

General Terms and Conditions of Business of Bitkom Servicegesellschaft mbH for Participation in Conventions and Conferences

§ 1 Scope of applicability

These General Terms and Conditions of Business regulate the contractual relationship between the participant and Bitkom Servicegesellschaft mbH, represented by Managing Director Anja Olsok, Albrechtstr. 10, 10117 Berlin (hereinafter referred to as Bitkom Services) as the organiser, as regards participation in conventions, conferences and seminars (hereinafter referred to as the 'event').

§ 2 Registration

(1) Those wishing to participate in the event register online via the registration tool or by email.

(2) Registrations will be processed in the order in which they are received by Bitkom Services. If the registration for the event can be approved, Bitkom Services will send the participant a confirmation of registration in writing or by email. The contract between the participant and Bitkom Services comes into being upon receipt of the confirmation of registration.

(3) If the registration for the desired event cannot be approved due to a lack of free places, Bitkom Services shall inform the participant to that effect and possibly refer it to alternative events.

§ 3 Remuneration

(1) The remuneration (participation fee) is specified in the registration form. The amount specified covers participation in the event of Bitkom Services (including any documents, beverages during breaks, etc.). The price does not include the participants' travel, accommodation or subsistence costs. The amount specified should be understood as being subject to the addition of VAT.

(2) Bitkom Services shall send the participant an invoice for the fee upon or following confirmation of registration. The costs must be paid to Bitkom Services within two weeks from the receipt of the invoice.

§ 4 Changes to the event

(1) Bitkom Services has the right to relocate the event or change its timeframe, engage different speakers than those announced or change the event programme. If the event is completely or partially relocated/rescheduled or shortened, the contract shall be deemed to have been concluded for the changed duration, unless the participant objects in writing within two weeks after being notified of the change. The participant shall be informed of this legal consequence in the notification. The agreed price will not be reduced.

(2) If good cause arises, particularly if the speaker drops out or if there are too few participants, Bitkom Services will be able to cancel the event and terminate the contract by way of extraordinary termination, in which case the reciprocal performance obligations of the parties shall no longer apply. Any already paid remuneration shall be returned to the participants. Any entitlement to travel and/or accommodation costs or loss of working hours is excluded, unless such costs arise due to intentional action or gross negligence on the part of Bitkom Services. Any further claims of the participant are excluded.

(3) Bitkom Services shall promptly inform the registered participants of any changes to the time or venue of the event and of any significant changes to the course of the event, as well as of any cancellation of the event in accordance with paragraph 1.

§ 5 Rescission; substitute participants

(1) Participants have the right to rescind the contract at any time before the beginning of the event. Instead of rescission, they can nominate a substitute participant. The rescission declaration must be made in writing, by fax or email with respect to Bitkom Services and addressed to the contact details given below. If the rescission declaration is received by Bitkom Services up to three weeks before the beginning of the event, the

participation fee will be refunded minus a processing fee consisting of an amount of € 5.49 (excl. VAT) plus 3.9% of the ticket price.

(2) If the rescission declaration is received by Bitkom Services later than three weeks before the beginning of the event or if neither the participant nor a substitute participant participate in the event without such a declaration, Bitkom Services will be entitled to payment of the full remuneration.

(3) Bitkom Services shall be free to provide proof of higher losses resulting from the rescission or failure to attend, and the participant shall be free to provide proof of lower resulting losses.

§ 6 Liability

(1) Bitkom Services shall be liable to the extent prescribed by law for

- a. damage from injury to life, body or health due to negligent or culpable breach of duty by Bitkom Services, its legal representatives or vicarious agents,
- b. claims under the German Product Liability Act (*Produkthaftungsgesetz*), and
- c. wilful misconduct or gross negligence or under a guarantee.

(2) Bitkom Services shall only be liable for minor negligence insofar as an obligation is breached whose fulfilment is of particular significance for the achievement of the objective of the contract ('key obligation'). Key obligations are obligations whose fulfilment makes it possible to correctly perform the contract at all and upon whose fulfilment the other party generally relies and can rely. That liability is limited to the foreseeable damage that may occur under a typical contract.

(3) A more extensive liability of Bitkom Services is excluded; this also applies to tortious liability or

reimbursements of futile expenses. The limitation or exclusion of liability also apply in favour of the employees and vicarious agents of Bitkom Services

(4) The time limitation period for claims of the participant amounts to one year, unless they are based on intentional action by Bitkom Services' statutory representatives, vicarious agents or employees. The same applies for direct claims against the above-mentioned persons.

§ 7 Copyright

(1) The event documents may only be used personally by the participant and may only be reproduced, published or otherwise passed on to third parties, in their entirety or in extracts, with the prior written consent of Bitkom Services and the speaker or third parties.

(2) Should the speaker provide documents online him-/herself, Bitkom Services does not provide any guarantee for the currency, completeness, correctness or quality of the documents provided. The speaker shall be solely liable for the content and for any losses that arise due to the use of such information or links offered online.

§ 8 Image recordings

(1) It is not permitted to make recordings of the event, for example on audio or video tape.

(3) Bitkom Services has the right to make commercial image or video recordings of the event or have them made and to use them for marketing purposes. This also applies for participants of the event.

§ 9 Data protection

Bitkom Services uses the personal data collected during registration for the purposes of contract implementation and – if you have separately consented to this – for marketing and advertising purposes. It may

be necessary to transmit the data to third parties for these purposes. Particularly in connection with registration and settlement of the participation fees, the necessary personal data will be transmitted to the service provider XING Events GmbH, Sandstr. 33, 80335 Munich and used by it accordingly.

§ 10 Cancellation right for consumers

If the participant is a consumer in the meaning of Article 13 of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*) the following applies:

Cancellation notice

You have the right to cancel this contract within fourteen days without giving reasons. The notice period for cancellation amounts to fourteen days from the date of the conclusion of the contract.

In order to exercise your cancellation right you must notify Bitkom Servicegesellschaft mbH, Albrechtstraße 10, 10117 Berlin, fax: 030. 27576.51143, tel. 030.27576.143, e-mail: info@bitkom-services.de by way of a clear declaration (e.g. a letter sent by post, fax or e-mail) of your decision to cancel this contract. You can use the standard cancellation form set forth below for that purpose, though it is not required.

To meet the time limit for cancellation it is sufficient to send the notification on the exercise of the cancellation right before the end of the time limit for cancellation.

The consequences of cancellation

If you cancel this contract, Bitkom Servicegesellschaft mbH will have to repay all payments that it has received from you, including the delivery costs (with the exception of the additional costs resulting from your choice of a type of delivery other than the low-cost standard delivery offered by Bitkom Servicegesellschaft mbH) promptly and no later than within fourteen days

from the date when Bitkom Servicegesellschaft mbH receives the notification of your cancellation of this contract. For that repayment Bitkom Servicegesellschaft mbH will use the same payment method that you used for the original transaction, unless explicitly agreed otherwise with you. On no account will you be charged any fees for that repayment.

If you have requested that the services begin during the time limit for cancellation, you will have to pay Bitkom Servicegesellschaft mbH a reasonable amount corresponding to the share of the services already performed up to the moment when you notified Bitkom Servicegesellschaft mbH of the exercise of the cancellation right with regard to this contract compared to the total scope of the services provided for in the contract.

Standard cancellation form:

(If you would like to cancel the contract, please fill in this form and send it back to us.)

To Bitkom Servicegesellschaft mbH, Albrechtstraße 10, 10117 Berlin, fax: 030. 27576.51143, e-mail: info@bitkom-services.de.

I/we (*) hereby cancel the contract concluded by me/us (*) on the provision of the following services (*)/

- ordered on (*)/received on (*)
- Name of consumer(s)
- Address of consumer(s)
- Date:

(*) Delete as appropriate

End of the information on the cancellation right.

**§ 11 Information on online dispute resolution under
Article 14 par. 1 ODR Regulation:**

The European Commission provides a platform for online dispute resolution (ODR), which you can find at <http://ec.europa.eu/consumers/odr/>.

Our e-mail address is: info@bitkom-services.de

Information on consumer dispute resolution under Article 36 of the German Consumer Dispute Resolution Act (*Verbraucherstreitbeilegungsgesetz*):

We will not participate in dispute resolution proceedings before a consumer arbitration body in the meaning of the German Consumer Dispute Resolution Act and are also not obliged to do so.

§ 12 Final provisions

(1) Any additional arrangements must be in writing in order to be effective.

(2) Differing general terms and conditions of business of the participant are ineffective.

(3) The place of jurisdiction for disputes with traders, legal persons under public law or public law special funds is the location of Bitkom Services' registered office, i.e. Berlin.

Berlin, July 2020