

Terms and conditions of participation for electronica virtual exhibitors

The following terms and conditions of business apply to the contract between Messe München GmbH and the exhibitor regarding the exhibitor's participation in electronica virtual. Counter-acknowledgments on the part of the exhibitor with reference to its own terms and conditions of business or purchasing are hereby rejected. Deviations from the terms and conditions of business of Messe München GmbH shall only be effective if they are confirmed in writing by Messe München GmbH.

§ 1

Services to be provided by Messe München GmbH

When participating in electronica virtual, the exhibitor can choose from one of three service packages.

A specific description of the services in each individual service package can be found in the registration form.

electronica virtual will take place November 9, 2020 until November 12, 2020.

§ 2

Requirements for participation

1. By sending the completed registration form, the exhibitor shall order the relevant service package as per the description. Application deadline for the virtual stand packages Basic, Midi and Maxi is October 19, 2020, 24:00 and for the individual stand package it is October 5, 2020, 24:00. By submitting the registration form, the exhibitor acknowledges the terms and conditions of participation in a binding manner. Registration is binding for the exhibitor. The contract between the exhibitor and Messe München GmbH shall come into force upon confirmation of participation. The confirmation must be made in writing.
Payment can only be made via bank transfer or credit card. Other forms of payment, e.g. cash payments or check payments, are not possible; Messe München GmbH shall accept no liability in the event of loss.
2. The exhibitor shall only be entitled to take part in electronica virtual if it exhibits products and services contained in the Directory of Goods and Services (according to application form). When participating in electronica virtual, the exhibitor shall choose a key area from the Directory of Goods and Services (according to application form). If the exhibitor does not meet these requirements, the registration process shall be aborted. Any fee already paid shall be refunded.
3. The exhibitor must exhibit at electronica virtual least one product or service which is contained in the Directory of Goods and Services (Annex 1) and falls under the key

area chosen by the exhibitor. The exhibitor shall also be entitled to exhibit goods and services from other key areas listed in the Directory of Goods and Services.

4. The exhibitor shall not be entitled to exhibit goods or services which are not listed under one of the key areas contained in the Directory of Goods and Services. In this case, Messe München GmbH shall be entitled to block access to the exhibition area of electronica virtual for the exhibitor and the fee paid shall not be refunded.
5. The exhibitor shall ensure that the live chat at its virtual trade fair stand is manned online by at least one competent member of staff from 09:00 until 17:00 (CET) for the entire duration of electronica virtual. It shall also ensure that this member of staff answers queries from visitors during this time. In the event that these requirements are not met, Messe München GmbH reserves the right to deactivate the exhibitor's virtual trade fair stand until the exhibitor once again oversees the chat.

§ 3

Fees

The fee for the respective service package can be found in the description of the packages in the registration form.

The invoice must be paid in full before any services are provided.

§ 4

Liability

1. The exhibitor is solely responsible for ensuring that the content of its exhibition, e.g. texts, graphics, links, catalog entries or conference announcements, does not infringe the rights of third parties.
2. Messe München GmbH shall not monitor the content that the contractual partner posts and distributes via the virtual platform and shall therefore accept no liability for this content including its correctness, legality and quality. However, Messe München GmbH shall, at its discretion, be entitled to block, delete or edit the content that is made available via the service or to publish this content elsewhere, especially if it becomes aware or can justifiably assume that the content or use thereof infringes the laws in force.
3. If Messe München GmbH, a company associated with Messe München GmbH or the employees, workers, staff, representatives, shareholders and vicarious agents of Messe München GmbH and/or companies associated with Messe München GmbH face legal action from third parties or the authorities in connection with the content posted by the contractual partner, the exhibitor shall indemnify Messe München GmbH, companies associated with Messe München GmbH or the employees, workers, staff, representatives, shareholders and vicarious agents of Messe München GmbH and/or companies associated with Messe München GmbH against any demands or claims, irrespective of their legal basis, on first demand. This includes reasonable legal costs.

4. Liability is excluded in cases where usability is impaired only to a negligible extent or on a short-term basis. Messe München GmbH shall accept no liability for disruptions, errors, delays or other impediments to performance which occur when content is transmitted via the Internet, except in cases of willful intent and gross negligence. Furthermore, Messe München GmbH shall accept no liability for access to and the availability of the Internet. Availability may be restricted at times, especially owing to maintenance work or other reasons. No liability shall be accepted for the consequences of restricted availability, regardless of the type or the reason.

§ 5

Contractual period, termination

This contract shall come into force upon signature by the contractual parties and shall end on November 12, 2020 with no need for termination. The right to ordinary termination is excluded.

The right to terminate the contract on an exceptional basis for an important reason shall remain unaffected. The termination must be made in writing.

If, owing to low numbers of participants, electronica virtual is not economically viable, Messe München GmbH shall be entitled to rescind the contract and cancel the event. In this case, Messe München GmbH shall notify the exhibitors immediately and shall refund any fees already paid in full. Further-reaching claims on the part of the exhibitor shall be excluded unless Messe München GmbH has acted with willful intent or in a grossly negligent manner.

§ 6

Other agreements

Any supplements or changes to this contract must be made in writing. No verbal agreements have been entered into. This agreement may only be changed by written agreement.

If one or more provisions in this contract are or become ineffective or unenforceable, this shall not affect the validity of the remaining provisions in the contract. In this case, the ineffective or unenforceable provisions shall be replaced by an admissible provision whose content most closely approximates that of the original provision from an economic point of view. The same shall apply to omissions in the provisions.

The place of performance and place of jurisdiction for all legal disputes arising from this contract is Munich. This contract is subject to the law of the Federal Republic of Germany.

Munich, September 22, 2020