

General Terms and Conditions for Participation in Congresses, Workshops, Seminars or Tutorials by MESAGO Messe Frankfurt GmbH

(As of: 08.12.2023)

A. General Provisions

1. Scope

- a) The following Terms and Conditions apply to any virtual or physical participation in congresses, workshops, seminars and/or tutorials (in the following collectively referred to as "Congress") of Mesago Messe Frankfurt GmbH (in the following: Mesago). "A. General Provisions" and "C. Final Provisions" of these Terms and Conditions apply equally to all participants. For speakers, furthermore, the special provisions of "B. Special Provisions for Speakers" of these Terms and Conditions apply (participants and speakers in the following also referred to as: Contractual Partners).
- b) These Terms and Conditions apply exclusively to companies within the meaning of Section 14 of the German Civil Code ("BGB") in the exercise of their commercial or independent professional activity and to legal entities of public law.
- c) These Terms and Conditions are an integral part of all offers and contracts of Mesago, including the current business relationship, and shall also apply to all future transactions with the Contractual Partner.
- d) Terms of the Contractual Partner which Mesago has not explicitly agreed to in writing shall not become part of the contract. These Terms and Conditions shall also apply if Mesago provides a service without reservation in the knowledge of conflicting, additional, or deviating terms of the Contractual Partner. Earlier Terms and Conditions and additional terms of Mesago are being replaced by these Terms and Conditions for future agreements, unless explicitly agreed otherwise in writing with the Contractual Partner.
- e) Rights to which Mesago is entitled under statutory regulations or other agreements over and above these Terms and Conditions shall remain unaffected.

2. Conclusion of Contract / Contractual Partners

- a) The request of the Contractual Partner to participate in a congress organized by Mesago, is made exclusively by registering and applying for participation online at pcim.mesago.com. The Contractual Partner submits a binding offer to participate by clicking on the "submit" button after checking the details of the ordered services and entering and checking the personal data, including the invoice receptionist and invoice address, and after explicitly confirming the acceptance of these terms of contract. Additionally, please register each participant online in case you need to use a company's own order form. A request to participate in evening events is made by separate booking.
- b) The contract for participation is concluded with the Contractual Partner, even if the Contractual Partner has specified another person as participant. The contract is concluded when Mesago confirms participation by confirming the order. Once the participation fee has been paid in full, the Contractual Partner shall receive the admission ticket. The booked services are listed on the admission ticket.
- c) In order to gain access to the booked services, the participant must present the admission ticket on-site. The participant will receive the participant documents in advance by e-mail to the e-mail address provided by the Contractual Partner when registering for participation.

3. Provisions for Electronic Services of Mesago

- a) Mesago shall provide the Contractual Partner with electronic services for the organization of a virtual Congress in accordance with the information and description of individual Congresses, in some cases in addition to the services at the site of the Congress (hybrid event). A virtual Congress is a Congress that takes place via a digital medium without the physical presence of the participants and in which the interaction between the participants takes place exclusively using electronic means of communication (f. ex. online chat) (in the following hybrid and virtual Congresses collectively referred to as "Virtual Congresses").
- b) The Contractual Partner may attend the Virtual Congress virtually to the extent booked. Access to the platform shall be made available to the Contractual Partner in accordance with the description of the respective Congress or the booked parts of the Congress, unless otherwise specified via a website made available by Mesago via web browser or apps for mobile devices.
- c) The Contractual Partner himself is responsible for creating and maintaining the technical conditions necessary for using the platform and attending the Virtual Congress. In particular, the Contractual Partner must ensure that a sufficiently powerful connection to the Internet is available and that the access data for the virtual event is valid.
- d) Condition for participating in the Virtual Congress is the registration of the Contractual Partner with the online portal "Cvent", the Virtual Congress shall take place on the platform Event-It. A requirement for participation in the virtual event is the participant's registration with the Messe Frankfurt Group's "Messe-Login" online portal. Access authorization is granted by activating the booked virtual event for the Contractual Partner in their user account.
- e) The data that must be entered by the Contractual Partner when registering for participation in the Congress (name of the participant, brand of the company) will also be visible on the Contractual Partner's profile on the platform for other users of the platform (other participants, speakers, organizers, press).
- f) Integral part of the provision of electronic services in the context of the organization of Virtual Congresses is the operation of a platform accessible via Internet by Mesago and the provision of content on the platform. Depending on the characteristic of the Congress, various functions are offered via this platform, in particular, as a rule, access to the content provided and access to audio or video transmissions, either as a live stream, download on demand or interactive format with participation options for participants.
- g) Mesago shall provide the platform up to the router exit of the data center in which the platform is operated ("Transfer Point").
- h) During the duration of the event, Mesago shall guarantee 97 % availability of the platform at the Transfer Point.
- i) Data backups are not owed by Mesago.
- j) The Contractual Partner is solely responsible for the content of their own profile and any damage arising from it. The Contractual Partner is responsible for the content and the legal admissibility of the content provided for or posted on the profile, in particular images, videos, and texts. The Contractual Partner guarantees that the content provided by him does not violate any property rights or other rights of third parties. Mesago is not obliged to check whether the content posted or provided by the Contractual Partner violates or may violate the property rights or other rights of third parties and shall not carry out such a check.
- k) The Contractual Partner is obliged to treat the access data to the profile as strictly confidential. It may only make access data available to those of its own employees who are authorized to use the profile as part of their official duties, in particular the participant. If the Contractual Partner suspects that their access data has become known to a third party or that a third party is using the access of the Contractual Partner without authorization, the Contractual Partner is obliged to inform Mesago immediately in text form.
- l) Mesago reserves the right to refuse the publication of content due to its technical form or due to objectively justified reasons, in particular if the content violates laws, official provisions or mores according to the dutiful judgement of Mesago or if its publication is unreasonable for Mesago. The Contractual Partner shall be notified immediately of the refusal of publication, stating the reasons, and given the opportunity to comment.
- m) Mesago guarantees 97 % availability of the profile a month. Maintenance times are deemed to be times of availability of the profile. Times of insignificant disruptions shall not be taken into account in the calculation. The elimination of insignificant faults is at the judgement of Mesago.
- n) If and as far as a Contractual Partner enters incorrect data ("fake names" or similar), Mesago reserves the right to remove this data and the entire profile from the platform.
- o) Among other things, the platform has a function that allows users to propose a digital meeting to other users. If the meeting is confirmed by the contacted person, the respective users can chat with each other. In this chat, the e-mail addresses of the users will not be visible to each other.
- p) The platform also has the function that allows a user to confirm another user on the platform as a contact. Users who have previously viewed the profile, a video or similar activities of the other user can be confirmed. When a user is confirmed, the user's details (first name, last name, brand of the company and area of interest) are displayed to the other user. The confirmed contact can be downloaded. However, only the first name, last name and brand of the company of the confirmed contact are displayed in the downloadable file.
- q) If a participant attends to the presentation by a speaker, Mesago reserves the right to provide the speaker with a list of participants including the names of the participants, brands of the companies and e-mail addresses of the participants. The Contractual Partner explicitly agrees to this.
- r) Mesago shall collect, process and save all personal data provided by the Contractual Partner exclusively in accordance with the provisions of German and European data protection law.
- s) In order to fulfil the contract concluded with the Contractual Partner, it is necessary to use the personal data. Mesago shall be entitled to transmit the data to third parties commissioned by it to perform the contract, as far as this transmission is necessary to fulfil the contract for attending the event or so that they can offer further services in connection with the event.
- t) The details of the data collected and their respective use can be found in Mesago's private policy.

4. Costs of Participation and Invoicing

- a) The prices plus value-added tax (VAT) stated for participation online at www.pcim.mesago.com/registration.com at the time of registration for participation shall apply.
- b) Invoicing shall be issued by Mesago. The Contractual Partner agrees to receive the invoice as an electronic document or in paper form at Mesago's choice.

5. Terms of Payment

- a) The participation fees and costs for other deliveries and services are due immediately from the invoice date.
- b) The participation fees are due as an advance payment upon registration for participation and are collected via the financial service provider Stripe Technology Europe, Limited, 1 Grand Canal Street Lower, Grand Canal Dock, Dublin, D02 H210, Ireland upon payment by credit card (VISA, Mastercard or Amex), Paypal or Apple Pay. If Mesago does not confirm participation and consequently no contract is concluded, the advance payment shall be immediately transferred back to the Contractual Partner to the means of payment used for payment.
- c) In case of delay, the statutory rate of interest of nine percentage points above the base rate applicable at the time of delay (Section 288 (2) BGB) shall apply. The day of payment shall be the day on which Mesago can dispose of the payment amount.
- d) For each reminder sent to the Contractual Partner after delay, we shall be entitled to demand a flat-rate reminder fee of EUR 40,00. The Contractual Partner reserves the right to prove that no damage has been incurred at all or only a damage that is significantly lower than this flat-rate fee. Mesago's further demands shall remain unaffected.

6. Reservations

- a) Speakers may be exchanged at short notice if necessary. If an event at the Congress has to be canceled entirely due to the absence of a Speaker, Mesago will refund the price paid for participation in this event to the participants.
- b) In case of a compelling reason or force majeure for which the parties cannot be blamed (f. ex. labor dispute, official or legal order, extreme weather conditions, catastrophes, war, risk of terrorism, fire, danger to life or health of the participants, epidemic/pandemic situation, embargoes, energy shortage (in particular the declaration of the third stage (emergency stage) of the gas emergency plan by the responsible federal ministry or corresponding future inventions by legislation or the executive) or significant interruptions of service (in particular cyber-attacks), which make it unreasonably difficult or impossible to hold the Congress, both parties shall be released from their contractual obligations. Mesago particularly reserves the right to relocate the Congress to another site, to shorten it or to close it in whole or in part or to cancel it for the reasons listed. The payment to be paid by the Contractual Partner shall then be adjusted accordingly or, in case of a complete cancellation, shall not be charged at all. Expenses incurred up to that point shall be paid by each party itself. Any expenses already paid by the parties shall be returned.
- c) The parties are aware that the corona pandemic, war events and the current energy crisis may have far-reaching effects that may affect the fulfilment of their contractual obligations. The parties agree that as far as they are unable to fulfil their contractual obligations due to restrictions resulting from these events, this shall be considered a force majeure that releases the affected party from its contractual obligations. Claims for damages for non-performance, in particular damages for loss of profit, are excluded insofar as the non-performance is based on the situation described above.
- d) Mesago shall be entitled in its fair judgement and taking into account the legitimate interests of the participants, to refrain from holding the Congress if it is not economically viable or if the number of registrations indicates that the purpose of the Congress is not guaranteed. The mutual performance obligations of the contractual parties cease to apply with the cancellation. Mesago shall be obliged to refund any payments already paid by the Contractual Partner if the service paid for has not yet been provided at the time of cancellation. Claims of the Contractual Partner for reimbursement of expenses already incurred for their participation in the Congress or for damages cannot be derived from the cancellation.

7. Reclamations

- a) The Contractual Partner must report obvious defects in performance as well as the absence or discontinuation of guaranteed characteristics immediately after becoming aware of the defect to Mesago.
- b) Only if Mesago has not provided a remedy within a reasonable period of time, if a remedy is not possible or is refused or if Mesago has failed in two attempts to provide a remedy, the Contractual Partner can, at their choice, terminate the contract without previous notice or demand an appropriate reduction of the payment.

8. Limitation of Liability

- a) Mesago is liable without limitation for damages arising from the breach of a guarantee or from injury to life, body or health. The same applies to intent and gross negligence or as far as Mesago has accepted a procurement risk. Mesago is only liable for slight negligence if essential obligations are violated which arise from the nature of the contract and which are particular important for the achievement of the purpose of the contract. In case of a breach of such obligations, delay and impossibility, Mesago's liability is limited to such damages as must typically be expected to occur within the scope of this contract. Mandatory statutory liability, in particular for product defects, remains unaffected.
- b) Insofar as Mesago's liability is excluded or limited, this also applies to the personal liability of Mesago's employees, workers, staff, representatives and vicarious agents.
- c) The above mentioned provisions do not imply any change in the burden of proof to the disadvantage of the Contractual Partner and do not exclude any claims explicitly granted in these General Terms of Contract.

9. Offset/Reserve

The Contractual Partner may only offset our claims with counterclaims that are undisputed or have been legally established. The Contractual Partner may only assert rights of retention or rights to refuse performance if their counterclaim is based on the same contractual relationship.

10. Replacement of the Contractual Partner, Cancellation and Termination

- a) The Contractual Partner is entitled at any time before the start of the Congress to name a substitute participant to Mesago free of charge, who wishes to and should attend the booked services instead of the ordering party. If Mesago and the substitute participant agree to the transfer of the contract between the Contractual Partner and Mesago, the Contractual Partner shall be released from the contract without incurring any further costs for the Contractual Partner. Mesago will not refund any payments already made to the Contractual Partner, who will settle the compensation with the substitute participant himself.
- b) Ordinary premature termination of the contract ("Cancellation") is only possible with the written consent of Mesago. In case of Cancellation by 16.05.2024, Mesago hereby agrees. In this case, the Contractual Partner is obliged to pay Mesago a processing flat-rate fee of EUR 75,00 net. Any payments already made in excess of this amount will be refunded to the Contractual Partner. The date of receipt of the request for termination of the contract by Mesago shall be decisive for the timeliness of the cancellation. Unless the parties agree otherwise, the Contractual Partner shall remain obliged to pay the fees owed in the event of a later cancellation.
- c) In particular, the parties have the right to terminate contracts without previous notice if, due to the behavior of the other party, adherence to the contract has become unreasonable. Unreasonableness may exist in particular if the Contractual Partner is in delay with a not insignificant part of its payment obligations to Mesago or if the Contractual Partner breaches another contractual obligation. Further rights of Mesago due to the reason for termination remain unaffected.

11. Consent to Film, Image and Sound Recordings

The Contractual Partner authorises Mesago to make or have made and use film, image and sound recordings for the purpose of documentation or for its own publications, in particular online and for advertising purposes. Mesago is authorised to use and exploit the recordings without restriction in terms of time and territory. This includes in particular the production, publication, duplication, distribution, exhibition, making available to the public, broadcasting and reproduction by means of image or sound carriers, reproduction of radio broadcasts and making available to the public of the recordings as well as editing/modification and is therefore also unrestricted in terms of subject matter. Unless expressly agreed, the Contractual Partner shall not acquire any rights of use to the recordings.

B. Special Provisions for Speakers

1. Conclusion of Contracts with Speakers

- a) For participants in Congresses who have been contractually commissioned by Mesago to make a contribution to the Congress in addition to their participation (e.g. giving a lecture, leading a workshop, etc.) ("Speakers"), these special Provisions for Speakers also apply. These take precedence over the other provisions for participants, but do not affect them in any other way.
- b) Mesago and the Speaker shall agree in writing the details of the contribution to be made (in particular content, duration, number of participants, necessary media, etc.) and the consideration (e.g. payment of a fee, discounted participation in the congress, etc.).

- c) The speaker may register for the rest of the congress programme. Unless otherwise agreed in writing between the parties, the above conditions shall apply exclusively, including the applicable prices.

2. Contribution of the Speaker

- a) The Speaker must make any documents and files relating to their contribution (e.g. PowerPoint presentation) available to Mesago at least 1 week before the start of the Congress.
- b) At Mesago's request, the Speaker must provide Mesago with the exact content of their contribution at least 9 weeks before the start of the Congress.
- c) Unless otherwise agreed between the parties, the Speaker's obligation to perform also includes the granting of simple rights of use for the publication and further use of the contribution by Mesago (in particular of image and video recordings, especially on the website, digital platforms, digital magazines and print media of Mesago) of the contribution. The Speaker expressly agrees to the aforementioned use of image and video recordings in which the Speaker is recognisably depicted.

3. Cancellation of the speaker

The rights to nominate a substitute participant and to cancel the contract in return for a processing fee as set out in A. 10. a) and b) of these Conditions do not apply to Speakers. Mesago does not agree to the premature termination of the contract for Speakers.

C. Final Provisions

- a) Insofar as written form is stipulated in these Terms and Conditions, the form of a simple e-mail is sufficient.
- b) Should a provision of the contract between Mesago and the Contractual Partner be or become invalid or unenforceable in whole or in part, or should there be a loophole in the contractual provisions, this shall not affect the validity of the remaining provisions. In place of the invalid or unenforceable provision, the valid or enforceable provision that comes closest to the purpose of the invalid or unenforceable provision shall be deemed to have been agreed. In the event of a loophole, the provision that corresponds to what would have been agreed in accordance with the purpose of this contract if the parties had considered the matter from the outset shall be deemed to have been agreed.
- c) The place of fulfilment of this contract is the registered office of Mesago in Stuttgart.
- d) The law of the Federal Republic of Germany shall apply to the legal relationship between Mesago and the Contractual Partner
- e) The exclusive place of jurisdiction for all disputes arising from and in connection with the business relationship between Mesago and the Contractual Partner is Stuttgart. Mesago reserves the right to assert claims against the Contractual Partner at other legal places of jurisdiction.