

# General contractual conditions for taking part in seminars

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## 1. Scope of validity

a) The following contractual terms and conditions shall apply to taking part in seminars of Mesago Messe Frankfurt GmbH (hereinafter referred to as "Mesago"), as either a speaker or any other attendee. b) These terms and conditions shall form a component of all our offers and agreements. c) Any terms and conditions of the contractual partner to which we have not explicitly agreed shall not form a component of the agreement, even if we have not explicitly opposed them.

## 2. Conclusion of the agreement

a) We request you to register for the seminars exclusively online at [emv-seminars.mesago.com](https://emv-seminars.mesago.com). The registration shall be deemed binding once the customer, after checking his or her details in regard to the services ordered, as well as entering and checking his or her personal data, including the invoice recipient and the invoice address, and also explicitly confirming acceptance of these terms and conditions of business, clicks the "Order" button. Should you have to use your company's own order form, please also register each attendee online, in addition. b) The agreement with the customer in regard to attending the seminars shall also materialise if the customer has specified a different person as the attendee. The contract shall materialise if the customer receives from us the order confirmation with the services booked. Even if the customer registers another person as the attendee, we only despatch the order confirmation and admission ticket to the customer. It shall be incumbent upon the customer to pass the admission ticket on to the attendee in such a case. c) In order to obtain access to the seminar room the attendee will need to present the admission ticket at the seminar counter. The attendee will also receive the delegate information pack there.

## 3. Scope of services

a) If a conference and/or workshops are offered, in order to attend them it is necessary for them to be booked separately, for a fee. b) If evening events are offered, it is, in order to attend it, also necessary for it to be booked separately.

## 4. Functionality of the digital platform (hereinafter: platform)

a) The data (first name, surname, company name) which must be entered by the speaker / seminar attendee when registering will also be visible on the speaker's / seminar attendee's profile on the platform for other users of the platform (speakers, attendees). b) If and in as far as a speaker / seminar attendee enters incorrect data (fake names or similar), Mesago reserves the right to remove this data and the entire profile from the platform. c) The platform includes the function that users can suggest a digital meeting to other users. If the meeting is confirmed by the person contacted, the respective users can chat with each other. In this chat, the users' email address will not be visible to each other. d) The platform also has the function that an exhibitor can confirm another user of the platform as a contact. Users can be confirmed if they have previously called up the profile, a video or comparable activities of the exhibitor. If an exhibitor confirms the contact of a user, the user's data (first name, last name, company name and area of interest) will be shown to the exhibitor. The exhibitor can download this confirmed contact. However, the downloadable file will only show the first name, surname and company name of the confirmed contact. e) If a user attends the lecture of a speaker, Mesago reserves the right to provide the speaker with a list of participants including first name, surname, company name and e-mail address of the user. The user explicitly agrees to this.

## 5. Costs of attending the seminars and invoicing

a) The prices specified online at [emv-seminars.mesago.com/prices](https://emv-seminars.mesago.com/prices) plus VAT shall apply. The contractual partner and the party liable for the costs is the customer. b) The invoicing will be carried out by Mesago. The customer declares that he or she is in agreement with receiving the invoice either as an electronic document or in paper form, at Mesago's option.

## 6. Terms of payment

a) The fees for attending will be due for payment upon registration, and, if you are paying by credit card (VISA, Mastercard or Amex) or by PayPal will be collected by the financial services provider SIX Payment Services (Germany) GmbH, Langenhorner Chaussee 92–94, 22415 Hamburg. It will only be possible to attend the seminar once payment has been made. b) Invoices concerning any other supplies and services that are ordered separately shall be payable immediately as from the invoice date. c) In the event of arrears, the statutory interest rate shall apply. d) Should the contractual partner not be a consumer, we shall, in the event of arrears, be entitled to require payment of a flat-rate reminder fee of € 40.00 (Sec. 288(5) German Civil Code (BGB)).

## 7. Reservations

a) In the event of any compelling reasons that are not our fault (e.g. industrial action, threats of terror, a speaker falling sick) and Acts of God, we shall be entitled to postpone or curtail the seminars or partially or wholly close or cancel it, or make appropriate changes to the programme, taking the interests of attendees into consideration. The remuneration to be paid by the contractual partner is then, if applicable, to be adjusted accordingly, or shall lapse entirely if the event is cancelled altogether. b) Should it emerge, according to our experience, that the seminar cannot have the desired success for attendees and/or the speakers due to lack of sufficient participation, we may cancel the event or individual seminars. The corresponding declaration needs to be received by the contractual partner four days prior to the scheduled start date of the seminars. Should the event be cancelled in good time, we shall not be obliged to pay compensation for either expenses or damages. c) Should the seminars be cancelled, we shall immediately refund the contractual partner any deposits paid.

## 8. Complaints

a) The contractual partner is to complain about any obvious deficiencies in the services, or a lack or lapse of assured qualities, in good time, so that we can remedy the situation. b) Only if we have not remedied the situation within a reasonable period of time, it is not possible to remedy the situation, or we refuse to do so, can the contractual partner, at its option, either terminate the agreement without notice or request a reasonable reduction in the remuneration.

## 9. Limitation of Liability

a) As a matter of principle any claims for damages or reimbursement against Mesago shall be excluded. This exclusion of the liability shall however not apply

- in the event that a life, body or health injury is culpably (in the sense of the German legal term "schuldhaft") caused by Mesago or one of its employees, collaborators, other vicarious agents or representatives (hereinafter: Mesago-Team);
- in the case that an intentional (in the sense of the German legal term "vorsätzlich") or grossly negligent behavior of Mesago or of the Mesago-Team is the basis for the damage claim;
- in the event of a violation of a warranty (in the sense of the German legal term "Garantie") granted by Mesago;
- in the case of mandatory liability, e. g. under the German Product Liability Act ("Produkthaftungsgesetz") and
- in the event that Mesago or the Mesago-Team negligently breaches a material contractual obligation. However, in the event that Mesago or the Mesago-Team negligently breaches a material contractual obligation the liability of Mesago is limited to the amount of damages that is typically foreseeable. A material contractual obligation is a contractual obligation, whose performance is necessary to execute the contract properly and whose performance the other contract party may regularly rely upon.

The aforementioned clauses do not imply any change of the burden of proof to the detriment of the contracting partner and explicitly do not exclude any claims provided by these General Terms and Conditions. b) Insofar as our liability is excluded or limited in accordance with the above provisions, this shall also apply to the personal liability of our employees, collaborators and other vicarious agents and representatives.

## 10. Offsetting/retention

The contractual partner shall only be entitled to offset payment if its counterclaims are undisputed or have been determined with legal finality.

## 11. Stand-in attendees, cancellation and termination

a) The customer shall be entitled at any time prior to commencement of the seminar to name to us a stand-in attendee who will attend the seminar in lieu of the customer, free of charge. The agreement may only be cancelled with our agreement, and only in writing (including by e-mail). In the event of the agreement being cancelled by 24 October 2022 the customer will still be obliged to pay us a handling charge in the amount of € 75.00 in the sense of compensation for damage in lieu of the services. The date of despatching the cancellation to us (in the case of letters, the postmark) shall be pertinent in regard to the timeliness of the cancellation. The difference between the attendance fee paid and the handling charge will, in such a case, be reimbursed to the customer by us. The customer shall thereafter, in spite of the cancellation, remain obliged to pay the full attendance fee, in the sense of compensation for damage in lieu of the services. It shall remain up to the customer to prove that no damage whatsoever has been incurred to us, or only such damage as is of a considerably lower value. b) We shall, inter alia, be entitled to terminate the agreement without notice if adhering to the agreement has become unreasonable for us due to the conduct of the contractual partner. Being unreasonable shall be defined as the contractual partner being in arrears with a not inconsiderable proportion of his or her payment obligations towards us, or the contractual partner or the attendee repeatedly infringing any other contractual obligation. In the event of termination without notice, we shall also be entitled to require the contractual partner to reimburse the damage incurred to us through the conduct of the contractual partner or the attendee that entitled us to terminate without notice.

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### **12. Special Covid-19 regulations / Exclusion from the event**

a) Due to legal and / or official requirements, Mesago may be entitled and obliged to collect and process certain personal data from all participants of the event, e.g. first and last name, place of residence, telephone number and e-mail address. In addition, Mesago may be entitled and obliged to record the period of stay on the event premises. The collection of the data serves contact tracing in case of a subsequently identified Covid 19 case among the participants. Mesago shall keep the data protected from inspection and unauthorized processing by third parties for the relevant authorities and transmit it to them upon request. b) Due to the aforementioned obligations, Mesago will send each participant of the event a self-assessment form, which each customer must complete and hand in to us upon entering the event site. As the admissibility of the event depends on the fulfilment of the official requirements, Mesago will exclude those customers from the event, who refuse to collect and process the relevant data. Should Mesago exclude the customer from the event as a result, Mesago's claim to remuneration will nevertheless remain and the customer will not be entitled to a refund of the ticket price. c) The nature and content of legal and / or regulatory requirements are currently subject to constant change and can only be predicted to a very limited extent. Mesago is therefore entitled to adapt the measures specified in this clause to the respective current circumstances to the extent absolutely necessary. Mesago will inform the customer of this in good time if possible.

### **13. Place of fulfilment/place of jurisdiction**

Should the customer be a trader, a legal entity under public law or the holder of a special fund governed by public law, Stuttgart shall be the place of fulfilment and place of jurisdiction. We shall also be entitled to assert any claims before the Court having jurisdiction for the customer's registered office. Any exclusive place of jurisdiction shall not be affected thereby.

### **14. Other provisions**

Should any individual provisions of our agreement with the contractual partner or any other provisions agreed on with the contractual partner or these General Contractual Conditions be or become invalid, in whole or in part, the remaining provisions of the agreement or any other provisions agreed or these General Contractual Conditions shall not be affected thereby.