

General conditions of participation for virtual events of SIGS DATACOM GmbH (partners and sponsors)

§ 1 General

(1) The general conditions of participation set out below relate exclusively to the virtual events of conferences organised by SIGS DATACOM GmbH (organiser) and are aimed at partners and sponsors who are commercially active within the framework of the events.

(2) The respective services for partners or sponsors are determined by the overview of services provided on the homepage or by the respective individual agreement.

(3) By registering, the content of these conditions is taken note of and accepted.

(4) Any terms and conditions of the client that deviate from our General Terms and Conditions shall not be valid unless they are expressly confirmed in writing by SIGS DATACOM.

§ 2 Registration

(1) Registration for a virtual event (event) shall be made individually or jointly in writing by post, fax or e-mail.

(2) The registration is a binding offer to conclude a contract for participation in the event as sponsor or partner. The Partner / Sponsor is bound to this offer for twelve weeks from the date of receipt by the Organiser.

§ 3 Admission

(1) The Organiser decides on the admission of the Partner / Sponsor to the event at his own discretion, taking into account the capacities, purpose and structure of the event.

(2) Admission shall be confirmed in writing. It is only valid for the respective event, the registered company named in the admission and the contents and services mentioned in the confirmation.

(3) The written confirmation of admission represents the acceptance of the offer of the Partner / Sponsor. The contract is concluded through this confirmation. There is no obligation on the part of the Organiser to accept the offer.

(4) The organizer can exclude individual partners or sponsors from participation for objectively justified reasons and, if necessary for the achievement of the event purpose, limit the event to certain sponsor groups. The organiser is not obliged to justify a possible non-admission.

(5) The organizer does not grant partners / sponsors an exclusion of competition.

§ 4 Presentation objects

(1) The Partner / Sponsor may only offer content and services that are listed in the registration and included in the confirmation of admission.

(2) The organizer decides at his own discretion which contents and services he will allow for the event. In particular, he is entitled to prohibit the publication of registered content and services that could prove to be annoying, endangering or otherwise unsuitable.

(3) In case of violation the organizer is entitled to delete illegally published contents and services at the expense of the partner / sponsor for the duration of the event. The assertion of further claims of the Organiser is expressly reserved.

§ 5 Sponsorship fee

(1) The respective sponsorship fee is set out in the contract and is calculated according to the scope of the sponsorship package and the additional services included in connection with the event. For certain partners and sponsors there are special regulations which are also stated in the contract.

(2) The stand rent and other fees stated in the contract are net amounts. In addition to them, the statutory value added tax is to be paid in the corresponding amount.

(3) The Partner / Sponsor receives an invoice for the sponsorship fee. The invoice amount is due immediately upon receipt of the invoice. Payment of the sponsoring fee is a mandatory requirement for participation and presentation at the event.

(4) The Organiser is entitled to increase the agreed stand rent and other fees accordingly if his own production costs increase, in particular due to increased wage costs, taxes or other public charges.

§ 6 Delay

(1) If the Partner / Sponsor does not pay the invoice amount according to § 5 of these GTC within the period stated in the invoice / a period of 14 days after receipt of the invoice, the Partner / Sponsor is in default.

(2) In the event of default, the statutory interest pursuant to § 247 BGB in conjunction with § 288 BGB shall be paid. If the organizer suffers a higher damage, he is entitled to claim this.

(3) The Organiser is also entitled to withdraw from the contract and to claim damages from the Partner / Sponsor if the Partner / Sponsor does not meet its payment obligation despite a corresponding payment request by the Organiser and the fruitless expiry of a reasonable grace period set by the Organiser.

(4) Possible further claims for damages by the Organiser remain unaffected.

§ 7 Withdrawal of the organizer

(1) Notwithstanding the provisions of § 6 (3) of these General Terms and Conditions, the organizer is also entitled to withdraw from the contract if admission to the event was granted on the basis of incorrect information in the registration or if the prerequisites for admission have subsequently ceased to apply.

(2) The organizer is also entitled to withdraw from the concluded contract if there is good cause.

(3) Good cause is to be assumed in particular if:

1. the exhibitor/sponsor repeatedly violates the house rules specified in §8 of these General Terms and Conditions despite having been instructed to do so
2. there are other reasons which could jeopardise the success and implementation of the event.

(4) In the event of withdrawal, the organizer is entitled to compensation for damages in the amount of the agreed contract volume as well as to payment of the additional costs already incurred. The Organiser expressly reserves the right to assert a further claim for damages against the Partner / Sponsor. The Partner / Sponsor reserves the right to prove that the damage was less.

§ 8 Domestic authority

(1) The house right is exercised by the organizer.

(2) Violations of the house rules as well as these General Terms and Conditions of Participation entitle the organizer, after prior request to refrain from disruptive behavior, to immediately exclude the partner / sponsor from the event.

§ 9 Revocation and withdrawal of the Partner / Sponsor

(1) After receipt of the written confirmation of admission by the Partner / Sponsor, a withdrawal from the concluded contract outside of the statutory provisions is excluded.

(2) If the Partner / Sponsor nevertheless does not participate in the event, he must pay the Organiser the agreed contract volume in full as well as any further costs incurred up to that point in time. The Organiser expressly reserves the right to assert further claims.

§ 10 Force majeure

(1) The Partner /Sponsor acknowledges that a 100% availability of the platform of the event is technically not possible. The organizer strives for the highest possible availability. Maintenance, security or capacity issues, events beyond the Organiser's control (e.g. disruptions in public telecommunications networks, power failures, etc.), as well as software and hardware errors in the users' infrastructure, can lead to brief failures in the availability of the event's platform or parts thereof. The Partner / Sponsor has no claim to the availability of the event in the case of paid contracts.

(2) If the realization of the event becomes impossible in whole or in part due to an unforeseen event for which the organizer is not responsible, or if the event cannot be carried out as planned, the organizer is entitled to withdraw from the concluded contract.

(3) An unforeseen event shall be deemed to have occurred in particular in

1. terrorist attacks;
2. natural disasters;
3. epidemics;
4. Officially ordered evacuation and closure of the event platform;
5. withdrawal of the event platform by the host and
6. other force majeure.

(4) The Organiser must inform the Partner / Sponsor immediately of the total or partial impossibility of holding the event.

(5) The Organiser must reimburse the Partner / Sponsor for payments already made in the event of total impossibility in full and, in the event of partial impossibility, proportionally. The assertion of further claims of the Partner / Sponsor against the Organiser is excluded.

(6) If the Organiser has already carried out work for the Partner / Sponsor which continues to be of interest to the Partner / Sponsor, the Partner / Sponsor shall reimburse the Organiser for any expenses incurred in this respect.

(7) Should the event be held at a later date, the Organiser must inform the Partner / Sponsor immediately. In this case the Partner / Sponsor is entitled to withdraw from the contract within one week after receipt of the notification. If the Partner / Sponsor withdraws from the contract, he is entitled to reimbursement of already paid or also remission of not yet paid sponsorship fees.

(8) If the event has already started at the time of the occurrence of the unforeseen event, the Partner / Sponsor shall have no claim to reimbursement of the sponsorship fee and no further claims for damages.

§ 11 Changes to the event platform

The organizer reserves the right to change the technical platform as well as to change the services offered on the event platform at any time and/or to offer services other than those offered at the time of registration of the partner / sponsor, unless this is unreasonable for the user.

§ 12 Advertising

(1) The Partner / Sponsor is obliged to provide accurate, complete and non-misleading information in the profile and in communication with other users. The Partner / Sponsor is not permitted to use pseudonyms.

(2) When using the event platform, the user must comply with all applicable laws and respect all third-party rights. In particular, the user is prohibited from

- a. to disseminate offensive or defamatory content, regardless of whether this content is directed at other users or natural or legal persons
- b. to disseminate content of a political nature,
- c. to use pornographic material or content that violates applicable youth protection laws, or to advertise or promote, offer or distribute pornographic products that do not comply with applicable youth protection laws
- d. use or cultivate anti-competitive activities, including progressive acquisition (e.g. chain or pyramid schemes)
- e. to use content protected by law (e.g. by copyright, trademark, patent, utility model or design patent law) without permission or to advertise, promote, offer or distribute goods or services protected by law
- f. to unreasonably harass other users (in particular through spam) (cf. §7 Law against Unfair Competition UWG),
- g. to carry out the following activities, even if they do not violate any law: explicit or implicit sexual communication; the use of mechanisms, scripts or software in combination with the platform, unless expressly permitted; actions that may impair the functionality of the event platform, in particular actions that may overload this infrastructure; any action that may impair the functionalities of the event platform in any other form

(3) The organizer is entitled to take the following measures if there are concrete indications that a user violates laws and regulations, rights of third parties or these GTC, or if the organizer has any other legitimate interest:

- a. Deletion of user-generated content
- b. Restriction / blocking of access to the event platform

§13 Responsibilities for content and user data

The Organiser makes no guarantees or assurances with regard to data and/or information provided or made available by a user on the event platform or on external websites linked to this platform. In particular, the Organiser does not guarantee or warrant that the aforementioned data and/or information is true or accurate, that it fulfils a specific purpose or serves a specific purpose. The user can report activities of other users via the platform that violate applicable law and/or the provisions of these GTC (including the use of pseudonyms or false identities).

§14 Liability

A liability for claims for damages, regardless of the legal basis, against the organizer (including his vicarious agents), which are only based on slight negligence, exists only if the organizer violates a basic/cardinal obligation from this contract. A cardinal obligation is an obligation on the fulfilment of which the Partner / Sponsor may rely and the fulfilment of which makes the proper execution of the contract possible in the first place. In this case the amount of claims is limited to the typical and foreseeable damage. Limitations do not apply in the case of damages caused by intentional or grossly negligent breaches of duty. Furthermore, limitations do not apply if damages are covered by the organizer's business liability insurance, provided that the insurance company has made a payment to the organizer. The organizer undertakes to maintain the insurance cover existing at the time of conclusion of this agreement. This shall not affect damages resulting from injury to life, body and health as well as material damage due to the German Product Liability Act. Furthermore, the above exclusions and limitations of liability shall not apply in the event that the organizer or his vicarious agents have assumed express guarantees or due to the absence of warranted characteristics.

§ 15 Industrial property rights

(1) The Partner / Sponsor must independently protect its published content and services against the infringement of industrial property rights. The Organiser is not liable for claims of the Partner / Sponsor arising from the infringement of these industrial property rights by third parties.

(2) The Partner / Sponsor must refrain from infringing upon and impairing the industrial property rights of other Partners / Sponsors.

§ 16 Exclusion clause, limitation period

(1) The Partner / Sponsor must assert its claims against the Organiser in writing to the Organiser within three months of the end of the event. The date of receipt by the Organiser is decisive for the timeliness of the claim. If the claims are not asserted against the Organiser in due time, a replacement of these claims is excluded.

(2) If impairments are involved during the event, these must be reported to the organizer immediately, even during the event. If the impairment is not notified in time, possible claims based on these impairments are excluded.

(3) All claims of the Partner / Sponsor are subject to a limitation period of six months from the end of the month in which the final day of the event falls. Excluded from this are claims in the event of liability of the organiser due to intent.

§ 17 Final provisions

(1) The law of the Federal Republic of Germany shall apply exclusively. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

(2) Insofar as the client is a merchant, legal entity under public law, or special fund under public law, the place of jurisdiction for all legal disputes arising directly or indirectly from the contractual relationship between SIGS DATACOM and the client shall be the registered office of SIGS-DATACOM GmbH.

(3) In the case of paragraph 2, the place of performance shall be the registered office of SIGS DATACOM.

(4) Should any provision of these General Terms and Conditions be invalid, the validity of the remaining provisions shall not be affected. In such cases, the parties shall negotiate a provision to replace the invalid provision, which comes as close as possible to the content of the original provision. The same applies to possible contractual gaps.

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