: the amount in the national currency of Ukraine - hryvnia, equivalent to 500 US dollars at the NBU exchange rate on the date of invoicing, for each violation;

- window dressing, delivery, sorting and arrangement of goods, equipment or other items in public places or outside the premises where the event is held during the event, storage in the room where the event is held in places open to visual access, any packaging, waste and other items: the amount in the national currency of Ukraine - hryvnia, equal to the equivalent of 500 US dollars at the rate of the NBU on the date of the invoice, per day (for each violation lasting less than a day);

- use of common areas in violation of the lease of the premises where the Event is held, including for placement of property without the consent of the Landlord: the amount in national currency of Ukraine - hryvnia, equivalent to 500 US dollars at the NBU rate on the date of invoicing for each the fact of violation;

- violation of the requirements for warehousing, placement, loading and unloading of goods and materials: the amount in the national currency of Ukraine - hryvnia, equal to the equivalent of 500 US dollars at the NBU exchange rate on the date of invoice, for each violation;

- interference in communication and other location equipment for the Event without the consent of the Sub-lessor in violation of the established procedure for the relevant works: the amount in the national currency of Ukraine - hryvnia, equivalent to 500 US dollars at the NBU exchange rate on the date of invoicing, per day (for each the fact of violation lasting less than a day);

- use of elements of basic location systems for the Event to broadcast internal musical works (including detectors, cable network connecting the equipment of the Subtenant): the amount in the national currency of Ukraine - hryvnia, equivalent to 500 US dollars at the NBU exchange rate on the date of invoicing, for each fact of violation;

- violation of waste management rules (including disposal of waste outside designated areas and containers): the amount in the national currency of Ukraine - hryvnia, equivalent to 500 US dollars at the NBU exchange rate on the date of invoicing, per day (for each ongoing violation less than a day).

### **IX. SANCTIONS FOR VIOLATION OF PERSONNEL OR PARTICIPANT IN THE FOLLOWING REQUIREMENTS OF FIRE SAFETY**

Staff, Participants are obliged to pay fines in cases:

- blocking of evacuation exits in the Premises: the amount in the national currency of Ukraine - hryvnia, equal to the equivalent of 500 US dollars at the NBU exchange rate on the date of invoicing, per day (for each violation lasting less than a day);

- blocking of service corridors and evacuation exits of the location for the Event: the amount in the national currency of Ukraine - hryvnia, equivalent to 500 US dollars at the NBU exchange rate on the date of invoicing, per day (for each violation lasting less than a day);

- blocking of fire alarm and fire extinguishing equipment (blocking of fire alarm sensors and / or sprinkler sprinklers by foreign objects): amount in the national currency of Ukraine - hryvnia, equivalent to 500 US dollars at the NBU exchange rate on the date of invoicing, per day (for each fact violation lasting less than a day);

- blocking access to fire equipment and electrical equipment: the amount in the national currency of Ukraine - the hryvnia, equivalent to 500 US dollars at the NBU exchange rate on the date of invoicing, per day (for each violation lasting less than a day);

- storage of property at a distance of less than 0.5 meters from lamps and / or sprinkler sprinklers of the fire extinguishing system: the amount in the national currency of Ukraine - hryvnia, equivalent to 500 US dollars at the NBU rate on the date of invoicing, per day (for each violation, lasting less than a day);

- violation of the rules of installation and safe operation of electrical installations and appliances: the amount in the national currency of Ukraine - hryvnia, equivalent to 500 US dollars at the NBU exchange rate on the date of invoicing, per day (for each violation lasting less than a day);

- performance of fire-hazardous works without written consent with the Administration of the Center and / or in violation of the established procedure: the amount in the national currency of Ukraine - hryvnia, equivalent to 500 US dollars at the NBU exchange rate on the date of invoicing, per day (for each violation, lasting less than a day);

- erroneous operation of the fire safety system due to the fault of the Participant, Staff: the amount in the national currency of Ukraine - hryvnia, equivalent to 500 US dollars at the NBU exchange rate on the date of invoicing, per day (for each violation lasting less than a day);

- smoking in the location for the Event and / or Premises outside the places specially designated for this purpose: the amount in the national currency of Ukraine - hryvnia, equivalent to 500 US dollars at the NBU exchange rate on the date of invoicing, for each violation.