

## General Terms & Conditions



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## EU and rest of the world

### meetyoo conferencing GmbH - General Terms and Conditions

(As at: 12.5.2022)

#### § 1 General, conclusion of the contract

1. The general terms and conditions (hereinafter "GTC") of meetyoo conferencing GmbH (hereinafter "meetyoo") shall apply to all services provided by meetyoo to its contractual partner (hereinafter "customer or "client"). Deviating or supplementary terms and conditions of the customer do not apply, even without express objection by meetyoo. They are only binding if confirmed in writing by meetyoo.

2. In the event of any inconsistency between the provisions of these GTC and

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the Contract and its schedules or ancillary agreements, the terms of the Contract and its schedules or ancillary agreements shall prevail.

3. The following applies to online contracts: sending the order to meetyoo, i.e. clicking on the "send order" button, constitutes a binding purchase request by the customer. The contract is concluded by the subsequent written order confirmation by e-mail from meetyoo.

## **§ 2 Services of meetyoo, availability**

1. meetyoo provides conference services. The nature and scope of the services owed by meetyoo are determined by the contract and the associated service specifications or ancillary agreements.

2. The performance of the services for the client shall be carried out with the care, skill and prudence customary in the performance of such services by a qualified professional or firm.

3. meetyoo may use third party networks, facilities and technologies that are not owned or controlled by the contracting parties for the provision of the services to the customer.

4. If meetyoo agrees on the usability of the services by the customer at any time, meetyoo provides this service with an availability of 98.5%. The availability is calculated on the basis of the time allotted to the respective calendar month in the contractual period minus the maintenance times. meetyoo is entitled to carry out maintenance work for a total of five hours in the calendar month between 3:00 and 6:00 a.m. German time. During the maintenance period the services are not available.

## **§ 3 Client's responsibilities**

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1. The customer must provide the necessary technical infrastructure, in particular hardware, software, and telecommunications connection. Information on the requirements for the technical infrastructure necessary for the use of the services of meetyoo will be provided to the customer on request, insofar as this is not already included in the contract, the service specifications, or ancillary agreements.
2. The customer is obliged, within the scope of his possibilities, to check the proper provision of the service by meetyoo and to report any disruptions to meetyoo without delay.
3. The customer is prohibited from removing, altering, or concealing any copyright, trademark, or proprietary mark contained in or on the services of meetyoo, as well as from making any alterations to the services or products of meetyoo. This also applies to services and products of third parties of which meetyoo makes use in the context of its services to the customer (§2 paragraph 3). The use of the web pages and products of meetyoo or third parties is only permitted within the limits of copyright, trademark, patent, name and labelling rights and other industrial property rights. Duplication, processing, distribution and any kind of exploitation outside these limits require the prior written consent of the respective author or creator.
4. The customer is solely responsible for the content of his conferences, seminars or other online events which he organizes via meetyoo or with meetyoo products. The personal rights of third parties must be respected. The customer must ensure that no information is given, statements made, files posted or content communicated that violates applicable law or morality and, in particular, that glorifies violence, violates the rights of third parties or discriminates against persons on grounds of race, ethnic origin, gender, religion or belief, disability, age or sexual identity.

5. The customer undertakes to comply with the statutory provisions - in particular the German Federal Data Protection Act (BDSG) and the Data Protection Act of the European Union (DS-GVO) - when processing personal data. Supplementary regulations and information on this are provided in the meetyoo data protection declaration (<https://meetyoo.com/en/data-security>).

6. meetyoo shall be indemnified against all claims by third parties based on a culpable breach by the customer of the obligations contained in § 3 para. 3, para. 4 and para. 5. The customer must inform meetyoo immediately if he recognizes or should have recognized such a breach.

## **§ 4 Prices, payments**

1. Price and service specifications as well as other declarations or assurances are only binding for meetyoo if they have been made or confirmed by it in writing. Unless otherwise agreed in writing, remuneration will be calculated on a time and material basis at meetyoo's prices valid at the time of conclusion of the contract.

2. All prices are Euro prices unless otherwise stated, and do not include value-added tax. This will be invoiced separately at the applicable rate in accordance with the applicable tax regulations.

3. meetyoo can invoice on a monthly basis. If services are remunerated on a time and material basis, meetyoo will document the nature and duration of

the services and transmit this documentation with the invoice. In the case of online contract conclusion, invoices and itemized bills (EVN) are provided in the customer portal (meetyoo services: <https://portal.meetyoo.de>, meetgreen services: <https://portal.meetgreen.de>) or on request by paper invoice (for a surcharge of 5 euros). The customer must ensure that the e-mail address deposited with meetyoo conferencing GmbH is deliverable in the event of invoice delivery via the portal for the notification e-mail and is regularly retrieved by the customer. Any changes to the delivery address must be notified immediately.

4. If the customer does not agree with an invoice or does not agree with it in part, the customer shall notify meetyoo within 14 calendar days of receipt of the invoice. Otherwise, the invoice is deemed to be accepted.

5. All invoices are due immediately and payable without deduction no later than 14 calendar days after receipt.

## **§ 5 Right of retention, set-off**

1. A right of retention on the part of the customer, insofar as it is not based on the same contractual relationship, is excluded. meetyoo is entitled to avert the exercise of the right of retention by providing security - including a guarantee.

2. The customer may only set off claims that are undisputed or have become res judicata.

3. If the customer is in default of payment, meetyoo is entitled, without prejudice to other rights, not to provide the customer with any further services until the end of the default ("block"), after having given the customer prior notice of the block by setting a deadline of 10 days.

## **§ 6 Reservations of rights**

meetyoo retains ownership and rights to be granted in respect of services until the remuneration owed has been paid in full.

## **§ 7 Use by third parties**

1. The customer must protect his access to the services of meetyoo against unauthorized use by third parties. The customer is liable for any unauthorized use of his access insofar as he is at fault. The customer must inform meetyoo immediately if there is a reasonable suspicion of unauthorized use of his access.

2. The customer must pay the agreed prices for services provided by meetyoo on the basis of use by third parties authorized by him. He must also pay these prices for services provided by meetyoo on the basis of unauthorized use by third parties if the customer is responsible for this use.

## **§ 8 Confidentiality**

1. The customer and meetyoo are mutually obliged for an unlimited period of time to maintain confidentiality about business and trade secrets or information designated as confidential that becomes known in connection with the performance of the contract. The contents of conferences and all data of the conference topics are considered confidential data.

2. The Parties shall not disclose Confidential Information to anyone without the written consent of the other Parties, except to employees, representatives, subcontractors or agents of a Party to the extent that they need to know the information in order to perform the Services and to the extent that they are bound by the same confidentiality obligation.

3. meetyoo and its employees are also prohibited from processing or otherwise using any information or data obtained for any purpose other than the purpose of fulfilling the respective task. This applies in particular to the execution of transactions in securities and derivatives.

4. The Parties shall use commercially reasonable efforts to ensure compliance with these confidentiality provisions by their employees, in the case of subcontractors or agents.

5. The provisions on confidentiality shall not apply to data which 1. was in the possession of a Party prior to the negotiations leading to this Agreement, 2. is already generally known or subsequently becomes so without breach by a Party of the provision of this Regulation, or 3. is disclosed in compliance with a legal provision or court order, provided that the other Party has been given reasonable notice of the legal provision or order.

## **§ 9 Interruption in the provision of services**

1. If force majeure, strike, or another incapacity on the part of meetyoo or one of its vicarious agents through no fault of its own impairs compliance with deadlines ("disruption"), the deadlines shall be postponed for the duration of the disruption, if necessary including a reasonable restart phase. A contracting party must inform the other contracting party without delay of the disruption that has occurred in its area and the expected duration of the postponement.

2. If the expenditure increases due to a malfunction, meetyoo can demand remuneration for the additional expenditure, unless the cause lies outside the customer's area of responsibility and the customer is not responsible for the malfunction.

3. meetyoo is no longer obliged to perform if it no longer has the service owed. meetyoo undertakes to inform the customer immediately of the non-availability and to refund any consideration already received.

## **§ 10 Defects**

Liability for only minor defects is excluded. The right to withdraw from the contract remains unaffected.

## **§ 11 Legal deficiencies**

1. meetyoo shall only be liable for infringing on third-party rights through their services insofar the service is being used, in accordance with the contract and in particular, in the area of use contractually provided for.

2. meetyoo is liable for infringements of third party rights only within the European Union and the European Economic Area and at the place of



contractual use of the service.

3. If a third party asserts against the customer that a service provided by meetyoo infringes his rights, the customer shall notify meetyoo without delay. meetyoo and, if applicable, its subcontractors shall be entitled, but not obliged, to the extent permissible, to defend the asserted claims at their expense.

4. If a service provided by meetyoo infringes the rights of third parties, meetyoo will, at its own discretion and at its own expense, 1. procure for the customer the right to use the service or 2. make the service non-infringing or 3. take back the service with reimbursement of the remuneration paid for it by the customer (less reasonable compensation for use) if meetyoo cannot achieve any other remedy with reasonable effort. The interests of the customer will be adequately taken into account.

## **§ 12 Limitation period**

Claims for defects shall become statute-barred within one year from the statutory commencement of the limitation period. This does not apply to claims according to § 438 paragraph 1 No. 2 BGB and § 634a paragraph 1 No. 2 BGB.

## **§ 13 Limitation of liability**

1. meetyoo is liable for damages arising from injury to life, body or health in accordance with the statutory provisions.

2. meetyoo is only liable for other damages if these are based on an intentional or grossly negligent breach of duty by meetyoo or a legal

representative or vicarious agent of meetyoo.

3. meetyoo is not liable for slight negligence unless an essential contractual obligation (cardinal obligation) is violated. In these cases, however, liability is limited to the foreseeable damage typical of the contract.

4. meetyoo is not liable for such damages which can be excluded if the customer carries out a proper data backup.

5. meetyoo is not liable for the compatibility of its services with technical equipment for which the customer is responsible (section 3.1).

6. If meetyoo uses third party networks, facilities and technologies that are not owned or controlled by the contracting parties (section 2.3) for the provision of the services to the customer, these third parties are liable to the customer only to the extent that meetyoo would be liable to the customer under these GTC.

7. If, for the provision of services to the customer, meetyoo uses networks, facilities, and technologies of third parties that are not owned or controlled by the contracting parties (clause 2.3), meetyoo shall only be liable in a subordinate manner for damages arising therefrom. The customer must first assert his damages in court against the third party. Any claims of meetyoo against the third party, which are necessary for the assertion of the damage of the customer against the third party, are assigned by meetyoo to the customer for this purpose. meetyoo is obliged to make available to the customer all necessary information and documents. Only if and insofar as the customer is unable to obtain compensation for the damage from the third party can the customer claim the damage from meetyoo. The provisions of these GTC in other respects also apply to this.

8. The above applies accordingly to claims for reimbursement of expenses and other liability claims (consequential harm caused by a defect, loss of profit, etc.) of the customer against meetyoo.

9. Liability under the Product Liability Act remains unaffected.

10. If the scope of application of § 70 TKG (Telecommunications Act) is opened, the provisions therein apply to financial losses insofar as a limitation of liability of meetyoo does not already exist through the provisions of clauses 13 and 14.

## **§14 Limitation of liability**

1. If meetyoo is in default with the provision of the service, the compensation for damages and expenses of the customer is limited to 0.5% of the price for the part of the service that cannot be used due to the default for each complete week of the default. The liability due to delay is limited to a maximum of 5% of this price in total.

2. For each individual case of damage, liability shall be limited to the contract value, in the case of ongoing remuneration to the amount of remuneration per contract year, but not to less than € 50,000.00. The parties may agree on further liability against separate remuneration when concluding the contract.

3. Section 14 (1) and (2) of these GTCs shall not apply in the event of intent or gross negligence or in the event of injury to life, limb or health. § 13 Para. 9 and Para. 10 shall also apply here.

**§ 15 Termination**

The contract may be terminated by the contracting parties in accordance with the contractual agreements or the statutory provisions. Any termination must be in writing to be effective.

The contract may be terminated by the other party without notice for good cause if an application for the opening of insolvency or composition proceedings has been filed against the assets of the party.

**§ 16 Written form**

All amendments and additions to contractual agreements must be made in writing. This also applies to the cancellation or amendment of the written form requirement.

**§ 17 Applicable law, place of jurisdiction**

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

In the case of contracts with merchants, legal entities under public law, or a special fund under public law, the place of jurisdiction shall be Berlin-Charlottenburg.

**§ 18 Severability clause**

Should individual provisions of these terms and conditions be invalid, this shall not affect the validity of the remaining provisions or of the contract

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itself.

## North America

### **MEETYOO Inc. - General Terms and Conditions of Virtual Events**

(Last Updated: 15.5.2022)

#### **§ 1 General, conclusion of the contract**

1. These General Terms and Conditions of Virtual Events (hereinafter "GTC") of MEETYOO Inc., 80 Pine Street, Floor 24 New York, NY 10005, USA (hereinafter "MEETYOO") shall apply to Services within the frame of Virtual Events ("the Services") to its contractual partner (hereinafter "customer" or "client"). The Services will be provided by the MEETYOO Platform ("the Platform"). Deviating or supplementary terms and conditions, schedules, service specifications, and ancillary agreements of the customer do not apply, even without express objection by MEETYOO. They are only binding if signed by a duly authorized representative of MEETYOO (each, a "Contract").

2. In the event of any inconsistency between the provisions of these GTC and the Contract and its schedules or ancillary agreements, the terms of the Contract and its schedules or ancillary agreements shall prevail.

3. The following applies to online contracts: sending the order to MEETYOO, i.e. clicking on the "send order" button, constitutes a binding purchase request by the customer. The contract is concluded by the subsequent written order confirmation by e-mail from MEETYOO.

#### **§ 2 Services of MEETYOO**

1. The nature and scope of the Services owed by MEETYOO are determined by the Contract.

2. The performance of the Services for the client shall be carried out with the care, skill and prudence customary in the performance of such Services by a

qualified professional or firm.

3. MEETYOO may use third party networks, facilities and technologies that are not owned or controlled by the parties for the provision of the Services to the customer.

### **§ 3 Availability of the Platform / Maintenance**

1. The customer acknowledges that 100% availability of the Platform is technically impossible. MEETYOO strives to keep the Platform for the MEETYOO Services available without interruption with a minimum Platform availability of 98,5 % per month. FExcept as otherwise set forth herein, MEETYOO shall not be responsible for maintenance, security or capacity issues, disruptions of public communication networks, power failures, and hardware, IT infrastructure and software failures of the customer, and customer acknowledges that the foregoing may lead to short-term disruptions or to the temporary suspension of the services of the Platform. This contract merely grants a right to use the Platform within the framework of these technical and operational possibilities of MEETYOO just described.

2. The customer acknowledges that MEETYOO must carry out maintenance work; this is generally carried out at weekends or at night (planned maintenance work). In the event of an emergency, MEETYOO reserves the right, at its own discretion, to carry out maintenance work on the entire Platform (unplanned maintenance). In the event of unplanned maintenance, MEETYOO undertakes to inform the customer as soon as possible by e-mail or by telephone of the maintenance work. In the context of (planned or unplanned) maintenance work, the availability of the Platform is not always restricted or interrupted, but there is a possibility of such restrictions or failures. In these cases, MEETYOO undertakes, in collaboration with the customer, to restore availability as quickly as possible using its own operational resources.

3. The customer is aware that the data for operating the Platform and for conducting Virtual Events on the Platform are transmitted via public channels, in particular the Internet. The customer acknowledges that the

transmission is not 100% secure. MEETYOO undertakes to secure the customer's data according to industry standards and in accordance with the closed Data Processing Agreement (DPA), but does not guarantee 100% security.

## **§ 4 Service Level Agreement**

1. MEETYOO shall make commercially reasonable efforts to respond to a notification of a malfunction of the Platform by telephone or e-mail within 4 hours during business hours 8:00 am - 5:00 pm EST. In the case of serious faults, the time for a first response is reduced as defined below, provided the fault is communicated in person by telephone.

2. MEETYOO will rectify faults as quickly as possible. In this case the approximate times for a first answer and the solution are determined according to the specifications as shown below.

3. If the time limits for serious errors are not respected, MEETYOO's claim to remuneration for the event concerned will be reduced by 25%. If the time limits for serious errors set out below are not complied with twice, MEETYOO's claim to remuneration for the event concerned will be reduced by 50%. If the time limits for serious errors are missed three times, MEETYOO's entitlement to remuneration for the event in question will lapse completely. The reduction or cancellation of the claim to remuneration only applies if the causes of the failure lie within the sphere of control of MEETYOO and are the fault of MEETYOO. If such downtime is not within the control of MEETYOO or if the causes of the downtime are not the fault of MEETYOO as described in § 4 above, the claim for remuneration remains valid.

4. Error categories

Category	Description	First answer	Solution
Major	Errors which render the system unusable for most users, that make working with the system impossible for almost everyone, or that disable important functions of the system.	15 min.	1 hour
Medium	Errors which render the system unusable for numerous users, that make working with the system impossible for some, or that disable functions of the system.	2 hrs.	4 hours
Minor	Errors with minimal impact on the operation of the system.	8 hrs.	30 days

## § 5 Client's responsibilities

1. The customer must provide the necessary technical infrastructure, in particular hardware, software and telecommunications connection (collectively, "Technical Infrastructure"). Information on the requirements for the technical infrastructure necessary for the use of the Services of MEETYOO will be provided to the customer on request, insofar as this is not already included in the Contract, the service specifications or ancillary agreements. When customer uses the Technical Infrastructure to access the Services, the applicable terms of these GTC and any applicable usage terms associated with the Technical Infrastructure will govern customer's use of the Technical Infrastructure. MEETYOO does not endorse any Technical Infrastructure made available or marketed on or through the Services and/or Contract. MEETYOO does not license any intellectual property to customer as part of any Technical Infrastructure, and MEETYOO is not responsible or liable to customer or others for information or services provided by any Technical Infrastructure or for the results obtained from using them.

2. The customer is obliged, within the scope of his possibilities, to check the proper provision of the Services by MEETYOO and to report any disruptions to MEETYOO without delay.



3. The customer is prohibited from removing, altering or concealing any copyright, trademark or proprietary mark contained in or on the Services of MEETYOO, as well as from making any alterations to the Services. This also applies to services and products of third parties of which MEETYOO makes use in the context of its services to the customer (§2 paragraph 3). The use of the Services, web pages and products of MEETYOO or third parties is only permitted within the limits of copyright, trademark, patent, name and labelling rights and other industrial property rights. All right, title, and interest in and to the foregoing is the property of MEETYOO, MEETYOO's licensors, or third parties as applicable, and is protected by U.S. and/or international copyright, trademark, trade dress, patent and/or other intellectual property and unfair competition rights and laws to the fullest extent permitted by applicable law. Duplication, processing, distribution and any kind of exploitation outside these limits require the prior written consent of the respective author or creator.

4. The limited license granted in these GTC does not give customer any right to and customer may not: (i) use the Services for any political purpose; (ii) publish, copy, rent, lease, sell, export, import, distribute, or lend the Services unless MEETYOO expressly authorizes customer to do so; (iii) engage in any activity in connection with the Services that is unlawful, harmful, offensive, sexually explicit, obscene, violent, threatening, harassing, abusive, falsely representative of customer's persona, invasive of someone else's privacy, or otherwise objectionable to MEETYOO; (iv) harvest any information including personal data from the Services; (v) disassemble, decompile, decrypt, hack, emulate, exploit, or reverse engineer or modify the Services; (vi) interfere with the proper operation of or any security measure and/or circumvent or bypass any technological protection measures used by the Services; (vii) infringe any intellectual property or other right of any third party; (viii) use the Services in a manner that suggests an unauthorized association or is beyond the scope of the limited license granted to customer; or (ix) otherwise violate these GTC or any applicable third-party terms. Customer agrees to comply with all local, state, federal, national, foreign, and international laws, statutes, ordinances, regulations, treaties, directives, and

agreements that apply to customer's use of the Services. MEETYOO is not liable for any violation of these GTC by customer or by any other user.

5. MEETYOO does not claim ownership of and the customer is solely responsible for the content of his conferences, seminars or other online events (collectively, the "Content") which he organizes via the Services and/or with MEETYOO products. The personal rights of third parties must be respected. The customer must ensure that no information is given, statements made, files posted or content communicated that violates applicable law or morality and, in particular, that glorifies violence, violates the rights of third parties or discriminates against persons on grounds of race, ethnic origin, gender, religion or belief, disability, age or sexual identity. In exchange for customer's use of the Services, and to the extent that customer's Content gives rise to any copyright interest, customer hereby grants MEETYOO the worldwide, royalty-free, irrevocable, non-exclusive right to use, reproduce, modify, create derivative works from, distribute, transmit, exploit, publicly display, and publicly perform the Content for any purpose whatsoever without compensation, notice, or credit to customer. Customer hereby waives and agrees never to assert any moral rights of paternity, publication, reputation, or attribution with respect to use of the Content as licensed herein under applicable law. Customer represents and warrants that customer owns the sole unencumbered right in the Content and to grant this license and that use of the Content as granted herein will not violate or infringe the rights of any third parties. MEETYOO reserves the right, but MEETYOO is not obligated, to suppress, block, hide, remove, or delete any or all Content at MEETYOO's discretion, and to report any illegal Content and related user information to the appropriate authorities.

6. The customer undertakes to comply with the applicable statutory provisions and with the provisions of the Data Processing Agreement when processing personal data.

7. Customer shall indemnify and hold harmless MEETYOO against all claims by third parties based on a culpable breach by the customer of the

obligations contained in § 5 para. 3, para. 4 and para. 5. The customer must inform MEETYOO immediately if he recognises or should have recognised such a breach.

## **§ 6 Prohibited Activities**

1. The customer undertakes to refrain from any activities on or in connection with the Platform that violate applicable law or infringe the rights of third parties. In particular, the following actions are prohibited:

a) the posting, distribution, offering and advertising of pornographic content, services and/or products that violate youth protection laws, data protection laws and/or other laws and/or are fraudulent;

b) the use of content that insults or defames other participants or third parties;

c) the use, provision and distribution of content, services and/or products that are protected by law or encumbered with third-party rights (e.g. copyrights) without being expressly authorized to do so.

2. Furthermore, the following activities by the customer are also prohibited, irrespective of any infringement of the law, when posting their own Content on the Platform and when communicating with other participants (e.g. by sending personal messages, by participating in discussion forums or by writing guestbook entries):

a) the distribution of viruses, Trojans and other malicious files;

b) the sending of junk or spam mail and chain letters;

c) the dissemination of lewd, offensive, sexually explicit, obscene or defamatory content or communication, as well as content or communication that is likely to promote or support racism, bigotry, hatred, physical violence or illegal acts (in each case explicitly or implicitly);

d) harassing other participants, e.g. by making multiple personal contacts without or contrary to the reaction of the other participant, as well as

encouraging or supporting such harassment;

e) soliciting other participants to disclose passwords or personal information for commercial or unlawful purposes;

f) the distribution and/or public reproduction of content available on the Platform, unless this is expressly permitted by the respective author.

3. Also prohibited is any action that is likely to impair the smooth operation of the Platform, in particular to place an excessive load on the systems of MEETYOO.

4. In the event of suspicion of illegal or punishable acts, MEETYOO is entitled and, if necessary, also obliged to check all activities and, if necessary, to initiate appropriate legal steps. This may also include the forwarding of a case to law enforcement.

5. The customer undertakes to ensure that the participants do not carry out any actions on the Platform that violate items (1) to (3).

## **§ 7 Property Rights of MEETYOO**

1. With this contract, no rights in connection with the Platform, be it property rights or rights of use of any kind whatsoever, shall be transferred to the customer, insofar as nothing else arises from other provisions of this contract. This applies in particular to the design of the Platform, the design, the source code, as well as suggestions, ideas, improvements to the Platform, etc. implemented within the framework of the virtual Platform. The customer will not assert any claims against MEETYOO in this respect.

2. The customer undertakes, to the extent legally possible, not to modify, adapt, translate, reverse engineer, decompile or disassemble MEETYOO's software embodied in the Platform.

## **§ 8 Usage rights of MEETYOO**

1. The customer grants MEETYOO an irrevocable, royalty-free, paid-up non-transferable right to use the Content, in particular the right to store the

Content on MEETYOO's servers, to publish, to process and to reproduce the Content in extracts for advertising purposes. Any use for advertising purposes outside of the Platform is subject to the prior approval of the customer.

2. In particular, the customer grants MEETYOO the right to create and publish a reference ("success story"). Each success story will be produced by MEETYOO after completion of the event and can be used without restriction for advertising purposes; provided that for any use outside of the Platform, MEETYOO shall obtain the prior approval of the customer.

## **§ 9 Prices, payments**

1. Price and service specifications as well as other declarations or assurances are only binding for MEETYOO if they have been made or confirmed by it in writing. Unless otherwise agreed in writing, remuneration will be calculated on a time and material basis at MEETYOO's prices valid at the time of conclusion of the Contract.

2. All prices are US Dollar prices, unless otherwise stated, and do not include value added tax. This will be invoiced separately at the applicable rate in accordance with the applicable tax regulations.

3. MEETYOO can invoice on a monthly basis. If Services are remunerated on a time and material basis, MEETYOO will document the nature and duration of the Services and transmit this documentation with the invoice.

4. If the customer does not agree with an invoice or does not agree with it in part, the customer shall notify MEETYOO within 14 calendar days of receipt of the invoice. Otherwise the invoice is deemed to be accepted.

5. All invoices are due immediately and payable without deduction no later than 14 calendar days after receipt.

6. If the customer is in default of payment, MEETYOO is entitled, without prejudice to other rights, not to provide the customer with any further Services until the end of the default ("block"), after having given the

customer prior notice of the block by setting a deadline of 10 days.

## **§ 10 Use by third parties**

1. The customer must protect access to the Services of MEETYOO against unauthorized use by third parties. The customer is liable for any unauthorized use of his access insofar as he is at fault. The customer must inform MEETYOO immediately if there is a reasonable suspicion of unauthorized use of his access.
2. The customer must pay the agreed prices for Services on the basis of use by third parties they may authorized. Customer must also pay these prices for Services on the basis of unauthorized use by third parties if the customer is responsible for this use.

## **§ 11 Confidentiality**

1. The customer and MEETYOO are mutually obliged for an unlimited period of time to maintain confidentiality about business and trade secrets or information designated as confidential that becomes known in connection with the performance of the Contract. The contents of conferences and all data of the conference topics are considered confidential data.
2. The receiving party shall not disclose Confidential Information to anyone without the written consent of the disclosing party, except to employees, representatives, subcontractors or agents of the receiving party to the extent that they need to know the information in order to perform the Services and to the extent that they are bound by the same confidentiality obligation but not less than reasonable care.
3. MEETYOO and its employees are also prohibited from processing or otherwise using any information or data obtained for any purpose other than the purpose of fulfilling the respective task. This applies in particular to the execution of transactions in securities and derivatives.
4. The parties shall use commercially reasonable efforts to ensure compliance with these confidentiality provisions by their employees, in the

case of subcontractors or agents.

5. The provisions on confidentiality shall not apply to data which 1. was in the possession of the receiving party prior to the negotiations leading to these GTC, 2. is already generally known or subsequently becomes so without breach by the receiving party, or 3. is disclosed in compliance with a legal provision or court order, provided that the disclosing party has been given reasonable notice of the legal provision or order.

## **§ 12 Interruption in the provision of Services**

1. If force majeure, strike or other incapacity on the part of MEETYOO or one of its vicarious agents through no fault of its own impairs compliance with deadlines ("disruption"), the deadlines shall be postponed for the duration of the disruption, if necessary including a reasonable restart phase. Each party must inform the other party without delay of any disruption that has occurred in its area and the expected duration of the postponement.

2. If the expenditure increases due to a malfunction, MEETYOO can demand remuneration for the additional expenditure, unless the cause lies outside the customer's area of responsibility and the customer is not responsible for the malfunction.

3. MEETYOO is no longer obliged to perform if it no longer owns the Services. MEETYOO undertakes to inform the customer immediately of the non-availability and to refund any consideration already received by MEETYOO for Services not yet performed.

## **§ 13 Legal deficiencies**

1. MEETYOO shall only be liable for infringing on third-party rights through the Services insofar as the Services are being used, in accordance with the Contract and in particular, in the area of use contractually provided for.

2. If a third party asserts against the customer that the customer's Content and/or customer's use of the Services, in whole or in part, infringes his rights, the customer shall notify MEETYOO without delay. MEETYOO will, at

its own discretion and at its own expense, 1. procure for the customer the right to use the service or 2. make the Services non-infringing or 3. take back the Services with reimbursement of the remuneration paid for it by the customer (less reasonable compensation for use) if MEETYOO cannot achieve any other remedy with reasonable effort. Customer shall indemnify and hold harmless MEETYOO for any third party claims in connection with this provision. MEETYOO and, if applicable, its subcontractors shall be entitled, but not obliged, to the extent permissible, to defend the asserted claims at their expense.

## **§ 14 Limitation period**

Claims for any defects shall become time-barred within one year from the date the claims arose.

## **§ 15 Warranty Disclaimers; Limitation of liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED TO CUSTOMER "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS." NEITHER MEETYOO NOR ANY OF ITS RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, OR LICENSORS MAKE ANY REPRESENTATIONS, WARRANTIES, PROMISES, OR GUARANTEES OF ANY KIND WHATSOEVER AS TO THE SERVICES, TECHNICAL INFRASTRUCTURE, OR OTHER SERVICES, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. MEETYOO DOES NOT WARRANT THAT THE SERVICES WILL BE ACCURATE OR RELIABLE, UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR FREE OF VIRUSES. TO THE FULLEST EXTENT PERMITTED BY CUSTOMER'S LOCAL LAW, MEETYOO DISCLAIMS ANY IMPLIED WARRANTIES INCLUDING FOR NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SATISFACTORY QUALITY.

2. MEETYOO is liable for damages arising from injury to life, body or health in accordance with the statutory provisions.

3. MEETYOO is only liable for other damages if these are based on an intentional or grossly negligent breach of duty by MEETYOO or a legal



representative or vicarious agent of MEETYOO.

4. MEETYOO is not liable for slight negligence unless an essential contractual obligation (cardinal obligation) is violated. In these cases, however, liability is limited to the foreseeable damage typical of the contract.

5. MEETYOO is not liable for any loss, damage, or injury of any kind including any direct, indirect, special, incidental, exemplary, consequential or punitive losses or damages.

6. MEETYOO is not liable for such damages which can be excluded if the customer carries out a proper data backup, or damages due to system failure or malfunction or loss of profits, data, use, business or good-will, arising out or in connection with the Services, these GTC, or customer's misuse of the Services or any Content available on or through the Services.

7. MEETYOO is not liable for the compatibility of its Services with technical equipment including Technical Infrastructures for which the customer is responsible (section 3.1).

## **§16 Limitation of liability**

1. In the event customer has any basis for recovering damages arising from the Services or a breach of these GTC, for each individual case of damage, customer agrees that customer's exclusive remedy is to recover from MEETYOO the direct damages and the maximum liability shall be limited to the contract value, in the case of ongoing remuneration to the amount of remuneration per contract year.

2. Section 16 (1) of these GTCs shall not apply in the event of intent or gross negligence or in the event of injury to life, limb or health.

## **§ 17 Termination**

1. The Contract may be terminated by the parties for breach upon thirty (30) days written notice to the non-breaching party; provided the breach is not cured within the notice period, unless otherwise agreed by the parties. Any

termination must be in writing to be effective.

2. The Contract may be terminated by the other party without notice for good cause if an application for the opening of insolvency or composition proceedings has been filed against the assets of the party.

3. Provisions 9, 11, 13 – 21, and those provisions which by their nature are meant to survive shall survive the termination or expiration of these GTC.

## **§ 18 Assignment**

These GTC may not be assigned by either party without the written consent of the other.

## **§ 19 Written form**

All amendments and additions to contractual agreements must be made in writing. This also applies to the cancellation or amendment of the written form requirement.

## **§ 20 Applicable law, place of jurisdiction**

The law of the State of New York, excluding its conflicts of law rules, shall apply to these GTC. Customer further expressly and irrevocably consents and agrees to submit to the exclusive jurisdiction and venue of a state or federal court of competent jurisdiction located in New York, NY. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

## **§ 21 Severability clause**

Should individual provisions of these terms and conditions be invalid, this shall not affect the validity of the remaining provisions or of the contract itself.

