

## TERMS OF USE “VIRTUAL EVENTS” (01.08.2020)

---

### 1. GENERAL

By registering and participating in "virtual events", the user accepts the following terms and conditions of use of BearingPoint Software Solutions GmbH (hereinafter referred to as "BearingPoint") for participation in the virtual events on the platform provided for this purpose (hereinafter referred to as "platform").

For the use of “virtual events”, which are technically provided by meetyoo or ubivent, the following terms of use apply.

These terms of use govern the contractual relationship between the user and the organizer (BearingPoint), regardless of which website the user uses to register or log in.

### 2. OBJECT

On the platform, the organizer offers registered users the opportunity to participate in its invitation to virtual (interactive) events (such as virtual fairs) on the Internet for a period determined by the organizer.

Any use of the services and content offered on the platform, with the exception of the options expressly provided on the platform, requires the prior written consent of the organizer.

The organizer makes the data and / or information provided by the user available to other users only insofar as these data and / or information do not violate legal regulations, as shown in this user agreement or the terms and conditions. The organizer is entitled to remove unlawful content from the platform without prior notice.

The user acknowledges that a 100% availability of the platform is not technically feasible. However, the organizer endeavors to keep the platform as faithful as possible. In particular maintenance, security or capacity issues as well as events that are beyond the control of the organizer (such as disturbances of public communication networks, power failures, etc.), but also software and hardware errors, especially the organizer’s or the user’s software and hardware and IT infrastructure may cause temporary disruption or suspension of services on the platform. A claim of the user for availability of the platform does not exist.

The organizer only offers the user a virtual event. If the users conclude contracts with each other via the platform, the organizer is not involved in these contracts and therefore not a contractual partner. The users are solely responsible for the execution and fulfillment of the mutually concluded contracts. The organizer assumes no liability if no contact between the users takes place via the platform in connection

with such a contract. Finally, the organizer is not liable for breaches of duty by the users resulting from the contracts concluded between the users.

### 3. REGISTRATION, REGISTERING REPRESENTATIONS

The user has to register before using the services on the platform. The user is only entitled to register if he has been invited to participate and thus register by the organizer of the event. However, a claim to participation in the events does not exist for the registered user. In particular, users who are registered but have not been invited to use can be excluded from use at any time.

The user assures that all data provided by him during the registration is true and complete. The first name, surname and company details provided in the registration form will be visible to all users on the platform during the live event. A subsequent change of these data by the user or the organizer is not possible. The user is obligated to immediately inform the organizer of changes to his user data as long as he participates. The user assures that he is of age at the time of registration. Each user may register only once.

By completing the registration process, the user makes an offer to conclude a contract for the use of the platform. The organizer accepts this offer by activating the user for the services of the platform. Through this assumption, the contract between the user and the organizer comes about. When registering, the user selects a password that he/she /they undertakes to keep confidential. The distribution of the access data to third parties is not permitted.

### 5. OBLIGATIONS OF THE USER

The user is obliged to observe the applicable laws and all rights of third parties when using the content and services on the platform. In particular, the user is **prohibited from**

- a) the use offensive or libelous content, whether that content concerns other users or other persons or companies;
- b) to use pornographic or anti-juvenile content to promote, offer or distribute pornographic or anti-youth protection products,
- c) to engage in or promote anticompetitive activities, including progressive customer advertising (such as chain, snowball or pyramid schemes)
- d) using, without being authorized to do so, or promoting, offering or distributing legally protected goods or services, content protected by copyright, trademark, patent, design or utility model law,
- e) to harass other users unreasonably (in particular by spam) (see § 7 law against unfair competition UWG),

- f) to refrain from the following harassing acts, even if they do not specifically violate any law: lewd or sexual communication (explicit or implicit); Use of mechanisms, software or scripts in connection with the use of the platform or any action which is likely to impair the functionality of the platform, in particular to overburden it.

The organizer may take the following measures if there are concrete indications that a user is violating legal regulations, third-party rights or these terms of use or if the organizer has any other legitimate interest:

- a) Delete content that the user has discontinued
- b) Restricting/blocking/banning access to the services of the platform

## **6. CHANGES OF SERVICE ON THE PLATFORM**

The organizer reserves the right to change the services offered on the platform or to offer different services, unless this is unreasonable for the user.

## **7. TERMINATION OF THE TERMS OF USE**

The user and the organizer can terminate the usage relationship at any time without giving reasons. Termination should include the username and the user's email address used during registration.

The organizer may terminate the use without notice for good cause. An important reason for the organizer is in particular, if the continuation of the usage for the organizer under consideration of all circumstances of the individual case and weighing the interests of the organizer and the user is not reasonable. Important reasons are in particular:

- a) non-compliance by the user;
- b) violation of the user's contractual obligations, in particular these terms of use;c) damage to the reputation of the services offered by the online presence of the user (for example, if, after registration, it is determined that the user has committed an offense and the other users are aware of this);
- c) (d) the advertising by the user of companies or associations (or their activities) under the observation of public authorities responsible for the public safety or the protection of minors;
- d) e) damage to other users.

## **8. RESPONSIBILITY FOR CONTENT, DATA AND OR INFORMATION OF THE USER**

The organizer) assumes no responsibility for the content, data and / or information provided by the users of the platform as well as for content on linked external websites. In particular, the organizer does not guarantee that this content is true, that it can fulfill a specific purpose or serve such a purpose. The user is solely responsible for the content provided by the user.

## **9. LIABILITY**

Claims for damages – for whatever legal reason – against the organizer (including their vicarious agents), which presuppose slight negligence, only exist if a material contractual obligation / cardinal obligation has been violated. A cardinal obligation is a duty on whose observance the user was allowed to trust and whose fulfillment makes the proper execution of the contract possible in the first place. Claims for damages in this case are limited in height to the typical foreseeable damage. The restrictions do not apply to an intentional or grossly negligent breach of duty. They also do not apply as far as the damage is covered by a public liability insurance of the organizer and the insurer has paid to the organizer. Claims due to injury to life, limb or health as well as property damage under the Product Liability Act remain unaffected. The above-mentioned exclusions of liability and limitations also do not apply in the case of the assumption of explicit guarantees by the organizer as well as in the case of claims for lack of warranted characteristics.

## **10. EXEMPTION**

The user indemnifies the organizer against all claims, including claims for damages, which other users or other third parties assert against the organizer due to a violation of their rights by the content posted by the user on the platform. The user further releases the organizer from all claims, including claims for damages, the other users or other third parties against the organizer for infringement of their rights by the use of the services of the platform by the user claim. The user assumes all reasonable costs incurred by the organizer due to a violation of third-party rights, including the reasonable costs incurred for the defense of the law. All further rights and claims for damages of the organizer remain unaffected. The user has the right to prove that the organizer actually incurred lower costs. The above obligations of the user do not apply, as far as the user is not responsible for the respective infringement.

If the contents of the user violate the rights of third parties, the user will design the contents without any protection. If the rights of third parties are violated by the use of the services of the platform by the user, the user will cease the use contrary to contract and / or illegal use immediately upon request.

## **11. DATA PROTECTION**

The organizer undertakes to comply with the legal regulations – in particular the Federal Data Protection Act (BDSG) and the Data Protection Act of the European Union (DS-GVO) – when processing personal data. In particular, the organizer will not pass on the user's personal data to third parties or inform third parties otherwise. Further details on the processing of users' data are set out in the [privacy policy](#).

## **12. FINAL PROVISIONS**

The organizer reserves the right to change these terms of use at any time without giving reasons.

Should individual provisions of these Terms of Use be or become ineffective, this shall not affect the validity of the remaining provisions.