

## Terms of use MEETYOO Pro & Show of the organizer



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## EU and rest of the world

### Terms of Use virtual Events of the organizer

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(as of August 13th, 2021)

By registering as a user for a virtual event of the organizer, the user accepts the following Terms of Use for virtual Events (hereinafter "Terms of Use") of the organizer (hereinafter "organizer", "host") for the use of virtual Events on the meetyoo platform (hereinafter "platform"). meetyoo conferencing GmbH, Friedrichstrasse 200, 10117 Berlin, Germany (hereinafter "meetyoo") is responsible for the technical realization of the virtual events on behalf of the organizer.

meetyoo conferencing GmbH  
Friedrichstraße 153a  
10117 Berlin, Germany

These Terms of Use shall govern the contractual relationship between the user and the host, irrespective through which means the user is registered or logged on. The organizer for virtual events can be found on the registration page.

According to these terms and conditions, a contract is concluded between the host of the event and the user. The host for virtual events is listed on the registration page. The sole contractual partner of the user is the host.

The offering of information and/or services on the platform are intended exclusively for persons of legal age.

The user can call up, print out, download, and or save these Terms of Use at any time, even after the agreement has been closed.

## **§1 Purpose**

1. By invitation, the host offers registered users the opportunity to participate in virtual (interactive) events on the meetyoo platform (e.g. virtual fairs or webcast). The time and duration of these events lie at the sole discretion of the host.

2. Any usage of content or services going beyond what is explicitly offered on the platform requires the previous approval of the Host.

3. The host distributes user-generated content to other users only if this content does not violate the law or these Terms of Use. The Host and meetyoo reserve the right to remove user-generated content without prior notice if this content violates the law or these Terms of Use.

4. The user recognizes that 100% availability of the platform is technically impossible. The host strives for availability that is as high as technically possible. However, maintenance-, security-, or capacity-related issues, events beyond the sphere of control of both the host and meetyoo (e.g. disruption in public telecommunication networks, power failure, etc.), as well as software and hardware defects in the infrastructure of the Host or the user, can lead to short failures in the availability of the platform or parts thereof.

The user is not entitled to the availability of the meetyoo platform for non-gratuitous contracts.

5. The host offers solely a virtual event. In case that users conclude any contract, the host is not involved in this contract, and thus not a partner in this contract. Users are fully responsible for any contracts they conclude on the platform. The host cannot be held liable for any breach of duty of a contract concluded on the platform.

## **§2 Registration**

1. The user has to register before using the platform. The user is only allowed to register if invited by the host. The registered user does not hold any claim for participating in the event. Especially, registered users that have not been invited can be excluded from participation.

2. The User warrants and represents that all information provided at the registration is accurate and complete. During the period of active participation in the virtual event, the user is obligated to announce any change in the information provided at registration to the host without undue delay. The User warrants and represents that he is of legal age at the moment of registration. Users can register only once.

3. By completing the registration process, the user submits an offer for a contract concerning the usage of the platform. The host accepts this offer by activating the user account for participating in the virtual event. Through this acceptance, both parties enter this contract.

4. At registration, the user has to enter a password. The user is obliged to treat this password confidentially. The host shall not disclose the password to any third party and the Host shall not ask for the user's password at any time.

## **§3 Right of Withdrawal**

If you register here for a purpose that can be attributed neither to your commercial nor your self-employed professional activity, you are considered a consumer within the meaning of the law (§ 13 German Civil Code). Then the following provisions apply to you in the case of contracts for payment:

### **Cancellation policy**

#### Right of withdrawal

You have the right to revoke this contract within fourteen days without giving reasons.

The revocation period is fourteen days from the date of the conclusion of the contract.

In order to exercise your right of revocation, you must draft a statement (e.g. a letter, fax or e-mail sent by post) informing the organizer (see contact details in the imprint of the host) or meetyoo (Friedrichstrasse 200, 10117

meetyoo conferencing GmbH  
Friedrichstraße 153a  
10117 Berlin, Germany

Berlin, info [at] meetyooo.com, +49 30 868710-466) of your decision to revoke this contract. You may use the attached model revocation form for this purpose, but this is not mandatory.

In order to comply with the revocation period, it is sufficient to send the notification of the exercise of the right of revocation before the end of the revocation period.

### **Consequences of revocation**

If you revoke this Agreement, we shall reimburse you for all payments we have received from you, including delivery charges (except for additional charges resulting from your choosing a different method of delivery from the cheapest standard delivery offered by us), immediately and no later than fourteen days from the date we receive notification of your revocation of this Agreement. For this refund, we will use the same means of payment that you used for the original transaction unless expressly agreed otherwise with you; in no case will you be charged for this refund. If you have requested that the services should commence during the cancellation period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided by the time you inform us of the exercise of the right of cancellation in respect of this Agreement compared to the total amount of services provided under the Agreement.

End of the cancellation policy

Sample revocation form

(If you want to cancel the contract, please fill out this form and send it back).

—  
meetyoo conferencing GmbH  
Friedrichstrasse 200,  
10117 Berlin  
info@meetyoo.de  
—

I hereby revoke the contract I have concluded for the provision of the following service: Virtual event of [Please enter organiser here] on [Enter date of event].

—  
Name of the consumer(s)  
—  
Address of the consumer(s)  
—  
Signature of the consumer(s) (only in case of communication on paper)  
—  
Date

## §4 Users' Responsibilities

1. The user is required to provide accurate, complete, and not misleading information in the profile and any communication with other users. The user is not allowed to use pseudonyms or pen names.

2. When using the platform, the user has to comply with all applicable legislation and respect all third-party rights. In particular, the user is prohibited to

a) propagate offensive or defamatory content, no matter whether this content is directed at other users or natural or legal entities,

b) use any pornographic materials or any contents that violate any applicable legislation for the protection of minors; or advertise or promote, offer or distribute any pornographic product or products which do not comply with any applicable legislation for the protection of minors,

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c) use or cultivate anticompetitive actions, including progressive canvassing (e.g. chain or pyramid schemes),

d) use without authorization any contents protected by law (e.g. by copyright, trademark, patent, utility patent, or design patent laws), or advertise, promote, offer or distribute any goods or services protected by law.

e) unreasonably annoy (particularly with spam) any other user (cf. §7 law against unfair competition UWG),

f) to conduct the following activities, even if they are not against any law: explicit or implicit sexual communication; usage of mechanisms, scripts, or software in combination with the platform, unless explicitly allowed; perform any actions which may impair the operability of meetyoo's infrastructure, particularly actions which may overload said infrastructure; every action that is adequate to impair the functionalities of the platform in any other form.

3. The host or meetyoo are entitled to take the following actions if there is concrete evidence that a user is breaking laws and regulations, the rights of third parties, or these Terms of Use, or if the host or meetyoo have other legitimate interest:

a) deletion of user-generated content

b) limitation/blocking of access to the platform

## **§5 Changes of the Platform**

The host reserves the right to modify the services offered on the platform and/or to offer services different from those offered at the time of the user's registration at any time, unless this is unreasonable for the user.

## **§6 Termination of the Contract, Reimbursement of paid Fees**

1. The user and the host can terminate the contract at any time without giving reasons for doing so unless otherwise contractually agreed.
  
2. The termination notice shall include the user's registered name and the email address the user registered with.
  
3. The host can terminate the contract at any time upon for good cause. A good cause is defined as an event which makes it unacceptable for the host to continue the agreement to the end of the termination period, taking into account all circumstances of the individual case and weighing the interests of the host against the user's. A good cause includes any the following events:
  - a) If the user fails to comply with any applicable legal provisions;
  
  - b) if the user breaches a contractual obligation, in particular, an obligation set forth in paragraphs 2 and 4 of these Terms of Use;
  
  - c) if the reputation of the services offered on the platform is substantially impaired by the online presence of the user (if, for example, it is discovered after registration that the user has been convicted of a criminal offense, and if a said conviction is known to other users);



d) if the user promotes any communities or associations (or any of their methods or activities) which are under surveillance by authorities responsible for public safety or the protection of minors;

e) if the user causes harm to any other user(s)

## **§7 Responsibilities for Content and User Data**

The Host does not make any warranties or representations regarding any data and/or information provided or made available by any user on the platform or on any external websites linked to them. In particular, the Host does not warrant or represent that said data and/or information is true or accurate, or that it fulfills or serves any particular purpose. The user may report any activities of any other user which violate applicable laws and/or any of the terms and conditions of these Terms of Use (including the use of pseudonyms or false identities) using the platform.

## **§8 Liability**

Whatever the legal grounds, liability for damage claims based only on ordinary negligence against the Host or meetyoo (including its vicarious agents) shall exist only if the Host or meetyoo breaches a basic/cardinal obligation under this agreement. A cardinal obligation is an obligation the user can expect to be met, and fulfillment is a prerequisite to the ordinary execution of the contract. In this event, the amount of claims are limited to typical and foreseeable damages. Limits shall not apply to the extent damages are in the event of intentional or grossly negligent breaches of obligation. Furthermore, limits shall not apply to the extent damages are covered by the Host's or meetyoo's business liability insurance, provided the insurance company has effected payment to the host or meetyoo. The host

and meetyoo undertake to maintain the insurance coverage existing at the time this agreement is concluded. This shall not affect damages arising from injury to life, body, and health, and property damage claims based on the German Product Liability Act. Furthermore, the above liability exclusions and limitations shall not apply in the event of the assumption of express guarantees by the Host or its vicarious agents, or given the lack of promised features.

## **§9 Indemnity**

1. The user shall indemnify and exempt the host, the exhibitor and meetyoo from all actions, including damage claims, asserted by other users or third parties against the host, the exhibitor and meetyoo resulting from an infringement of their rights by the contents posted by the user on the platform. Furthermore, the user shall indemnify and exempt the host, the exhibitor and meetyoo from all actions, including damage claims, asserted by other users or third parties against the host, the exhibitor and meetyoo resulting from an infringement of their rights regarding the use of the services on the platform by the user. The user assumes all reasonable costs the host, the exhibitor and meetyoo incur due to an infringement of third party rights, including all reasonable legal defense costs. All other rights, including damage claims by the host, the exhibitor and meetyoo, are hereby unaffected. The user has the right to prove that the host, the exhibitor and meetyoo incurred lesser charges than claims made. The aforementioned obligations shall not apply to the extent the user is not responsible for the infringement.

2. In the event the contents posted by the user infringes any rights of any third party, the user shall, at its own expense and at the Host's and meetyoo's discretion, either obtain the right to use said contents or render said contents free of any infringement. In the event the user infringes third-party rights when using the platform, the user shall discontinue such use that violates these Terms of Use and the law, if so requested by the Host and

meetyoo.

## **§10 Data Protection**

The host undertakes to comply with the statutory provisions - in particular the Federal Data Protection Act (BDSG) and the General Data Protection Regulation (GDPR) - when processing personal data. Further details on the processing of user data are regulated in the data protection regulations, which can be accessed from the platform.

## **§11 Final Provisions**

These Terms of Use and any amendments thereto must be in writing to be valid. No secondary agreements exist.

1. The host reserves the right to amend these Terms of Use at any time, without giving reasons, unless an amendment is unreasonable to the user. The host shall give due notice of any amendments of these Terms of Use to the user. If the user does not object to the applicability of the revised Terms of Use within two (2) weeks after receipt of said notice, the amended Terms of Use shall be deemed to be accepted by the user. The Host shall inform the user about the user's right to object and of the relevance of the objection deadline in said notice.

2. If any provision of these Terms of Use, for any reason, is invalid and/or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

3. The place of performance under these Terms of Use shall be Berlin, Germany.

meetyoo conferencing GmbH  
Friedrichstraße 153a  
10117 Berlin, Germany

4. The place of jurisdiction shall be Berlin, Germany.

5. These Terms of Use and the contractual relationship shall be governed by German Law, excluding international private law and the provisions of the United Nations Convention on Contracts for the International Sale of Goods that have been adopted by German Law.

## North America

### Terms of Use virtual Events of the organizer

(as of May 15th 2022)

By registering as a user for a Virtual Event, the user accepts the following Terms of Use for Virtual Events (hereinafter "Terms of Use") of the **organizer** (hereinafter "organizer", "host") for the use of Virtual Events on the MEETYOO platform (hereinafter "platform"). The organizer is clearly named in the Virtual Event registration.

MEETYOO Inc., 80 Pine Street, Floor 24 New York, NY 10005, USA (hereinafter "MEETYOO") is responsible for the technical realization of the Virtual Events on behalf of the organizer.

These Terms of Use shall govern the contractual relationship between the user (hereinafter "user", "you") and the host, irrespective through which means the user is registered or logged on.

According to these Terms and Use, a contract is concluded between the host of the event and the user. The host for Virtual Events is listed on the registration page. Sole contractual partner of the user is the host. By

accepting these Terms of Use, you agree to be bound. If you object to these Terms of Use, do not agree.

The offering of information and/or services on the platform is intended exclusively for persons 18 years or older.

The user can call up, print out, download and or save these Terms of Use at any time, even after the agreement has been closed.

## **§1 Purpose**

1. By invitation, the host offers registered user the opportunity to participate in Virtual (interactive) Events on the MEETYOO platform (e.g. virtual fairs or webcast). The time and duration of these events lie in the sole discretion of the host.

2. Any usage of content or services going beyond what is explicitly offered on the platform requires the previous approval of the Host.

3. The host distributes user generated content to other users only if this content does not violate the law or these Terms of Use. The Host and MEETYOO reserve the right to remove user generated content without prior notice if this content violates the law or these Terms of Use.

4. The user recognizes that a 100% availability of the platform is technically impossible. The host strives for an availability that is as high as technically possible. However, maintenance-, security-, or capacity-related issues, events beyond the sphere of control of both the host and MEETYOO (e.g. disruption in public telecommunication networks, power failure, etc.), as well as software and hardware defects in the infrastructure of the Host or the user, can lead to short failures in the availability of the platform or parts thereof.

The user is not entitled to the availability of the MEETYOO platform for non-gratuitous contracts.

5. The host offers solely a Virtual Event. In case that users conclude any contract, the host is not involved in this contract, and thus not a partner in this contract. Users are fully responsible for any contracts they conclude on the platform. The host cannot be held liable for any breach of duty of a contract concluded on the platform.

## **§2 Registration**

1. The user has to register before using the platform. The user is only allowed to register if invited by the host. The registered user does not hold any claim for participating in the event. Especially, registered users that have not been invited can be excluded from participation.

2. The user warrants and represents that all information provided at the registration is accurate and complete. During the period of active participation in the Virtual Event, the user is obligated to announce any change in information provided at registration to the host without undue delay. The user warrants and represents that he is of legal age at the moment of registration. Users can register only once.

3. By completing the registration process, the user submits an offer for a contract concerning the usage of the platform. The host accepts this offer by activating the user account for participating in the Virtual event. Through this acceptance both parties enter this contract.

4. At registration, the user has to enter a password. The user is obliged to treat this password confidentially. The host shall not disclose the password to any third party and the Host shall not ask for the user's password at any time.

5. The user can opt-out of receiving certain promotional e-mails from the host at any time by following the instructions as provided in e-mails to click on the unsubscribe link, or contacting MEETYOO at info [at] meetyoo.com.

## **§3 Users' Responsibilities**

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10117 Berlin, Germany

1. The user is required to provide accurate, complete, and not misleading information in the profile and any communication with other users. The user is not allowed to use pseudonyms or pen names.

2. When using the platform, the user has to comply with all applicable legislation, and respect all third-party rights. In particular, the user is prohibited to

a) propagate offensive or defamatory content, no matter whether this content is directed at other users or natural or legal entities,

b) use any pornographic materials or any contents that violate any applicable legislation for the protection of minors; or advertise or promote, offer or distribute any pornographic product or products which do not comply with any applicable legislation for the protection of minors,

c) use or cultivate anticompetitive actions, including progressive canvassing (e.g. chain or pyramid schemes),

d) use without authorization any contents protected by law (e.g. by copyright, trademark, patent, utility patent, or design patent laws), or advertise, promote, offer or distribute any goods or services protected by law.

e) unreasonably annoy (particularly with spam) any other user (cf. §7 law against unfair competition UWG),

f) to conduct the following activities, even if they are not against any law: explicit or implicit sexual communication; usage of mechanisms, scripts, or software in combination with the platform, unless explicitly allowed; perform any actions which may impair the operability of MEETYOO's infrastructure, particularly actions which may overload said infrastructure; every action that is adequate to impair the functionalities of the platform in any other form.

3. The host or MEETYOO are entitled to take the following actions if there is concrete evidence that a user is breaking laws and regulations, the rights of third parties, or these Terms of Use, or if the host or MEETYOO have other

legitimate interest:

- a) deletion of user generated content
- b) limitation / blocking of access to the platform

## **§4 Changes of the Platform**

The host reserves the right to modify the services offered on the platform and/or to offer services different from those offered at the time of the user's registration at any time, unless this is unreasonable for the user.

## **§5 Third Party Services**

The Virtual Event may contain content from and hyperlinks to websites, locations, platforms, and services operated and owned by third parties ("Third Party Services"). For example, the host may integrate third party technologies into the Virtual Event and host the host's content on Third Party Services. These Third Party Services are not owned, controlled, or operated by host, and the user acknowledges and agrees that neither the host nor MEETYOO is responsible or liable for the information, content, products, technologies, or services on or available from such Third Party Services, or for the results to be obtained from using them. If the user chooses to access, transact with, or otherwise interact with any such Third Party Services, then the user does so at their own risk.

## **§6 Termination of the Contract, Reimbursement of paid Fees**

1. The user and the host can terminate the contract at any time without giving reasons for doing so unless otherwise contractually agreed. The termination notice shall include the user's registered name and the email address the user registered with.
2. The host can terminate the contract at any time upon for good cause. A good cause is defined as an event which makes it unacceptable for the host



to continue the agreement to the end of the termination period, taking into account all circumstances of the individual case and weighing the interests of the host against the user's. A good cause includes any the following events:

- a) If the user fails to comply with any applicable legal provisions;
- b) if the user breaches a contractual obligation, in particular an obligation set forth in paragraphs 2 and 4 of these Terms of Use;
- c) if the reputation of the services offered on the platform is substantially impaired by the online presence of the user (if, for example, it is discovered after registration that the user has been convicted of a criminal offense, and if said conviction is known to other users);
- d) if the user promotes any communities or associations (or any of their methods or activities) which are under surveillance by authorities responsible for public safety or the protection of minors;
- e) if the user causes harm to any other user(s)

## **§7 Responsibilities for Content and User Data**

The Host does not make any warranties or representations regarding any data and/or information provided or made available by any user on the platform or on any external websites linked to them. In particular, the Host does not warrant or represent that said data and/or information is true or accurate, or that it fulfills or serves any particular purpose. The user may report any activities of any other user which violate applicable laws and/or any of the terms and conditions of these Terms of Use (including the use of pseudonyms or false identities) using the platform.

## **§8 Copyright Infringement.**

## **A. DMCA Notification.**

MEETYOO responds to copyright notifications submitted under the Digital Millennium Copyright Act, 17 U.S.C. § 512 (“DMCA”). To submit a notice of claimed copyright infringement under U.S. law, provide our designated agent with the following written information:

- A physical or electronic signature of the copyright owner or a person authorized to act on his or her behalf;
- Identification of the copyrighted work claimed to have been infringed;
- Identification of the infringing material and information reasonably sufficient to permit us to locate that material;
- Your contact information, including your address, telephone number, and an e-mail address;
- A statement that you have a good faith belief that the use of the material in the manner asserted is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

MEETYOO designated agent can be reached by email at info [at] meetyoo.com, with the subject line DMCA. You can obtain further information from the Copyright Office’s online directory at <https://www.copyright.gov/>;

MEETYOO will respond to notifications of claimed copyright infringement in accordance with the DMCA.

## **B. Counter Notification.**

If you believe that your material has been removed in error in response to a copyright notification, you may submit a counter notification to our designated agent with the following written information:

meetyoo conferencing GmbH  
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10117 Berlin, Germany

- A physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if your address is outside of the U.S., for any judicial district in which MEETYOO may be found, and that you will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

MEETYOO will respond to counter notifications in accordance with the DMCA.

## **§9 Agreement to Arbitrate Disputes and Choice of Law.**

**PLEASE READ THIS SECTION CAREFULLY - IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.**

### **1. We Both Agree to Arbitrate.**

We both agree to resolve any claims relating to these Terms of Use through final and binding arbitration, except to the extent you have in any manner violated or threatened to violate MEETYOO's or our intellectual property rights (for example, trademark, trade secret, copyright, or patent rights). Under such circumstances MEETYOO and organizer may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Service, or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described herein.

## **2. What is Arbitration.**

Arbitration is more informal than a lawsuit in court and seeks to resolve disputes more quickly. Instead of a judge or a jury, the case will be decided by a neutral arbitrator who has the power to award the same damages and relief that a court can. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced.

## **3. Arbitration Procedures.**

The Federal Arbitration Act governs the interpretation and enforcement of this dispute resolution provision. Arbitration shall be initiated through JAMS. Any dispute, controversy, or claim arising out of or relating to these Terms of Use shall be referred to and finally determined by arbitration in accordance with the JAMS Streamlined Arbitration Rules and Procedures in front of one arbitrator. If there is a conflict between JAMS Rules and the rules set forth in these Terms of Use, the rules set forth in these Terms of Use will govern. The JAMS Rules and instructions for how to initiate an arbitration are available from JAMS at <http://www.jamsadr.com> or 1-800-352-5267.

Payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules. If travelling to New York is a burden, you may participate in the arbitration by phone or via document submission to the fullest extent allowable by the arbitrator. Each party will bear their own costs of arbitration unless the arbitrator directs that bearing such costs would be an undue burden and in that case, we will pay for your portion of the arbitration administrative costs (but not your attorneys' fees). Arbitration under this agreement shall be held in the United States in New York, NY under New York law without regard to its conflict of laws provisions. The arbitration may award on an individual basis the same damages and relief as a court (including injunctive relief). Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

## **4. Authority of Arbitrator.**

The arbitrator will decide the rights and liabilities, if any, of you, MEETYOO, and organizer, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and the Terms of Use. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you, MEETYOO, and organizer.

## **5. No Class Actions.**

You may only resolve disputes with us or MEETYOO on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed.

## **6. Waiver of Jury Trial.**

THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you, MEETYOO, and organizer in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU, MEETYOO, AND ORGANIZER WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING TO ACCEPT THIS

**AGREEMENT TO ARBITRATE.****§10 Liability**

Whatever the legal grounds, liability for damage claims based only on ordinary negligence against the Host or MEETYOO (including its vicarious agents) shall exist only if the Host or MEETYOO breach a basic/cardinal obligation under this agreement. A cardinal obligation is an obligation the user can expect to be met, and which fulfillment is a prerequisite to the ordinary execution of the contract. In this event, the amount of claims are limited to typical and foreseeable damages. Limits shall not apply to the extent damages are in the event of intentional or grossly negligent breaches of obligation. Furthermore, limits shall not apply to the extent damages are covered by the Host's or MEETYOO's business liability insurance, provided the insurance company has effected payment to the host or MEETYOO. The host and MEETYOO undertakes to maintain the insurance coverage existing at the time this agreement is concluded. This shall not affect damages arising from injury to life, body and health, and property damage claims based on the German Product Liability Act.

Furthermore, the above liability exclusions and limitations shall not apply in the event of the assumption of express guarantees by the Host or its vicarious agents, or given the lack of promised features. Notwithstanding the above, to the maximum extent permitted by law, in no event shall Host and MEETYOO be liable to the user for any loss, damage or injury of any kind including any direct, indirect, special, incidental, exemplary, consequential or punitive losses or damages, or damages for system failure or malfunction or loss of profits, data, use, business or good-will, arising out of or in connection with the Virtual Event, these Terms of Use, or the user's misuse of the platform or any content available through the Virtual Event. The limitations set forth in this section shall apply regardless of the form of action whether the asserted liability or damages are based on contract, indemnification, tort, strict liability, statute or any other legal or equitable theory. Notwithstanding the foregoing, these disclaimers herein do not

exclude product liability claims, statutory consumer rights, damages associated with personal injury or resulting from Host's or MEETYOO's intentional misconduct, recklessness, fraud or gross negligence.

## **§11 Indemnity**

1. The user shall indemnify and exempt the host, the exhibitor and MEETYOO from all actions, including damage claims, asserted by other users or third parties against the host, the exhibitor and MEETYOO resulting from a culpable infringement of their rights by the contents posted by the user on the platform. Furthermore, the user shall indemnify and exempt the host, the exhibitor and MEETYOO from all actions, including damage claims, asserted by other users or third parties against the host, the exhibitor and MEETYOO resulting from a culpable infringement of their rights regarding the use of the services on the platform by the user. The user assumes all reasonable costs the host, the exhibitor and MEETYOO incur due to a culpable infringement of third party rights, including all reasonable legal defense costs. All other rights, including damage claims by the host, the exhibitor and MEETYOO, are hereby unaffected. The user has the right to prove that the host, the exhibitor and MEETYOO incurred lesser charges than claims made. The aforementioned obligations shall not apply to the extent the user is not responsible for the infringement.

2. In the event the contents posted by the user infringes any rights of any third party, the user shall, at its own expense and at the Host's and MEETYOO's discretion, either obtain the right to use said contents or render said contents free of any infringement. In the event the user infringes third-party rights when using the platform, the user shall discontinue such use that violates these Terms of Use and the law, if so requested by the Host and MEETYOO.

## **§12 Data Protection**

The host undertakes to comply with the statutory provisions - in particular the California Consumer Privacy Act (CCPA), Federal Data Protection Act (BDSG) and the General Data Protection Regulation (GDPR) - when processing personal data. Further details on the processing of user data are regulated in the data protection regulations and the privacy policy, which can be accessed from the platform.

## **§13 Final Provisions**

These Terms of Use and any amendments thereto must be in writing to be valid. No secondary agreements exist.

1. To the maximum extent permitted by law, the user agrees that the user will not be permitted to obtain an injunction or other equitable relief of any kind, such as any court or other action that may interfere with or prevent the development or exploitation of any website, application, content, submissions, product, service, or intellectual property owned, licensed, used or controlled by MEETYOO or the host.
2. The host reserves the right to amend these Terms of Use at any time, with notice to you.
3. If the user has any questions or comments, please send an e-mail to the host at info [at] meetyoo.com. The user acknowledges that the provision of support is at the host's sole discretion and that the host has no obligation to provide the user with customer support of any kind.
4. If any provision of these Terms of Use is, for any reason, invalid and/or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.
5. The place of performance under these Terms of Use shall be New York, New York.
6. These Terms of Use and the contractual relationship shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflict of law rules. You further expressly consent and agree to



submit to the exclusive jurisdiction and venue of a court of competent jurisdiction located in New York, NY..