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LogiMAT.digital 2021 Terms of Participation

1. General Information

The relationship between EUROEXPO Messe- und Kongress-GmbH (“Organizer”) and the Participants of LogiMAT.digital 2021 (April 1, 2021 – March 31, 2022) is governed exclusively by these Terms of Participation of the Organizer.

The platform brings together the following groups of people (“Participants”):

- Vendors/Providers and the persons assigned to them
- Visitors/Attendees who can be contacted by vendors
- Visitors/Attendees who CANNOT be contacted
- Speakers (who can also be visitors, vendors, or the Organizer)
- Organizer
- Press representatives

The platform hosts one-day and multi-day events (workshops, roundtables, lounges, presentations, lectures, press conferences, etc.).

During live events, all Participants can interact through the chat function, which can be toggled on and off.

Virtual rooms are available for press conferences and are open to the vendor’s invited press representatives and speakers. The Organizer does not offer press appointments to visitors and other vendors. Vendors can book workshops or roundtables for registered visitors and rent lounges to meet with Participants. Vendors can post digital press releases to be forwarded to the registered press representatives.

By registering, Participants accept the Organizer’s Terms of Participation as binding. These Terms of Participation also apply to any other persons on behalf of whom Participants register.

In the event of contradictions, the contract documents shall apply in the following order of precedence:

- Individual agreements
- These LogiMAT.digital 2021 Terms of Participation

General terms and conditions of vendors that contradict the Organizer’s Terms of Participation shall be ineffective except where the Organizer has expressly accepted in writing the specific deviations requested by the vendor.

2. Technical Platform

LogiMAT.digital 2021 is a digital platform. LogiMAT.digital 2021 uses the platform of Converve GmbH with the help of other tools such as BigMarker, managing the interaction between visitors and vendors through electronic means of communication (such as online chat) for the purpose of matchmaking and business networking.

Participants are responsible for being able to use these tools. The inability to use these tools—due to a company’s in-house requirements, for example—does not entitle Participants to cancel their participation free of charge.

The Organizer guarantees 95% availability of the platform at the transfer point during the term of the contract. The rights of vendors in the absence of this guaranteed availability are set forth in Section 8 below. "Availability" here means that the platform can be used or, if it cannot be used, that the reasons lie beyond the control and responsibility of the Organizer.

3. Offer and Start of Contract

3.1 Visitors

3.1.1 Network Profile

Visitors must register on the LogiMAT.digital 2021 website. Visitor network profiles must include the company name, function, first name, last name, postal address, email address, telephone number, website address, and topics of interest. Visitors have access to a search function to help them find content matching their interests.

All information in visitor profiles must be true. Visitors who violate this obligation may be excluded from LogiMAT.digital by the Organizer.

3.1.2 Exclusion of Visitors

The Organizer is entitled at any time to exclude visitors from using the platform if their participation is unacceptable to the Organizer and/or to vendors (for lack of relevance to intralogistics issues, for example).

3.1.3 Free and Paid Content

Access to LogiMAT.digital 2021 and its content is generally free of charge, but certain online sessions and lecture series may be subject to a fee.

3.2 Vendors

3.2.1 Admission

All vendors are exhibitors who have registered for LogiMAT trade shows to be held 2021 / 2022.

Vendors are required to register to participate in LogiMAT.digital 2021. The contract between the vendor and the Organizer begins automatically if the order confirmation is not contested. The order confirmation will be emailed to the address indicated in the order.

Vendors commit to pay to the Organizer the fee agreed in the offer plus the applicable statutory value-added tax.

3.2.2 Company Profile

Vendors must name a contact person during registration, specifying the company name, function, first name, last name, postal address, email address, fax number, telephone number, website address, and product categories offered. Vendors also have the option of specifying employees who can be assigned to services and products and of providing photos and videos.

All information in vendor profiles must be true. Vendors who violate this obligation may be excluded from LogiMAT.digital by the Organizer.

3.2.3 Deletion of Vendor Data

After the end of LogiMAT.digital 2021, all content of vendors on the platform who do not extend the contract for the subsequent LogiMAT.digital will be deleted.

3.2.4 Services of Organizer

Vendors can fill and design their virtual space as needed on their own at any time for the duration of LogiMAT.digital 2021.

All content must meet the technical specifications of the platform provider and be associated with the domain of intralogistics.

Vendors are charged a one-time registration fee for the entire term. This includes the following services:

- Company profile of vendor with up to 10 network profiles for products, product groups, and/or company divisions with up to 3 photos, 3 videos, and 3 downloads each
- Invitations for up to 99 colleagues and/or employees using deep links automatically assigned to each vendor
- Press services
- Print and online promotion of platform

Vendors also have the option, for a separate fee, to book lounges, roundtables, press conferences, and event slots for purposes such as product presentations. The online events can be booked and broadcast at any time during the platform's term. To ensure that vendors receive exclusive airtime, only one channel is broadcast at a time. As an additional benefit, vendors who book slots can be given the contact information of those who registered for their presentations.

3.2.5 Responsibility of Vendor

Vendors are responsible for any costs associated with meeting the technical requirements of participating in LogiMAT.digital. This specifically includes the requirements for the smooth and timely presentation of web conference content.

Vendors are solely responsible for selecting and presenting their content. The Organizer does not check to what extent the selection and presentation of content by vendors are adequate to meet their intended purposes and needs.

The Organizer shall check the legal admissibility of content posted by vendors only if a third party claims that the content infringes on its own rights.

3.2.6 Obligation of Vendor to Review Data

The Organizer imports vendor content onto the platform and notifies vendors by email that their data has been entered. The content is not activated and made visible until approved by the vendor.

Vendors can augment or modify their content on their own at any time during the term of the contract.

If the Organizer changes content (such as entries) on behalf of the vendor, the vendor shall immediately check to ensure that the changes are displayed correctly and report any errors to the Organizer in writing (email, etc.) within three business days. At the end of this period, the content is considered to have been accepted.

3.2.7 Rejection, Removal, Deactivation

The Organizer is entitled to reject content from the vendor if there are concrete indications that it violates applicable law or impairs or infringes the rights of third parties, or if the presentation of the content is unacceptable to the Organizer for other reasons. Specifically, this includes content whose presentation falls significantly short of technical and/or quality design standards or otherwise has the potential to portray the Organizer and/or platform in a negative light or to significantly diminish the trust of third parties in the Organizer or platform.

Even during the presentation of the content, the Organizer is entitled at any time to remove or deactivate the content immediately and without prior consultation with the vendor if there are concrete indications that the content and/or any linked target pages violate applicable law or impair or infringe the rights of third parties or if the presentation of the content is unacceptable to the Organizer for other reasons. Paragraph 1 applies accordingly.

The Organizer shall inform the vendor immediately, stating the reasons, if it has taken any measures outlined in paragraphs 1 and 2 above. In the case of paragraph 1, the vendor is free to provide the Organizer with new or modified content that meets the contractual requirements. The vendor bears the responsibility for any resulting delays. In the case of paragraph 2, the vendor shall immediately either bring the content or any linked target page

into compliance with the contract, provide other content or another link, or prove that the current state is in compliance with the contract.

The Organizer shall discontinue the measures taken under the terms of paragraph 2 as soon as the vendor proves to the Organizer that either contractual compliance has been restored or the existing state is in compliance with the contract.

The above measures shall not affect the vendor's obligation to pay the fees.

3.2.8 Contractual Obligations of Vendor

The vendor must update the content during the term of the agreement, if necessary, and keep it retrievable.

The vendor must notify the Organizer without delay if it becomes aware of any indications that the content it has provided violates applicable law or impairs or infringes any third-party rights.

If the vendor detects disruptions in the contractual provision of services, it shall notify the Organizer immediately in writing (email, etc.).

3.2.9 Liability of Vendor

The vendor guarantees that the content it provides and any linked target page(s) neither violate applicable law nor impair or infringe any third-party rights.

The vendor indemnifies the Organizer against any third-party claims in connection with infringements of rights pursuant to paragraph 1 and undertakes to compensate the Organizer to this extent for any disadvantages and losses arising therefrom.

The vendor is also liable in accordance with the statutory provisions for all losses incurred by the Organizer due to the failure of the vendor to perform its contractual obligations.

4. Cancellation by the Organizer

Should it be economically unfeasible to hold LogiMAT.digital 2021 due to insufficient numbers of Participants or force majeure, the Organizer may withdraw from the contract and cancel LogiMAT.digital 2021. The Organizer will then notify Participants immediately and refund any participation fees already paid. Further claims of Participants are excluded unless the organizer is guilty of intent or gross negligence.

5. Change of Event Dates and Content

The Organizer reserves the right to continuously revise LogiMAT.digital 2021, to change the dates and duration of presentations, and to modify the tools with which it is implemented. There is no entitlement to a specific lecture, workshop, or speaker.

6. Rights of Use

The Participant grants the Organizer a simple, non-exclusive, non-transferable, worldwide right to use the content provided, limited in time to the period until the end of LogiMAT.digital 2021, and limited in content to the purpose of the contract. Notwithstanding the above, the rights granted by the vendor with respect to the extension referred to in Section 3.2.3 shall apply until revoked by the vendor.

The aforementioned rights also include the right to store, reproduce, publish, digitize, and edit the content, insofar as this is necessary for the performance of the contract.

7. Payment Terms

7.1 Once the contract has been signed, the Organizer will send the Participant an invoice for the contractually owed fee. The invoice may also be sent electronically. All prices quoted are net prices and do not include the statutory value-added tax.

7.2 Fees will be invoiced after registration and are due and payable within 10 days of receipt of invoice unless otherwise specified in the invoice.

7.3 If the Participant is in default, the Organizer is entitled to claim interest on arrears at a rate of 9% annually to the extent permitted by law. The Organizer is entitled to exclude the Participant from participating in LogiMAT.digital 2021 until the agreed payment is rendered in full.

7.4 Payments are to be made without deductions to the Organizer's bank account indicated on the invoice.

7.5 Any objections to an invoice must be submitted in writing to the Organizer within 14 days following receipt of the invoice.

7.6 If payment is made after the due date or otherwise delayed, the Organizer's claims shall be determined in accordance with Section 288 of the German Civil Code (BGB).

8. Guarantee of Organizer

8.1 The Organizer shall present the content for the duration of this contract according to its terms and keep the relevant web pages available within the scope of Section 2 above.

8.2 If the performance of the Organizer falls short of the contractual agreements during the term of the contract, the vendor is entitled to an appropriate reduction of the fee. This does not apply if the underperformance is insignificant.

8.3 The above provision does not affect vendor rights to claim damages in accordance with the statutory provisions.

9. Liability of Organizer

9.1 The Organizer is liable only where it or its legal representatives, executive employees, or other vicarious agents are at fault based on the following provisions.

9.2 The Organizer is liable without limitation for losses caused intentionally or through gross negligence by the Organizer or its legal representatives, executives, or simple vicarious agents, as well as in the case of fraudulent intent and in the case of personal injury.

9.3 In the event of a slightly negligent breach of an obligation whose performance the vendor could reasonably expect and whose fulfillment is a prerequisite for the proper execution of the contract (cardinal obligation), the obligation to pay compensation shall be limited to such losses as may typically be expected to occur within the scope of the present contractual relationship (foreseeable losses typical for the contract). Otherwise, liability for losses caused by slight negligence is excluded.

9.4 The Organizer is not liable for losses caused by malfunctions of telephone lines, servers, and other equipment that are not within its responsibility.

10. Data Privacy

10.1 Vendors collect the personal data of Participants of LogiMAT.digital 2021.

10.2 Vendors are responsible for complying with applicable data privacy regulations. In addition to the fulfillment of this contractual relationship, this also includes the vendor's own data processing purposes, insofar as these are to be pursued in connection with LogiMAT.digital and the negotiated service package, and it may also include the obligation to enter into an agreement on joint responsibility pursuant to Art. 26 of the EU General Data Protection Regulation (GDPR).

10.3 Under these Terms and Conditions, the Organizer processes various personal data for various purposes (contract performance, legitimate interests such as direct advertising to the extent permitted by law) and to this extent is itself responsible for complying with applicable data privacy regulations. Information on notification requirements can be found in the Organizer's data privacy policy at <https://www.euroexpo.de/en/datenschutz>.

10.4 This does not affect Art. 82 GDPR.

11. Final Provisions

11.1 These Terms of Participation are subject to the laws of the Federal Republic of Germany to the exclusion of the provisions of international private law and the UN Convention on the International Sale of Goods.

11.2 For all parties who are merchants as defined by German law, the place of performance is Munich and the place of jurisdiction is the courts of Munich. This jurisdiction also applies to non-merchants if permissible under the German Code of Civil Procedure and the European Ordinance on Jurisdiction of the Courts and Recognition and Enforcement of Civil and Commercial Decisions.

11.3 The Organizer reserves the right to make changes and additions relating to the technical platform and data privacy.

11.4 Any amendments and additions to a contract and any waiver of a right arising from this contract are effective only if put into writing and, where required by law, signed. This applies as well to any waiver of this requirement.

11.5 If individual provisions of these LogiMAT.digital 2021 Terms of Participation or a provision within the scope of other agreements are or become invalid in whole or in part, this shall not affect the legal validity of the remaining provisions. Any invalid provision shall be replaced by an appropriate provision that most closely reflects the intent of the invalid or missing provision.

11.6 The German text and German law shall prevail in the interpretation of the Terms of Participation and all other conditions.

Last updated: March 2021