

General terms of use for "ITB Match & Meet" event platform

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1. Scope

- 1.1 Messe Berlin GmbH (hereinafter referred to as "**Messe Berlin**"), Messedamm 22, 14055 Berlin, operates an online event platform, accessible at www.itb.com/en/itb-berlin-for-visitors/itb-match-meet/#/ (hereinafter "**Event platform**"), on which Messe Berlin provides the matchmaking tool „ITB Match & Meet (hereinafter "**ITB Match & Meet**"). At ITB Match & Meet trade visitors, buyers, ITB Buyers Circle members, exhibitors, speaker and media representatives from the international tourism industry get together and meet relevant contacts to enhance their businesses. Participants can create a personal profile in the matchmaking tool after purchasing a ticket and then network with each other and schedule appointments. On the Event platform Messe Berlin enables registered participants to connect, obtain matching proposals and scheduling on-site appointments for ITB Berlin.
- 1.2 The use of the Event platform is subject to the present "General Terms of use for "ITB Match & Meet" event platform" (hereinafter "**GTC**").
- 1.3 Eligible to participate in the are registered participants of ITB Berlin, ITB Berlin Buyers Circle Members, trade visitors, buyers, exhibitors, media representatives and speaker (hereinafter "**User**").
- 1.4 Messe Berlin reserves the right to change these GTC by taking the legitimate interests of the Users into consideration. Messe Berlin will inform the Users about each change to the GTC and give them the possibility to object to the changed GTC by adhering to a deadline. If the User objects to the changed GTC, he may be excluded from the further use of the Event platform.

2. Access to the Event platform; Personal profile

- 2.1 Access to the Event platform is only possible a via an individual link to the respective personal profile on ITB Match & Meet. This link is provided to the User by e-mail.
- 2.2 In the personal user area, the User can view his/her registration data and, if applicable, supplement these with further data regarding his/her person. The GTC accepted by him/her can be called up, viewed and downloaded in the Event platform.
- 2.3 The offered features of the Event platform are free of charge (included with the ITB Berlin ticket purchase).
- 2.4 By registering, the User declares that he/she:
 - 2.4.1 is at least 18 years old;
 - 2.4.2 has registered with his/her full and correct name and with the valid email address, with which he/she also uses the Event platform;
 - 2.4.3 shall comply with these GTC as well as the Messe Berlin Code of Conduct ("**CoC**") (**Annex 1** to these GTC);
 - 2.4.4 takes the necessary precautions in order to prevent a participation in the Event by third parties and/or the use of the features by third parties by means of his/her user profile.
- 2.5 The User can change or erase the data of his/her user profile at any time in the personal user area of his profile with the exception of the data separately marked with "***", the change or erasure of which can only be carried out through the support (contact **Online-Redaktion – Anfrage erstellen – Jira Service Management**).

3. Features of the event platform

- 3.1 Messe Berlin makes available various features to the Users on the Event platform, which are described in detail on the platform. The features essentially concern:
 - 3.1.1 Setting up an **individual user profile** with: picture, name, function, organisation/company, links

to social media, short description, business interests, main area of business and products & services.

3.1.2 **Matchmaking:** arranging on-site appointments for ITB Berlin, calendar function, participant overview, availability management, appointment overview, appointment management, chat, matching & networking, matching proposals with matching scale, filter and search functions.

3.1.3 **Networking activities:** contacts, search function for participant profiles, full-text search of participants, filtering of participants, matching scale indicating similar interests.

3.2 The contributions or features on the Event platform can include links and other references to external websites, platforms and/or the integration of offers of external social media service providers (e.g. YouTube, Twitter, Vimeo, LinkedIn) and/or presume, which were made available, displayed, integrated or shared by the User within the scope of the use of the functionalities. The content, availability and/or function and/or the terms of use of these external links are not controlled by Messe Berlin. Messe Berlin is not responsible for these; the external references are subject to the terms of use of the third parties and may be changed and/or discontinued by the third parties without the knowledge of Messe Berlin. In this case the liability limitations of Messe Berlin shall apply according to the regulations in Section 7 of these GTC.

4. Availability, updates and changes with the Event platform

4.1 According to the following Subclauses 4.2 to 4.5 of these GTC Messe Berlin undertakes to ensure the availability of the Event platform and the features during the period of use as well as to make adequate efforts and take measures to continuously improve these and to adjust these oriented to the requirements of the User.

4.2 Messe Berlin will carry out the required updates, which are necessary for maintaining the contractual conformity of the digital product. The Users will be informed of the updates.

4.3 Messe Berlin will provide its services in accordance with the technical standards normally to be expected for this type of service provision and with due care. However, the User is aware that, given the state of the art, it is not possible to provide completely error-free services in the field of digital media and thus to ensure unrestricted availability. In particular, there is no fault in the provision of the event platform and/or features at least if the fault or malfunction is caused by the use of unsuitable display software and/or hardware (e.g. browser) on the part of the User.

4.4 Messe Berlin does not guarantee the permanent and uninterrupted availability of the event platform, or the features offered within this context. There may be times when the Event platform is unavailable due to technical errors or network outages or for maintenance and support activities.

4.5 Messe Berlin is entitled to make changes to the Event platform and/or the functionalities if the changes are necessary for technical, legal or user-oriented reasons, in particular for the following purposes:

4.5.1 Installation of security updates;

4.5.2 Updates of the digital products, which are necessary for retaining the condition as per contract;

4.5.3 Replacement of existing functions or deactivation of functions, which no longer correspond with the state of technology or no longer with the usage behavior;

4.5.4 Implementation of new product releases for purposes of better marketing, which serve the function retention and/or extension or

4.5.5 Implementation of legal requirements.

5. User obligations

5.1 The User is solely responsible for the provision and maintenance of all technical equipment required for access to and use of the Event platform and features, in particular hardware, operating system, Internet connection and up-to-date browser software.

5.2 The User is obligated not to share their access details with third parties and to protect these against access by third parties. The User is liable for any misuse of the user profile for which

they are responsible.

- 5.3 Insofar as the User processes personal data of other persons for his/her own purposes, which he/she received from the Event platform or the functionalities he/she shall act as data controller within the meaning of the EU GDPR and as such is responsible for the lawfulness of the processing and the compliance with the applicable rules under data protection law.
- 5.4 The User hereby agrees to respect the rights of third parties, including those of Messe Berlin. In particular, the User is therefore not permitted:
 - 5.4.1 to use the information contained within the scope of the features (e.g. contact details) or the communicative features provided (contacting other users) for advertising purposes within the framework of mass communication;
 - 5.4.2 to send or post data which, in particular by its type, nature, size or number, is capable of damaging or blocking the entire IT infrastructure of Messe Berlin or computers of other third parties, or of spying on or damaging data contained therein (e.g. by means of viruses, Trojans, spam e-mails);
 - 5.4.3 to take actions or distribute content in connection with the use of the features that violate the rights of third parties (e.g. copyrights, trademark rights, personal rights or data protection rights) or violate applicable legal provisions, in particular the applicable criminal laws, provisions for the protection of minors, data protection laws or regulations under competition law.
- 5.5 The User agrees to comply with the CoC and to refrain from any violations thereof.

6. Announcement and notification

- 6.1 The User agrees that Messe Berlin may provide the User with notices and messages in the following ways:
 - 6.1.1 within the features (e.g. in the chat function area); or
 - 6.1.2 to the e-mail address provided by the User at the time of registration;
- 6.2 The User guarantees that the contact information is up to date.

7. Exclusion and limitation of liability

- 7.1 Messe Berlin makes no representations or warranties with respect to the Event platform and the features and makes no representation that the Event platform and/or the features will operate uninterrupted or error-free. The Event platform and its features (including content and information) are provided "as is" and "as available".
- 7.2 Messe Berlin makes no representations or warranties for any sales or profit expectations and/or business opportunities directly or indirectly associated with or expected to result from the user's participation in the Event and/or use of the Event platform and/or the features.
- 7.3 Messe Berlin shall be liable for damages caused intentionally or through gross negligence by Messe Berlin, its legal representatives, executive employees or vicarious agents, irrespective of the legal grounds.
- 7.4 Messe Berlin is liable for damages in the event of simple negligence, subject to statutory limitations of liability (for example, care in its own affairs), only
 - 7.4.1 for damage resulting in fatal or physical injury or damage to health;
 - 7.4.2 for damage arising from the breach of an essential contractual obligation. "**Essential contractual obligations**" are those obligations, the fulfillment of which renders the proper implementation of this usage agreement possible at all and on the compliance with which the respective other party may rely on as a rule. In the event of a breach of essential contractual obligations, Messe Berlin's liability for damages in cases of simple negligence shall be limited in amount to the damage typically foreseeable at the time the contract was concluded.
- 7.5 To the extent that liability on the part of Messe Berlin is ruled out or limited, this also applies to the employees, management staff, vicarious agents and legal representatives of Messe Berlin.

- 7.6 The above exclusions and limitations of liability do not apply in the case of negligent injury to life, limb or health of persons, the express warranty of characteristics and in the case of liability under the German Product Liability Act [*Produkthaftungsgesetz*] and shall apply without prejudice to mandatory statutory provisions under the applicable data protection law.
- 7.7 With the exception of claims resulting from Subclause 7.6 of these GTC, claims for damages by the User, for which liability is limited according to Subclause 7.7. of these GTC, shall become statute-barred after one year, calculated from the start of the statutory limitation period.

8. Online dispute resolution platform

- 8.1 The European Commission provides a platform for online resolution of disputes out of court (ODR platform). This platform can be accessed at <https://ec.europa.eu/Consumers/Odr>. The contact details of Messe Berlin, including the email address, can be found in the legal notice of **Messe Berlin - Imprint (messe-berlin.de)**
- 8.2 Messe Berlin is neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration board.

9. Place of performance, place of jurisdiction, applicable law, severability clause

- 9.1 The place of performance and place of jurisdiction for all disputes arising in connection with the use of the Event platform is Berlin (Germany) if the user is a merchant as defined in German law (*Kaufmann*), a legal entity existing under public law, or a public-law special fund or if the user does not have a general place of jurisdiction in the Federal Republic of Germany.
- 9.2 German law applies on an exclusive basis to all disputes arising from or in connection with the use of the Event platform.
- 9.3 Should individual clauses of these GTC be or become invalid, this shall not affect the validity of the remaining provisions. The parties undertake to replace the invalid provisions with other valid provisions that correspond as closely as possible to the economic purpose of the invalid provisions.

Annex 1 Code of Conduct

Messe Berlin has created an optimum framework for the open communication with and between people from all over the world. We bring people together so that they can connect, meet, exchange ideas and generate business.

We distinguish ourselves by respect, open-mindedness and interest. We want to be a platform for exchange and create a holistic communication environment.

You can find the rules of conduct below for the Event platform:

1. You shall comply with all applicable laws, protect and without rights, data protection laws, intellectual property laws, anti-spam laws, export regulations, tax laws and official rights.
2. You have to enter your real name in your correct profile.
3. You must use the services in a professional manner.
4. You will behave in the chat in a professional manner (e.g. treat chat and dialog partners with respect, etc.).

You undertake not to act or proceed as follows:

1. Provide a false identity in the event platform, misrepresent your identity, create a member profile for another person corresponding to another person;
2. Develop, use or utilize any software, devices, scripts, robots or other means or processes (browsers, plug-ins and add-ons and other features) to circumvent the services or otherwise copy profiles and other data from the services;
3. To disclose information is obviously false;
4. The services or their associated data to rent, lease, sell, exchange, sell / resell or otherwise monetize, or without access to data, which are in the possession of the event platform.