

**TERMS AND CONDITIONS FOR MAKING PAYMENT FOR THE DEEPSEA EAST AFRICA 2020 -
CONNECTING TO GROW THE EAST AFRICAN ECOSYSTEM**

1. THE AGREEMENT

- 1.1. This Agreement sets out the complete Terms and Conditions (hereinafter called "these Terms and Conditions") which shall be applicable in regards to the payment for the Ecosystem Accelerator Program – East Africa (as hereinafter defined) opened by you (as hereinafter defined) with Swisscontact (as hereinafter defined).
- 1.2. Startup Heatmap Europe (as hereinafter defined) has in that regard been entrusted with implementation of the program.
- 1.3. Amarin Financial Group (as hereinafter defined) has in that regard been entrusted with collecting payments for the program.
- 1.4. These Terms and Conditions and any amendments or variations thereto take effect on their date of publication.

2. DEFINITIONS

In these Terms and Conditions, the following words and expressions (save where the context requires otherwise) bear the following meanings:

- 2.1. **“Ecosystem Accelerator Program – East Africa”** here in THE DEEPSEA EAST AFRICA 2020 - CONNECTING TO GROW THE EAST AFRICAN ECOSYSTEM means the program for which you are paying for and will participate herein;
- 2.2. **“Swisscontact”** means the party undertaking the program and is the responsible party for the contract operated in accordance with these Terms and Conditions;
- 2.3. **“Startup Heatmap Europe”** means the party implementing the program and has a liability limited to providing the Ecosystem Accelerator Program operated in accordance with these Terms and Conditions;
- 2.4 **“Amarin Financial Group”** means the party responsible for collection of the pre-defined amount of e-money, provision of the receipts upon receipt of the money. Liability is limited to collection, verification and refund of any payments made for the program operated in accordance with these Terms and Conditions.

3. ACCEPTANCE OF THE TERMS AND CONDITIONS

- 3.1. Before applying to participate in the DEEPSEA East Africa Acceleration program, you should carefully read and understand these Terms and Conditions which will govern the payment for the program.
- 3.2. If you do not agree with these Terms and Conditions, please click the “Decline” option below.

- 3.3. You will be deemed to have read, understood and accepted these Terms and Conditions:- upon clicking on the “Accept” option requesting you to confirm that you have read, understood and agreed to abide with these Terms and Conditions; and/or by continuing to participate on the program.

4. PROGRAM PAYMENT

- 4.1. Full payment for the Ecosystem Acceleration Program will be made to Amarin Financial Group, via the mobile money number provided on the DEEPSEA EAST AFRICA 2020 website, so as to finalize your registration.
- 4.2. Amarin Financial Group will acknowledge your payment via the email address that you will provide on the DEEPSEA EAST AFRICA 2020 website, after which a receipt shall be provided.
- 4.3. If your payments are not received by their appropriate deadlines, Amarin Financial Group reserves the right to deem such inaction as a cancellation of your registration for the Program.

5. NOTICES

- 5.1. Amarin Financial Group will send you information concerning your payment and registration via the email you will provide through the DEEPSEA EAST AFRICA 2020 website.

6. CANCELLATION POLICY

- 6.1. Cancellations made 14 days or more in advance of the starting date, will receive a 100% refund. Cancellations made within less than 14 days are non-refundable. In this case however, the spot can be transferred to someone else within the same organisation or another organization if deemed suitable by the organisers of the event.

7. LIMITATION OF LIABILITY

- 7.1. In no event shall Swisscontact be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of, or in any way connected with, your access to, display of or use of the DEEPSEA website or with the delay or inability to access, display or use DEEPSEA EAST AFRICA 2020 website (including, but not limited to, your reliance upon opinions appearing on the DEEPSEA EAST AFRICA 2020 website; any computer viruses, information, software, linked sites, products, and services obtained through the DEEPSEA EAST AFRICA 2020 website; or otherwise arising out of the access to, display of or use of the DEEPSEA EAST AFRICA 2020 website) whether based on a theory of negligence, contract, tort, strict liability, or otherwise, and even if Swisscontact has been advised of the possibility of such damages.

8. MISCELLANEOUS

- 8.1. These Terms and Conditions form a legally binding agreement binding on you and your personal successors.
- 8.2. This Agreement and any rights or liabilities accruing thereunder may not be assigned by you to any other person.
- 8.3. Any addition or alteration to these Terms and Conditions may be made from time to time by Swisscontact and of which notice has been given to you by way of publication shall be binding upon you as fully as if the same were contained in these Terms and Conditions.
- 8.4 By signing this Terms and Conditions, you also agree to the data protection statement from Startup Heatmap Europe accessible here: <http://www.startupheatmap.com/privacy-policy/>

9. DISPUTE RESOLUTION, JURISDICTION AND ARBITRATION

- 9.1. You may contact Swisscontact to report any disputes, claims or discrepancies.
- 9.2. Disputes arising out of or in relation to this contract shall be whenever possible solved by mutual discussion.
- 9.3. In case that mutual discussion does not result in a mutual agreement, any dispute, controversy or claim arising out of or in relation to this contract, including the validity, invalidity, breach or termination thereof, shall be submitted to mediation in accordance with the Swiss Rules of Commercial Mediation of the Swiss Chambers' Arbitration Institution in force on the date when the request for mediation was submitted in accordance with these rules.
- 9.4. In case that disputes cannot be solved mutually, any dispute, controversy, proceedings or claim related to this agreement shall be governed by and construed in accordance with Swiss law. The exclusive place of jurisdiction is Zurich, Switzerland. The Parties choose the Commercial Court ("Handelsgericht") of the Canton of Zurich as the competent court
- 9.5. Final Provisions. In case of dispute, this contract is subject to the contract conditions of the Swiss Code of Obligations (OR Art. 394 ff.).

The Place of jurisdiction is Zurich, Switzerland