

## **General conditions of use for users of the Internet Platform of Messe Berlin**

### **1 General**

1.1 The Messe Berlin Internet Platform (hereinafter called the "Website") shall serve to provide general information to users and to establish contacts both between Messe Berlin and users or Exhibitors, respectively, and between Exhibitors and users. Messe Berlin shall provide information on the company Messe Berlin and on the programme of individual trade fairs as well as general organisational information of interest in connection with a planned or upcoming trade fair. In addition, information on individual Exhibitors at a Virtual Trade Fair shall also be retrievable, where this is offered for the relevant trade fair.

1.2 It shall not be possible to conclude agreements with Exhibitors at the Virtual Trade Fair via the Website. The conclusion of agreements with Messe Berlin via the Website, in particular concerning stand registrations, shall only be possible where explicit reference is made to this facility on the Website.

### **2 Information available**

The user shall be able to retrieve three different types of information from the Website:

2.1 Information on Messe Berlin, general organisational questions concerning all trade fairs, dates of individual trade fairs as well as general information on the programme of a particular trade fair.

2.2 Information which Exhibitors have supplied about themselves to Messe Berlin and which, during a Virtual Trade Fair, they shall maintain at the Messe Berlin's Website. This is information from an external source for which Messe Berlin shall accept no responsibility.

2.3 Information which may only be accessed by the user by selecting a hyperlink. This information, which is not saved at Messe Berlin's Website (<http://www.messe-berlin.de>), is information from an external source to which Messe Berlin shall merely provide access. On accessing these pages, the user leaves Messe Berlin's Internet service.

### **3 Rights to the Virtual Market Place®**

3.1 Messe Berlin shall have the exclusive right to duplicate, distribute and publicly reproduce the entire Virtual Trade Fair or, depending on type and size, a significant part thereof.

3.2 The user shall not be entitled to any proprietary rights, rights of exploitation or rights of use and enjoyment with reference to the Virtual Trade Fair.

### **4 Provision of the service**

The information service shall be supplied to the user free of charge. The user shall have no claims to uninterrupted access to Messe Berlin's Internet service wholly or in part in this or any other form. Messe Berlin shall not be obliged to inform the user of any interruptions.

### **5 Liability**

5.1 Information obtained from an external source and placed on the Website on behalf of the Exhibitor as part of the Virtual Trade Fair, shall be the responsibility of Messe Berlin only where it has knowledge of this information and where use of this information can be technically and admissibly prevented by Messe Berlin. Messe Berlin is not aware of any infringement of rights by the information from an external source on its Website.

5.2 Messe Berlin shall not be responsible for information from an external source to which it merely provides access. This shall apply in particular to information which can be accessed by selecting a hyperlink. The inclusion of a hyperlink on Messe Berlin's Website shall be no indication that Messe Berlin has verified the contents of the linked website. Messe Berlin expressly dissociates itself from the contents of linked websites.

### **6 Data protection**

Use of Messe Berlin's information service may, if necessary, require the storage of users' data. The processing of users' data shall solely serve to enable utilisation by the user of the information service. The data shall be deleted immediately following termination of use. Messe Berlin shall not forward this data to third parties, unless the user has expressly consented to the forwarding of such information. Where a particular use of the homepage requires the forwarding or other processing of the user's information, the user's consent shall be requested at that time.

### **7 Miscellaneous**

7.1 Disputes arising from or in connection with this agreement shall be exclusively subject to German law.

7.2 Place of jurisdiction shall, at the election of the plaintiff, either be Berlin-Charlottenburg or the general place of jurisdiction of the defendant.

7.3 Should any provision of this agreement be or become invalid this shall not affect the validity of the remaining provisions of this agreement, which shall remain in full force and effect. In the event of a dispute any invalid provision is to be replaced by the legally effective provision which comes closest to the contents of the invalid provision and which most closely correspond to the parties' economic interests in the invalid provision.

### **Imprint**

Messe Berlin has carefully checked the data, but cannot accept responsibility for the correctness or completeness of the data, or for ensuring that it is up to date. Any liability, in particular for damages, is excluded. Messe Berlin GmbH is not responsible for material from outside sources for which it has acted solely to provide access for the use of such material. This applies in particular to material which users can retrieve by using a hyperlink. Details about incorrect information or links, as well as suggestions and criticisms, should be sent to [virtualmarket@messe-berlin.de](mailto:virtualmarket@messe-berlin.de).

Company details in accordance with § 5 Telemediengesetz (TMG) [Remote Services Law]:

MB Capital Services GmbH

Thüringer Allee 12, D-14052 Berlin

HRG Amtsgericht [District Court] Charlottenburg HRB 65470 represented by Manfred Gleich (Chief Executive Officer) and Wilfried Wartenberg.

Responsible within the meaning of § 55 Rundfunkstaatsvertrag (RStV) [International Media Services Treaty]:

Manfred Gleich [gleich@mb-capital-services.de](mailto:gleich@mb-capital-services.de) Wilfried Wartenberg [wartenberg@mb-capital-services.de](mailto:wartenberg@mb-capital-services.de)

Managing Directors of MB Capital Services GmbH

Thüringer Allee 12, D-14052 Berlin

Telephone: +49 (0)30 / 306720-0

Fax: +49 (0)30 / 306720-50

Design, production & hosting by

[ngn - new generation network gmbh](#)

Leipziger Strasse 126, 10117 Berlin, Germany

Email: [info@ngn-global.com](mailto:info@ngn-global.com)

#### Data protection

Under §§ 28 and 29 BDSG [Federal Data Protection Law], the personal data of those with whom we conduct business are stored and processed in accordance with the purposes of the contractual relationship. In connection with such access, for reasons of data security the data that is temporarily stored on our servers may allow identification to take place (e.g. IP address, date, time and pages seen). Except for statistical purposes in an anonymous form, no evaluation of the data takes place.