

## "My Trade Fair" Terms and Conditions of Use

---

### 1. General information

Use of the online service "My Trade Fair" is available exclusively to registered Users and is regulated by these Terms and Conditions of Use. Messe Essen GmbH, Norbertstraße 2, 45131 Essen, Germany (hereinafter: Messe Essen), invites the User, by providing the option of registration, to enter into a contract relating to the use of the online service "My Trade Fair", which the User can choose to accept by completing the registration process.

### 2. Registration

During registration, the User registers by providing an email address and setting a password. The User guarantees that he is the owner of the email address provided during registration and is happy to receive declarations of intent relating to the use of the service at this address.

Although the registration process is anonymous, the User must provide details of his identity upon the express request of Messe Essen.

### 3. Charges

Registration for and use of the online service "My Trade Fair" is provided free of charge to the User.

### 4. Services provided by Messe Essen

The online service "My Trade Fair" provided by Messe Essen allows the User to plan and prepare for a visit to the exhibition centre by providing access to information about an event, the exhibitors attending and what they offer. The service also enables Users to contact exhibitors (matchmaking) and create a visit scheduler.

However, the User has no automatic right to benefit from access to any of the above mentioned features at any time.

### 5. Prohibited content / prohibited use

The User will refrain from using "My Trade Fair" to distribute illegal or immoral content. The User confirms that content it publishes on "My Trade Fair" does not infringe any third-party rights, in particular copyright regulations or personal

rights of third parties. The User is prohibited from using "My Trade Fair" to distribute advertising material or anti-competitive content.

The User is also prohibited from using information made available on "My Trade Fair" for any purpose other than planning and enhancing its own trade fair visit. In particular, the User is prohibited from using information acquired via "My Trade Fair" for its own publications or applications.

If a claim is made against Messe Essen by a third party as a result of content distributed via "My Trade Fair" by the User, or as a result of "My Trade Fair" having been used in a way that is not compliant with the contract, the User shall release Messe Essen from liability for all third-party claims for damages and from liability for all costs associated with the related legal proceedings. Messe Essen also reserves the right to delete any content distributed by the User via "My Trade Fair" that infringes upon the rights of Messe Essen or the rights of third parties.

## **6. Communications executed via "My Trade Fair"**

Messe Essen acts only as an intermediary for messages between third parties in the context of communications with exhibitors executed via "My Trade Fair". As such, Messe Essen accepts no liability for the contents of the messages submitted, for example for the truth of statements made by exhibitors, for the fulfilment of any obligations agreed via correspondence or for adherence to any agreed appointment times.

The User has no automatic right to benefit from the forwarding service provided by Messe Essen for enquiries sent to exhibitors via "My Trade Fair" and for any responses from exhibitors to Users, and as such must bear in mind that some messages may not be forwarded.

Messe Essen reserves the right to view and, if necessary, edit enquiries sent by Users before forwarding them to the exhibitor (if applicable, the edited version will be passed on). Messe Essen reserves the right to not forward any enquiries that it deems inappropriate, or to send potential enquiries only to a limited number of recipients. Messe Essen also reserves the right to block or delete Users.

Messe Essen reserves the right to assign completion of the above mentioned tasks to third parties and to grant these third parties access to the relevant data for this purpose.

## **7. Duration**

The agreement relating to use of the service is unlimited in duration. Either party may cancel the agreement at any time and without notice. If Messe Essen

wishes to cancel the agreement, it will delete the User profile. The User can request cancellation of the agreement by sending a request to:

[support@messe-essen-media.de](mailto:support@messe-essen-media.de)

Upon receipt of the termination request, Messe Essen will delete the User's profile within a reasonable timeframe.

## **8. Data protection**

The protection of private data relating to Exhibitors and visitors is important to Messe Essen.

Personal data is only collected, used and shared to the extent required for organisational purposes and in accordance with the data protection provisions presented for acceptance separately during the registration process.

## **9. Third-party content**

The User can use "My Trade Fair" to access information that exhibitors at Messe Essen have provided for use in the online portal. The information accessed is therefore third-party content for which Messe Essen accepts no liability.

If the User clicks on a link visible in "My Trade Fair", the User will leave the Messe Essen website. Content viewed by clicking on hyperlinks is also third-party content for which Messe Essen accepts no liability.

## **10. Exclusion of liability**

Messe Essen can be held liable according to statutory regulations if the User asserts claims for damages based on intent or gross negligence, including the intent or gross negligence of representatives or ancillary agents of Messe Essen. Unless Messe Essen is accused of intentional breach of contract or in the event of culpable violation of essential contractual obligations by Messe Essen, liability for damages is limited to foreseeable damages. Liability for culpable fatal injury, bodily injury or injury to health remains unaffected.

Unless the provisions above stipulate otherwise, the liability of Messe Essen is excluded. This applies regardless of the legal nature of the asserted claim, and in particular also to claims for damages arising from culpa in contrahendo, due to other violations of obligations or due to claims in tort for material damages or other financial losses as per §823 I and II of the German Civil Code (BGB).

**11. Applicable law and place of jurisdiction**

This contractual relationship is subject to German law and any foreign consumer protection regulations that may be legally enforced in certain cases in accordance with art. 6 of the Rome I Regulation.

Where legally permissible, the place of jurisdiction is Essen.

**12. Severability clause**

Should individual provisions of this contract be or become invalid, the validity of the remaining provisions remains unaffected.

The parties undertake to replace invalid provisions with new provisions that achieve the economic result intended by the invalid provisions in a legally permissible manner. The same applies if an omission is found in this contract. The parties undertake to incorporate appropriate provisions into this contract to rectify any omission in a manner that approximates as closely as possible the provisions that would have been agreed by the parties in line with the sense and purpose of the contract if they had initially included such provisions.