

Please send to:

 Koelnmesse GmbH  
 Messeplatz 1  
 50679 Köln  
 Germany  
 ism@koelnmesse.de

**ISM & ProSweets @home**  
 01.02.-02.02.2022 and on  
 demand until 30.04.2022

**ISM & ProSweets @home**  
**Application for digital only main exhibitor**

 Submission mandatory.  
 Please send in along with the completed list of  
 products (Form 1.30)!  
 Registration recommended until 03.12.2021.

1.10d

**1 Digital Exhibitor**
**1.1 Address:**

Company/Name:

Street:

Postal Code/City:

P.O. Box:

Postal Code/City:

Country/State:

Main Telephone:

Main e-mail:

Internet:

Proprietor/Managing Director:

 Mr  Ms

(please give first and last name)

**Correspondence language:**
 German  English

**Sort alphabetically  
under the letter:**


 PO-Nummer /  
order number:

**Contact person for the event is:**
 Mr  Ms

Position:

Telephone:

E-mail:

**1.2 We are:**
 Manufacturer

 Association/organisation

 Importer

 Specialist media

 Marketing company

**1.3 Turnover tax ID number (VAT):**

(Required information for companies from EU countries)

**1.4 We are registered with the:**

Commercial register

at the Magistrate Court in:

Commercial register no.:


**2 Participation requirements**
**2.1 We order a participation at ISM & ProSweets @home:**
 Participation ISM & PSC @home EUR 2,509  
 (mandatory)\* (plus VAT)

 \*The participation fee as main exhibitor includes the Marketing  
 Package.

 The Marketing Package includes a showroom with a  
 basic entry as well as access to Networking and Leadtracking.

 Please enclose the completed List of Products 1.30 with your  
 registration.

**2.2 We are interested in booking presentation slots:**
 Presentation slots on a digital Product Stage can be booked until  
 17.12.2021 via order form 2.20.

 Detailed information can be found on the website [www.ism-cologne.com](http://www.ism-cologne.com) or [www.prosweets.com](http://www.prosweets.com).

**2.3 We would like to book additional services:**

 You can book additional services to upgrade your ISM & ProSweets  
 @home showroom in the [Media Shop](#) until 14.01.2022.

 A detailed description of the included services in the individual  
 packages can be found in the official ISM & ProSweets @home Sales  
 Folders.

**Data Protection Notice:**

 You can read our Data Protection Notice in the complete participation documents and  
 at any time under

[www.koelnmesse.com/data-protection-notice](http://www.koelnmesse.com/data-protection-notice).

 We would like to stay in touch with you in the future, in order to keep you  
 appropriately informed of events and similar services. That's why we would like to ask  
 for your consent to contact via electronic media.

 I hereby permit Koelnmesse GmbH, as well as its responsible subsidiary abroad and  
 its commercial agents, to send me information by e-mail about future similar trade  
 fairs/events/platforms that are organized in Germany and abroad. A list of the  
 subsidiaries and commercial agents of Koelnmesse GmbH, as well as further details  
 about data protection, can be found in the complete document containing the  
 participation documents. It can also be accessed at any time at [www.koelnmesse.com/  
data-protection-notice](http://www.koelnmesse.com/data-protection-notice).

 I can withdraw my consent at any time in the future (by sending an e-mail to  
[datenschutz-km@koelnmesse.de](mailto:datenschutz-km@koelnmesse.de))

**By signing the registration form, we acknowledge the  
 Terms of Use for ISM & ProSweets @home as binding.**


Place, date, legally binding signature and company stamp of the partner

# Terms and Conditions of Use

## ISM & ProSweets @home



ISM & ProSweets @home  
01.02.-02.02.2022 and on  
demand until 30.04.2022

## 1 Area of validity and contract partner

1.1 Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany, ("Koelnmesse") operates the digital product "ISM & ProSweets @home".

1.2 Companies can purchase the services of Koelnmesse as described below and in these Terms and Conditions of Use for digital exhibitors, particularly under Item 1.2.1 ("Terms and Conditions of Use") and in the form for the purchase of the digital participation ("Registration Form") in connection with the digital product. Each of the companies purchasing these services is subsequently referred to in connection with the digital product as a "digital exhibitor", regardless of which specific service has been purchased.

1.2.1 Koelnmesse provides digital exhibitors with the possibility, for the duration of this contract as specified in more detail in these Terms and Conditions of Use and in accordance with the rules in the Registration Form and in return for payment, to set up own showrooms and have their own content integrated within the scope of function available in the digital product. The purchase of a digital participation is required for this.

1.3 The services of Koelnmesse are provided exclusively on the basis of the rules in the Registration Form and these Terms and Conditions of Use including their Appendix(es). These Terms and Conditions of Use and their Appendix(es) also apply to all future business insofar as it is of the same nature and the parties refer to these Terms and Conditions of Use.

1.4 The digital exhibitor's general terms and conditions of business shall not apply, even if Koelnmesse does not specifically exclude their application. Differing or contrary terms thus only apply when they have been recognized by Koelnmesse in writing.

1.5 The digital exhibitor can call up, save and print out the Terms and Conditions of Use on the website of the digital product ([www.ism-cologne.com](http://www.ism-cologne.com), [www.prosweets.com](http://www.prosweets.com)) at any time.

1.6 Koelnmesse saves this contract text after conclusion of the contract. The contract text is not accessible to the digital exhibitor.

1.7 Special General Terms and Conditions of Business of Koelnmesse may apply for other services in the context of the digital product (in particular advertising services). Koelnmesse will draw attention to the applicability of these special General Terms and Conditions of Business in a suitable manner.

## 2 Requirements for acceptance as a digital exhibitor

2.1 The company receives the status as a digital exhibitor of Koelnmesse in the sense of these Terms and Conditions of Use and of the Registration Form through the purchase of the digital participation. Koelnmesse decides on the acceptance as a digital exhibitor in accordance with the following more detailed rules of this Item 2 and the rules in Item 3.5.

2.2 The following applies to the acceptance as a digital exhibitor:

2.2.1 Only companies that are entered in the Commercial Register or in the Skilled Trades Register or in comparable company directories can be accepted as digital exhibitors and such partners are only accepted with those products that correspond to the focus of the event. The corresponding Products List is attached as Appendix 1 to these Terms and Conditions of Use.

2.2.2 Commercial agents, sales companies, cooperation partners and importers can also be accepted as digital exhibitors on behalf of non-producing companies they represent insofar as the products are not shown by any other digital exhibitor in the digital product and that they possess the necessary rights to present them. The issue of a licence by the manufacturer is necessary for the presentation of products that were not manufactured by the actual digital exhibitor. The licence must be proven in an appropriate form on request by Koelnmesse. The presentation and offering of unlicensed products is illegal and represents a severe infringement of these Terms and Conditions of Use. Koelnmesse is entitled to carry out reviews during the time in which the digital exhibitor's profile page can be called up and, insofar as applicable,

to close the profile page of the digital exhibitor when, despite a corresponding warning, it is being used for the presentation of items for which the necessary licences cannot be proven.

## 3 Conclusion of the contract; purchase of the digital participation; acceptance as a digital exhibitor

3.1 The digital exhibitor can call up and download the Registration Form for the purchase of the digital participation on the website.

3.2 The digital exhibitor can submit the completed Registration Form via e-mail to the address given on the website. The arrival of the e-mail at Koelnmesse represents the legally binding offer of the digital exhibitor for the purchase of the digital participation and for the acceptance as a digital exhibitor, according to the package specified on the Registration Form ("offer"). The digital exhibitor can alter the details to be entered or delete the form at any time up to the sending of the form/e-mail.

3.3 Koelnmesse shall confirm the receipt of the offer to the digital exhibitor electronically via e-mail to the address that the digital exhibitor has entered in the Registration Form without delay ("confirmation of receipt"). This confirmation of receipt does not yet represent the acceptance of the digital exhibitor's offer by Koelnmesse.

3.4 The contract concerning the purchase of the digital participation and the acceptance as a digital exhibitor first comes into being when Koelnmesse has expressly accepted the offer by sending a confirmation via e-mail ("conclusion of contract").

3.5 Koelnmesse decides on the acceptance of a company as a digital exhibitor conscientiously at its sole discretion. In the event of a rejection, the applicant company will receive a separate notification.

In particular, Koelnmesse reserves the right not to admit a company as a digital exhibitor if there are factual indications that the company's products or services that are to be presented in the digital product violate a third-party right, that the company has participated in or been an accessory to such a violation, or that the company is responsible for the violation of third-party rights due to another legal reason. In such cases, Koelnmesse will give the company the opportunity to make a statement and to refute the factual indications unless a public authority or a court has already determined that a right has been violated. Koelnmesse's further rights and claims remain unaffected.

## 4 Scope of services to be provided by Koelnmesse to the digital exhibitor

4.1 The digital product comprises presentation possibilities for the digital exhibitors' content (in all available trade fair media) and functionalities for networking, lead tracking and audio/video communication.

4.2 In connection with this digital product Koelnmesse provides the digital exhibitor with the following services after its purchase of the digital participation:

4.2.1 With the conclusion of this contract, the digital exhibitor is entitled to refer to itself as a digital exhibitor of the digital product range for the duration of this contract. The digital exhibitor will be named as such in the activities in connection with the digital product, e.g. on the website, at the sole discretion of Koelnmesse.

4.2.2 Koelnmesse shall also provide the digital exhibitor with the services as described in the Registration Form. These comprise, for example, the following services:

- Setting up a showroom for the digital exhibitor in the digital product for the presentation of the exhibitor's company; this includes a basic entry as specified in the description of services included in the marketing package (4.4 Digital Terms and Conditions of Use)
- Discoverability of the digital exhibitor via the search facility (company

name) integrated in the digital product

- Possibility of saving specific contact data in the digital exhibitor's own showroom. Such data is only available to accredited users.

4.2.3 Furthermore the digital exhibitor's content from the digital exhibitor's application, can be placed in the digital product as conference formats. The editorial selection for this placement is carried out by the editorial team of Koelnmesse, nevertheless in coordination with the digital exhibitor and is the object of a special agreement between the digital exhibitor and Koelnmesse. The digital exhibitor has the option, subject to availability, of purchasing the placement of an advertisement in the digital product for payment. This paid placement of an advertisement is the object of a special agreement between Koelnmesse and the digital exhibitor.

4.3 Koelnmesse warrants, within the foreseeable requirements, to provide best possible reproduction of the digital product in conformity with the respective usual technical standard. Exemplary representations in sales documentation are solely for the purpose of illustration and make no claims to exact implementation regarding pixels or functions.

#### 4.4 Marketing services (marketing package)

##### 4.4.1 Scope of obligatory marketing services

Koelnmesse publishes official trade fair media for its events.

The components for main exhibitors, group organizers and participants in groups are as follows:

- Entry in the alphabetical List of Exhibitors in all available trade fair media
- Ten product group entries in the trade fair catalogue
- An unlimited number of product groups in the app, the online exhibitor search and @home
- An unlimited number of basic brand entries in the app, online exhibitor search and @home
- Setup and provision of an online press compartment including a company profile, a company logo, six press releases GE/EN, ten images and five documents
- Integrated lead tracking in the app and @home
- Participation in the Networking in the app and @home incl. appointment function
- Product entry premium in the app, online exhibitor search and @home incl. product photo and product description

##### 4.4.2 Costs for the obligatory marketing services (marketing package)

The provision of the marketing services listed under Item 4.4.1 is obligatory for all represented companies and costs:

€ 1,069.00 per main exhibitor, group organizer and group participant

The digital exhibitor will receive all of the ordering information and documentation relating to the marketing services offered from the official contract partners of Koelnmesse. Participation by the digital exhibitor is in all cases first fixed on acceptance by Koelnmesse. The offers and order confirmations are therefore subject to the condition subsequent that the acceptance has been issued. If the official contract partners have not received an order form from the digital exhibitor before the editorial and advertising deadline, the entry included in the official trade fair media will be based on the information given in the respective registration form 1.10d and 1.30. The entry is subject to a fee. Registrations and orders received after this deadline will also, insofar as possible, be taken into account in the official trade fair media. In the case of orders and registrations that are received by Koelnmesse later than the editorial and advertising deadline, Koelnmesse will make no guarantee of the full provision of all marketing services. Claims of any kind, in particular claims that seek to reduce the costs for inclusion in the official trade fair media or claims of compensation for damages are expressly excluded in these cases.

##### 4.4.3 Special data protection provisions for lead tracking

Trade fair visitors can voluntarily register. Other terms may apply, particularly when visitors can only purchase individual tickets by registering. Koelnmesse

forwards the personal data from registered visitors to third parties only if the visitors first agree to have their data used in this way. Neither the digital exhibitor, nor Koelnmesse nor any third party can require visitors to take part in lead tracking by scanning their admission tickets and so to pass on their personal data. In addition, the digital exhibitor is obliged in individual cases to delete the personal data that it has received as a result of lead tracking if it is requested to do so by Koelnmesse GmbH or the visitor in question.

Koelnmesse is not liable for the accuracy and completeness of the visitor registration data. The digital exhibitor may only forward the personal data received as a result of lead tracking to third parties if and to the extent that the digital exhibitor has received express consent from the respective visitor. The digital exhibitor also undertakes to use the personal data received as a result of lead tracking only in accordance with the legal regulations, especially those relating to data protection, and only for the exhibitor's own purposes. In this respect, the digital exhibitor shall exempt Koelnmesse from all claims by third parties.

##### 4.4.4 Responsibility/release of Koelnmesse from liability

Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany, is the publisher of the official trade fair media. Koelnmesse may assign the practical implementation and the advertising to a third party company. Advertisers are responsible for the content of their advertisements and entries and are liable for any damages related thereto. Koelnmesse is not liable for printing errors, incorrect placement, mistakes and other gaps or faults in the printing. Koelnmesse is not liable for damage to property and personal injury caused by the use of the FairMate LeadTracking app for the lead tracking service unless it can be proved that Koelnmesse acted deliberately or with gross negligence. Liability is limited to foreseeable damages. Participants use the FairMate LeadTracking app for the lead tracking service at their own risk. Although Koelnmesse strives to provide correct information, it does not guarantee the currency, accuracy and completeness of the supplied information nor is it liable for such. Koelnmesse assumes no responsibility for the technical availability of the services offered. Warranty or damage claims of all kinds are excluded if the technology breaks down or malfunctions in some other way. In particular, maintenance, security and capacity-related issues as well as events over which Koelnmesse has no control (e.g. disturbances of the public communication networks, power outages etc.) can lead to brief disruptions or a temporary suspension of the services. Koelnmesse does not guarantee that the web pages will be accessible at all times and that participants can call them up flawlessly and without encountering incorrect content or technical difficulties. Koelnmesse is not liable for incorrect information that is produced or disseminated by participants and/or third parties (including cooperation partners) and that is related to the ordering of admission tickets and catalogues for trade fairs and exhibitions of the Koelnmesse Group on the Internet. Koelnmesse is especially not liable for e-mails or data entries that the system fails to accept and/or receive because they do not conform to the stipulations of these Conditions of Participation or to the website's technical requirements. Koelnmesse is not liable for the offers made by third parties, especially not if they are related to the use of the lead tracking service. Koelnmesse does not guarantee that all links and references to external content that are found during the use of the lead tracking service are correct or complete.

## 5 Representation formats for digital exhibitors

5.1 The digital exhibitor receives one access to the Media Shop, which can be used to book content for the design of the digital exhibitor's showroom. User customization is not possible. More detail is given on the event-specific websites and in the registration documents there.

5.2 Koelnmesse may of its own account enhance the presentation formats by adding publicly available information of the digital exhibitor for the purposes of a proper representation.

5.3 The content can only be edited until the editorial deadline (14 January 2022) and will also remain presented in the digital product after the event. The digital exhibitor can request that this be deleted

## 6 Duties of the digital exhibitor

6.1 The digital exhibitor undertakes to provide complete and correct information on the company in the Registration Form. Changes to these details must be notified to Koelnmesse in text form and without delay; e-mail is adequate for this notification.

6.2 Additional duties of the digital exhibitor:

6.2.1 The digital exhibitor undertakes to keep confidential and adequately protected against unauthorized access the access data received from Koelnmesse and the associated passwords. The digital exhibitor shall inform Koelnmesse immediately of any indications of unauthorized transfer of the access data and/or passwords and/or any unauthorized access.

6.2.2 The digital exhibitor undertakes not to collect content in the digital product, and not to play on the presentation formats of the digital exhibitor advertising that does not correspond thematically to the Products List in Appendix 1 and/or violate these Terms and Conditions of Use, statutory provisions, any regulatory requirements, official orders, data protection law or standards of common decency. Furthermore the digital exhibitor undertakes not to collect content that infringes the rights, in particular copyrights or brand rights, of third parties. Koelnmesse reserves the right to not integrate or to block content when said content is criminal according to applicable laws, recognizably serves as preparation for criminal acts or violates these Terms and Conditions of Use or the Products List.

6.2.3 The digital exhibitor undertakes to refrain from all measures that would endanger or interfere with the functioning of the digital product and not to access data that it is not entitled to access. Furthermore the digital exhibitor must ensure that its content that has been transferred and set up in the digital product is not infected with viruses, worms, or trojans. The digital exhibitor undertakes to make good all damage to Koelnmesse that arises from the failure to fulfil these obligations within the control of the digital exhibitor and furthermore to indemnify Koelnmesse against all claims against Koelnmesse by third parties, including legal and court costs, that are asserted by said parties due to the failure to comply with these obligations on the part of the digital exhibitor.

6.2.4 The digital exhibitor undertakes to pay in full all due license and other fees and expenses (German Authors' Rights Society (GEMA), the Artists' Social Insurance Fund (KSK), German income tax payable by non-residents (Ausländersteuer)) that may be due for musical and other performances making use of any form of audio and image recording media. In the event that the digital exhibitor fails to register for and/or pay the due licensing and other fees and expenses, the digital exhibitor indemnifies Koelnmesse against any and all claims by third parties.

The digital exhibitor is informed that the existing requirements of the German Telemedia Act (TMG), in particular with regard to the imprint, are to be included in the digital exhibitor's showroom and all of the content that the digital exhibitor has recorded is to be labelled as content from this digital exhibitor.

## 7 Further rules for digital exhibitors

7.1 The digital exhibitor undertakes not to set up content or to advertise content the dissemination of which via radio or telecommunications media is illegal. In particular it must not set up any content or advertise any content the dissemination of which is criminal or which is likely to endanger the development of children or young people or their upbringing as a responsible and socially competent personality (for example, content subject to censorship). The same applies to content which the digital exhibitor integrates from external sources including third-party content. Insofar as content bears a label according to the Jugendschutzgesetz (law for the protection of minors) the digital exhibitor must clearly draw attention to this.

7.2 Granting of usage rights to Koelnmesse

7.2.1 The digital exhibitor irrevocably transfers to Koelnmesse the non-exclusive usage rights and exploitation rights without limitation in time or

space to the content made available by the digital exhibitor. This transfer of rights is intended to enable Koelnmesse to exploit the content commercially or non-commercially itself or through its affiliated companies in the sense of Section 15 ff. of the Stock Corporation Act (AktG) in the context of the services of Koelnmesse in connection with the digital product.

7.2.2 The grant of rights is not solely concerned with the digital product and also comprises the following rights:

7.2.2.1 The right to use, reproduce, save on all known storage media and to publicly present, in the context of the website and in the digital product, the content in whole or in part, however solely for viewing.

7.2.2.2 The right to further develop the content for these purposes, e.g. by translation into other languages

7.2.2.3 The right to edit the content for optimal presentation in the digital product.

7.2.2.4 The right to add advertising to the content or parts thereof, with the exception of the profile pages.

7.2.2.5 The right to combine the content with other content or other creations.

7.2.3 The digital exhibitor waives the rights according to Sections 12, 13 Sentence 2 of the Act on Copyright and Related Rights (UrhG), the right to recognition of authorship (Section 13 Sentence 2 UrhG), however only to the extent that this is usual in this sector.

7.2.4 Insofar as the transfer of rights is not possible due to conflicting rights of third parties, the corresponding positions in the content provided by the digital exhibitor are to be made unrecognizable prior to the transfer of rights to Koelnmesse

7.2.5 Koelnmesse accepts the transfer and the grant of rights.

## 8 Visitor admission

8.1 Commercial buyers and other trade visitors are admitted as visitors to the event. Koelnmesse is entitled to carry out corresponding checks of the visitor profiles and to refuse admission to visitors whose profiles do not correspond with the purpose of the event.

8.2 Koelnmesse can at its discretion declare the event entirely or partially open to the public.

## 9 Obligation to secrecy and confidentiality

9.1 The parties undertake to treat the confidential information pursuant to Item 9.2 ("**confidential information**") received from the respective other party as strictly confidential (i.e. in particular to refrain from the unauthorized use, disclosure, publication, or dissemination of this information), and at least with the same degree of care with which they treat their own confidential information. The receiving party may only use this confidential information for the performance and enforcement of this contract. The receiving party may not use this confidential information for its own purposes or for the purposes of third parties or make the confidential information a part of any application for intellectual property rights. The receiving party may not observe, investigate, dismantle or test products and objects made available that contain confidential information without the approval of the disclosing party.

9.2 Confidential information is in particular all information, documentation, written materials, recordings, notes, documents and electronic files that are objects of appropriate confidentiality measures and are labelled as confidential or are to be considered confidential by virtue of the type of information or the circumstances of their transfer. The content transferred for presentation is not confidential information

9.3 The obligation of confidentiality and non-exploitation of the confidential information lapses insofar as said information

- was already known to the receiving party prior to its notification

- was known to the public or generally accessible prior to its notification
- becomes known to the public or generally accessible after its notification without action or fault on the part of the informed party
- substantially corresponds to information that has been revealed or made accessible to the recipient by a third party who is entitled to do so or
- was made accessible or developed by the respective party itself, subject to this being proven by written records of this party or in some other way and none of the obligations laid down in this agreement have been breached.

9.4 Furthermore the obligation of confidentiality shall not apply in the case that a party is obliged to reveal confidential information due to legal provisions or the force of an incontestable decision of a court or an administrative authority.

9.5 The parties will keep all of the written materials and/or data carriers entrusted to them by the respective other party separate from their other documentation. The confidential information is to be secured against unauthorized access and unauthorized use by appropriate measures to ensure confidentiality. This also includes technical security measures adapted to generally recognized process descriptions and industry standards, the obligation of the employees to maintain confidentiality, and the observation of data protection.

9.6 The information entrusted or parts thereof may only be passed on to such employees, bodies, representatives, external consultants (e.g. lawyers), and/or authorized subcontractors (e.g. freelancers) of the respective receiving party and/or their authorized subcontractors (in the following "representatives") as require the information for the fulfilment of their tasks in conformity with the contract, have been appropriately instructed in the confidentiality of the information provided, and on their side are subject to appropriate obligations of confidentiality. The parties are liable for breaches of confidentiality on the part of their representatives and agents as for their own faults.

9.7 The receiving party will immediately inform the revealing party in writing when an unauthorized use or passing on of the confidential information of the revealing party becomes known to it and shall on request of the revealing party take all appropriate measures in order to prevent a further unauthorized use or passing on of the confidential information of the revealing party.

9.8 Each party is obligated to return on demand by the other party all received written or in other ways recorded confidential information including any copies that may have been made within ten (10) days to the demanding party or to confirm in writing the destruction of said confidential information insofar as the other party is not entitled to that information according to the purpose of the contract or is not required to independently retain that information due to statutory duties to retain records. Excluded from this is confidential information the destruction of which is only technically possible at disproportionate cost, e.g. because it has been saved by an automated electronic backup system for preserving electronic data in a backup file that is, however, overwritten at close regular intervals in any event.

9.9 The duties of the parties set out in this confidentiality agreement remain in force for five years after the termination of the contractual relationship between the parties. Trade secrets, for which the obligations continue for as long as they are protected as trade secrets, are not subject to this.

9.10 The aforementioned rules do not establish any intellectual property usage rights whatsoever. All usage rights authorized under this contract remain unaffected by the aforementioned rules of this Item 9.

## 10 Liability of the digital exhibitor, indemnification

10.1 The digital exhibitor is liable for ensuring that its content in the respective presentation formats does not violate any patent rights, utility model rights, copyrights, trademark rights and/or design rights or comparable property rights of third parties and other statutory provisions, in particular those of criminal law and the law concerning the protection of minors.

10.2 The digital exhibitor indemnifies Koelnmesse against all claims by third parties that may be asserted by such parties against Koelnmesse or its licensees due to the infringement of property rights by the content provided by the digital exhibitor in the context of this contract insofar as the digital exhibitor is at fault for said infringement. Koelnmesse will immediately notify the digital exhibitor of any claims asserted by third parties and at its own discretion will either entrust the defence of these claims to the digital exhibitor or coordinate the defence with the digital exhibitor. Koelnmesse will neither recognize nor accept as undisputed claims by third parties without consulting the digital exhibitor. The indemnity also applies to all appropriate defence costs of Koelnmesse, including lawyers' fees, authorities' and court costs, and all other required expenses as are generally accepted in the sector and are accounted for.

10.3 Insofar as third-party rights are opposed the digital exhibitor shall, at the partner's discretion and expense, either acquire corresponding rights for Koelnmesse or replace or change the affected parts of the performance in such a manner that the property rights of third parties are not infringed yet the agreed performance features are retained. If this is not possible for the digital exhibitor under appropriate conditions and within an appropriate time, Koelnmesse shall be entitled to assert its statutory rights.

## 11 Compensation

11.1 The compensation for the digital participation is determined according to the event-specific details in the registration documents on the respective website.

11.2 Depending on the event, special prices can be offered for start-up companies and agencies. Insofar as this is the case, start-up companies are considered to be those companies that follow a digital business model and are not older than three years. Agencies are defined in this context as strategy, communication/PR, advertising, media, dialogue, content, research, IT development, full service and event agencies. The determination as to whether a named exhibitor is a start-up or an agency according to the specified criteria is carried out by Koelnmesse. Please refer to the official registration documents for information on the services making up the individual packages.

11.3 All prices are net prices. The statutory VAT will be charged additionally where applicable. Invoice amounts are payable immediately upon receipt of the invoice.

11.4 As a rule, Koelnmesse provides the digital exhibitors with an "other service" according to Section 3a (2) of the German value-added tax law (UStG). The place of performance for such services is the recipient's headquarters. Koelnmesse will therefore invoice foreign digital exhibitors according to the reverse charge accounting mechanism without charging any German VAT. Digital exhibitors from the European Union need to enter their valid VAT identification number in the registration form in order to be considered proprietors.

11.5 The digital exhibitor must immediately notify Koelnmesse in text form of any changes to their VAT identification numbers.

11.6 If, in exceptional cases, other services are provided in which the place of performance is not the registered office of the service recipient and statutory VAT is due, foreign digital exhibitors may receive a refund of the invoiced VAT provided they fulfil the legal requirements. More detailed information can be found here: [www.bzst.bund.de](http://www.bzst.bund.de)

## 12 Termination of the contract

12.1 This agreement applies for as long as the digital product is available.

12.2. An ordinary termination of the contract is excluded.

12.3 Either party has nevertheless the right to terminate the contract without notice for good cause. Good cause for Koelnmesse is in particular:

- a) the serious or repeated infringement by the digital exhibitor of the provisions of these Terms and Conditions of Use;
- b) any serious interference affecting the website caused by actions on the part of the digital exhibitor;
- c) the action in tort of a digital exhibitor or the attempt to carry out such an action, e.g. fraud;
- d) the infringement of applicable data protection regulations by the digital exhibitor;
- e) continued interference with operation due to force majeure lying outside the control of Koelnmesse, such as e.g. natural disasters, fire, failure of supply networks due to non-culpable reasons.

12.4 Any termination must be notified in text form. Termination by fax or e-mail counts as in text form.

## 13 Liability of Koelnmesse

The liability of Koelnmesse is solely according to the following stipulations.

13.1 Koelnmesse bears unlimited liability for intent and gross negligence and for damages resulting from culpable loss of life, bodily injury or damage to health.

13.2 In cases of simple negligence Koelnmesse is liable where a breach of an essential contractual obligation has occurred. An essential contractual obligation in the sense of this Item 13.2 is a duty the fulfilment of which first makes the performance of this contract possible and on the fulfilment of which the contract partner may thus regularly rely.

13.3 The liability according to Item 13.2 is limited to those damages typical and foreseeable at the time of the conclusion of the contract.

13.4 The liability of Koelnmesse according to Item 13.2 is limited in the event of a loss of data to the costs that would have been incurred in restoring a regular backup of the data by the digital exhibitor.

13.5 Insofar as provisions of tenancy law are applicable to this contractual relationship the following shall apply: The strict liability for initial defects according to Section 536a (1) Alt. 1 of the German Civil Code (BGB) is excluded. Also excluded is the partner's right to remedy the defect itself according to Section 536a (2) BGB.

13.6 The limitations of liability apply correspondingly in favour of the employees, authorized representatives, and vicarious agents of Koelnmesse.

13.7 Any possible liability of Koelnmesse for guarantees explicitly designated as such and for claims due to the Act on Liability for Defective Products (ProdHaftG) remains unaffected.

## 14 Commercial property rights

14.1 The digital exhibitor undertakes to comply with laws regarding the protection of intellectual property or commercial property rights in the broadest sense when producing, disseminating, selling, owning or advertising their products.

14.2 If a final court decision has determined res judicata that a digital exhibitor in connection with one of Koelnmesse's digital products has violated laws of the kind mentioned in Paragraph 1, Koelnmesse is entitled to bar that digital exhibitor from the next digital products of this kind after the res judicata court decision if there is sufficient suspicion that the digital exhibitor will again and repeatedly violate laws for the protection of intellectual property or commercial property rights.

14.3 It is the responsibility of the digital exhibitor to ensure that the content brought into the digital product is not in violation of property rights.

14.4 The protection of inventions for patent registration is the digital exhibitors' business. The digital exhibitor must ensure that its inventions are if necessary registered at the German Patent and Trade Mark Office for the Federal Republic of Germany and/or according to the European Patent Convention at the European Patent Office in good time prior to the beginning of the digital product.

14.5 The digital exhibitor declares bindingly and irrevocably that it itself created the products exhibited by it in the digital product or that they are permissible copies or imitations of other suppliers or other third parties. The digital exhibitor undertakes to respect the preferential property rights of the third parties.

## 15 Concluding provisions

15.1 The language of the contract is German. The German version of these Terms and Conditions of Use is binding for the interpretation of their provisions. The English version is solely for the purpose of information.

15.2 In the event that one or more provisions of this agreement should be deemed to be or become invalid, the remaining provisions will remain in full force and effect. Invalid provisions are wherever possible to be replaced by such effective conditions as essentially achieve the same economic objectives as pursued.

15.3 In the event of contradictions between the Registration Form and these Terms and Conditions of Use the rules of the Registration Form take precedence over the Terms and Conditions of Use.

15.4 The substantive law of the Federal Republic of Germany shall apply to this contract and all claims arising from and in connection with it. The UN Sales Convention shall have no application to this contract.

15.5 Should the digital exhibitor have no place of general jurisdiction in Germany or in another EU member country or should the digital exhibitor be a merchant or should the digital exhibitor's permanent residence be relocated abroad after the coming into effect of this contract or should the digital exhibitor's permanent residence or habitual residence at the time of the institution of proceedings be unknown the exclusive place of jurisdiction for all disputes arising from this contract shall be the registered office of Koelnmesse.

Last amended: June 2021