

## **General Terms and Conditions virtual Events of meetyoo conferencing GmbH**

(as of April 6th 2020)

By registering as a user for a virtual event of the organizer, the user accepts the following General Terms and Conditions for virtual Events (hereinafter "GTC") of meetyoo conferencing GmbH, Friedrichstrasse 200, 10117 Berlin (hereinafter "meetyoo") for the use of virtual Events on the meetyoo platform (hereinafter "platform"). These GTC 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 of the virtual event can also be meetyoo. The host for virtual events is listed on the registration page. Sole contractual partner of the user is the host.

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

The user can call up, print out, download and or save these [GTC](#) 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 web cast. 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 and meetyoo.
3. The host distributes user generated content to other users only if this content does not violate the law or these GTC. The Host and meetyoo reserve the right to remove user generated content without prior notice if this content violates the law or these GTC.
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.

### **§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 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 Berlin, info@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

### End of the sample revocation form

## §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,
  - 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 GTC, 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 GTC;
- 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 GTC (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 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.

## **§9 Indemnity**

1. The user shall indemnify and exempt the host and meetyoo from all actions, including damage claims, asserted by other users or third parties against the host 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 and meetyoo from all actions, including damage claims, asserted by other users or third parties against the Host 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 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 and meetyoo, are hereby unaffected. The user has the right to prove that the Host 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 GTC 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 GTC and any amendments thereto must be in writing to be valid. No secondary agreements exist.

1. The host reserves the right to amend these GTC 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 GTC to the user. If the user does not object to the applicability of the revised GTC within two (2) weeks after receipt of said notice, the amended GTC 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 GTC 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.
3. The place of performance under these GTC shall be Berlin, Germany.
4. Place of jurisdiction shall be Berlin, Germany.
5. These GTC 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.