

(Online ticketing and use of networking)
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Part A:

General Terms and Conditions online ticketing for trade fair participation as a trade visitor

Part B:

Terms of Use for the “Networking” of Messe Frankfurt Exhibition GmbH

Part A: General Terms and Conditions online ticketing for trade fair participation as a trade visitor

1. General

1.1 All orders will be accepted and processed only under the conditions set down here by Messe Frankfurt Exhibition GmbH (hereinafter referred to as “Messe Frankfurt”). Customers’ terms and conditions that differ from these will not be valid. By placing an order, customers acknowledge these conditions, even if their order indicated other terms of sale. Additional agreements will only be legally binding if these are confirmed by us in writing. Special arrangements do not annul the remaining conditions. The ticket purchase for resale is prohibited.

1.2 The Customer must be a trade visitor. Trade visitors are resellers of goods that are exhibited at Messe Frankfurt trade fairs. Trade visitors must be entrepreneurs as defined in section 14 of the German Civil Code (BGB). An entrepreneur is a natural or legal person or a legal business partnership acting within the scope of its commercial or independent professional trade in concluding a legal transaction.

2. Offers and prices

Offers and prices are non-binding at all times. Prices cease to be valid when a new price list is issued. The prices include the VAT required by law.

3. tickets with info service/ advertising consent

Tickets with info service can be purchased under the condition that you consent to advertising. These tickets are offered at a discounted price. The redemption of vouchers is subject to your consent to advertising.

4. Participation physically and digitally to the event

4.1 Participation in trade fair with physical and digital presence

a) The online ticket is valid for the physical participation and the digital participation in the networking.
b) The networking offers, inter alia, expanded interaction and contact opportunities as well as digital matchmaking and a live (video) chat. Special terms of use apply to the use of the networking (see Part B of these conditions below). The service provision for the networking by Messe Frankfurt starts directly with the acceptance of these Terms and Conditions. From then on your profile can be viewed directly by other networking users. You are already represented there with your name, company and interests. No contact details such as email address or telephone number are published. Contacts are made directly on the networking, requests are communicated to you by e-mail. You can switch contact requests on and off on the networking.

4.2 Parallel trade fairs

The online ticket for an event of Messe Frankfurt that takes place at the same time and place or at least overlaps with another event of Messe Frankfurt (parallel trade fair) is also valid for the respective parallel trade fair.

5. Order confirmation and invoicing

5.1 Once your order has been received, you will be sent an order confirmation and an invoice by email. In the event that an order is not confirmed separately, the invoice will also serve as an order confirmation.

5.2 Online tickets are generated and sent by Messe Frankfurt Venue GmbH in the name and for the account of Messe Frankfurt Exhibition GmbH, 60327 Frankfurt, VAT ID DE814105739. The invoice will be sent as a PDF file.

5.3 By ordering tickets online, the customer agrees to the electronic generation and transmission of online tickets and invoices. Customers are not entitled to receive an invoice in paper form.

5.4 We make particular reference to the requirement for companies to retain and file electronically received documents in accordance with the German Tax Code, the German VAT Act, the generally accepted principles of computer-assisted accounting systems (GoBS) and the principles of data access and auditing of digital documents (GDPdU). According to the GDPdU and Section 14b of the German VAT Act, the e-mail transmitted by Messe Frankfurt and the attached PDF invoice file need to be retained and filed in digital form.

5.5 Messe Frankfurt will not be liable for any errors or damages resulting from incorrect procedures or insufficient technical equipment on the part of the invoice recipient in connection with invoices sent to him/her electronically. Furthermore, Messe Frankfurt will not be liable for any invoices or input taxes that are not recognised by the German tax authorities, unless this is due to a reason caused by Messe Frankfurt.

5.6 Tickets cannot be returned or refunded.

6. Terms of Payment

Payment for online tickets can be made by credit card or PayPal when ordering. This payment will be processed by an external service provider.

7. Audio and video recordings

The customer hereby grants the exhibition or its delegates permission to create images and/or audio recordings of the customer, within the scope of the event; and to use those recordings in any known and unknown manner in all media, anytime, anywhere and at no charge; and to use, process, duplicate, disseminate, display, publicize, or archive such recordings, including in processed form, in part or in full, for editorial reporting, or for marketing or advertising purposes for the event and the exhibition, either non-commercially or commercially.

8. Unforeseen events

Messe Frankfurt is entitled to postpone, to shorten, to wholly or partially end or cancel the physical fair or to make reasonable changes to the event's content taking account of participants' interests for important reasons for which it is not responsible, e.g., industrial action, official or statutory orders, or force majeure, e.g., extreme weather conditions, catastrophes, war, terrorist threats, fire, danger to participants' life or health.

Messe Frankfurt shall not be liable for damages or compensation in the case of a change to the event as outlined above, e.g., cancellation, postponement, shortening.

9. Liability

9.1 Messe Frankfurt will only be liable without any limitation for damages suffered by customers insofar as these are due to deliberate or grossly negligent conduct. In the case of a minor breach of duty, Messe Frankfurt will only be liable when there is a breach of its material contractual obligations (contractual conditions). In this case, Messe Frankfurt's liability will be limited to direct damages suffered by the customer that are typical for the contract and that were foreseeable at the time the contract was concluded. This will also apply to breaches of duty by legal representatives and/or vicarious agents of Messe Frankfurt. Liability for injury to life, body or health will remain unaffected by this liability restriction.

9.2 External links may lead to internet providers whose content does not lie within the responsibility of Messe Frankfurt. These links are recognisable as such from the context or are indicated separately. Messe Frankfurt has no influence whatsoever on the content of these websites and cannot be held responsible for same. In particular, Messe Frankfurt expressly distances itself from the views expressed on these websites. Furthermore, responsibility can only be attributed to Messe Frankfurt insofar as it had knowledge of infringements and insofar as it would have been technically feasible and within reason for Messe Frankfurt to prevent its use (section 8(2) Telemediengesetz – German Telemedia Act). Messe Frankfurt has examined the external content to a reasonable extent for possible infringements. No infringements of copyrights, brand rights, personality rights or violations of competition law on the websites of third party providers were evident or known to us; the same applies to any criminal offences committed on these websites. Liability for content and damages arising from the use or non-use of such information rests solely with the provider of these web pages and not with those who only feature links to the publication in question. This limitation will also apply in the same way for external input in guest books, discussion forums and mailing lists set up by Messe Frankfurt.

10. Other provisions, safeguarding clause

10.1 In the event that any of the individual provisions contained in the contract with the customer – including these Terms and Conditions – should be or become wholly or partially invalid, this shall have no bearing upon the validity of the remaining provisions. In this case, the fully or partially invalid provision will be replaced with another provision that most closely approximates the commercial intent of the invalid provision in a legally recognised way. The same will apply for the need to fill any gaps in the provisions.

10.2 Only German statutory regulations will apply.

The German version of these Terms and Conditions shall exclusively govern the content and interpretation of the rights and obligations of users and Messe Frankfurt.

10.3 Sole place of jurisdiction for registered traders, for individuals who do not have a general place of jurisdiction in Germany and individuals who have relocated their legal or ordinary residence outside of Germany since signing the contract or whose legal or ordinary residence is not known at the time that the suit is brought shall be the location of the registered seat of Messe Frankfurt in Frankfurt am Main.

Part B: Terms and Conditions for the “Networking” of Messe Frankfurt Exhibition GmbH

Messe Frankfurt Exhibition GmbH, Ludwig-Erhard-Anlage 1, 60327 Frankfurt am Main (hereinafter referred to as “Messe Frankfurt”) provides registered users with the digital networking tool “Networking”. You irrevocably accept the following Terms of Use. Any conflicting license terms or general terms and conditions do not apply.

Networking specifically supports the exchange between users, enables matchmaking, chat and video communication and can be used via the official Messe Frankfurt event apps “Navigator Apps” (iOS/Android) as an integrated module as well as separately via the web browser.

These terms of use apply to “Networking”, regardless of whether you use it via the Messe Frankfurt Navigator app or via the web platform.

1. Access and Registration

1.1 Access

Networking can be accessed via the app or the web client using the latest versions of common browsers. An active internet connection on the end device and a valid Messe Frankfurt login are required for use. Messe Frankfurt endeavours to ensure the high availability of Networking, but cannot guarantee that it will function without disruption at all times. In particular, maintenance work, security issues or events beyond our control (e.g. disruptions to communication networks) may lead to disruptions.

1.2 Registration

To use the service, every user must register with business contact details via the trade fair login. By activating your networking profile, you recognise these terms and conditions.

As a trade visitor, your networking profile will be activated automatically after purchasing an online ticket, provided you have expressly agreed to use the tool as part of the ticket booking process. You can deactivate the visibility of your profile yourself at any time.

1.3 Data Protection and Consent

By using Networking, you consent to the processing of the profile data you provide for the purpose of business networking and algorithmic matchmaking. For further information, please refer to the Networking privacy policy.

1.4 Access Data

You are obliged to keep your access data safe and must not pass it on to third parties. You are liable for all activities under your user account.

2 Scope of Functionality

Networking offers the following functions:

- Algorithmic mediation of contact suggestions (matchmaking),
- making contact via chat or video chat.
- Making appointments
- Storage of a communication history.

In order for Networking to suggest suitable contacts, your interest profile must be visible on the platform. Visibility is a technical requirement for matchmaking and cannot be deactivated. However, you can decide at any time whether and how other users may contact you.

Messe Frankfurt only provides the technical infrastructure with Networking. There is no entitlement to specific functions or uninterrupted availability. Use is free of charge.

The respective users are solely responsible for the content of user profiles, communication histories and any contracts concluded via Networking. Messe Frankfurt is not a party to such contacts or agreements and accepts no liability for them.

3 User Conduct and obligations

3.1 General Duties

You undertake to comply with applicable laws and the rights of third parties.

3.2 Prohibited Content and Conduct

The following behaviour is prohibited when using Networking:

- Use of offensive, defamatory, pornographic content or content that violates youth protection laws.
- Infringement of copyright, trademark, patent, design or utility model rights.
- Carrying out anti-competitive activities, including progressive customer advertising, such as snowball, structure or pyramid schemes within the meaning of Section 3 (3) UWG in conjunction with Annex No. 14 and other unfair practices. Annex No. 14 as well as other unfair business practices pursuant to Sections 3 et seq. UWG.
- Unreasonable harassment of other users within the meaning of Section 7 UWG.
- Sending chain letters (SPAM) or carrying out structural sales measures.
- Suggestive or sexualised communication.

- Using mechanisms, software or scripts that could impair the functionality of Networking.
- Copying content using "robot/crawler" technologies.
- Distribution and public reproduction of content from Networking without appropriate authorisation.

4. Data Backup

Messe Frankfurt accepts no liability for the permanent storage of data transmitted or made available via Networking. It is the responsibility of the user to back up relevant data independently.

5 Rights of Use and Intellectual Property

5.1 By agreeing to these Terms and Conditions and activating the user account accordingly, a user relationship is created between Messe Frankfurt and the user for the use of Networking. Messe Frankfurt grants you a non-exclusive and non-transferable right of use. You are not permitted to rent, lend, sell, licence, assign or otherwise transfer the right of use granted to Networking to third parties.

5.2 Intellectual Property and Proprietary Rights

All services and contents of Networking, in particular all texts, logos, images, trademarks, graphics, artwork, animations, audio files and software are legally protected, for example by copyright, moral rights, registered designs, patent, trademark, labelling and design rights, database rights, trade secrets, data protection and confidentiality rights and other similar rights. Messe Frankfurt is either the owner or licensee of all Networking content and services. All rights remain with Messe Frankfurt.

5.3 Restrictions on Software Modification

Users may not alter, decompile, reverse-engineer, or attempt to extract the source code of the Networking software, except as permitted by Sec. 69e of the German Copyright Act (UrhG).

6 Sanctions and Account Restrictions

In the event of violations of these terms and conditions, we reserve the right to temporarily block or permanently delete the profile in question. As a rule, you will receive a written warning before a permanent measure is taken. You have 14 days to respond in writing.

7 Liability

7.1 Messe Frankfurt shall be liable without limitation for damages resulting from injury to life, body or health caused by intentional or negligent breach of duty by Messe Frankfurt, its legal representatives or vicarious agents.

7.2 Messe Frankfurt shall only be liable for other damages in the event of wilful intent or gross negligence.

7.3 In the event of simple negligence, Messe Frankfurt shall only be liable in the event of a breach of a material contractual obligation (cardinal obligation). In this case, liability shall be limited to the foreseeable damage typical of the contract. A cardinal obligation is an obligation whose fulfilment is essential for the proper performance of the contract and on whose fulfilment the user may regularly rely.

7.4 Any further liability is excluded. The provisions of the Product Liability Act shall remain unaffected.

7.5 Messe Frankfurt provides Networking as a voluntary service free of charge. There is no claim to constant availability, specific functions or error-free operation. Messe Frankfurt accepts no liability for the accuracy, completeness or suitability of the content provided or contact suggestions for a specific purpose.

7.6 Messe Frankfurt accepts no responsibility for content provided by users or for contacts initiated via networking or any contracts concluded between users.

8 Hyperlinks

Links may lead to Internet providers whose content is not the responsibility of Messe Frankfurt. These links are recognisable as such from the context or are marked separately. Messe Frankfurt has no

influence whatsoever on the content provided there and does not adopt such content as its own. In particular, Messe Frankfurt expressly dissociates itself from the statements that can be retrieved there.

9 Term and Termination

This user relationship is concluded for an indefinite period. It may be terminated by either party at any time, without stating reasons. Users may deactivate and request the permanent deletion of their profile at any time via account settings. Messe Frankfurt reserves the right to discontinue Networking altogether.

10. Final Provisions

Should any provision of these Terms be held invalid, this shall not affect the validity of the remaining provisions. These Terms are governed exclusively by German law. Place of jurisdiction is Frankfurt am Main, Germany. These Terms do not confer any rights to third parties.