

## **General Terms and Conditions for the We love Travel Networking Platform and associated Services**

### **1. Scope and definitions**

- 1.1 These General Terms and Conditions, as effective at the time of the conclusion of the User Agreement, apply for the User Agreement between Messe Berlin and User with regard to the participation at and the use of the We love Travel Networking Platform as well as for the use of the Services associated with the We love Travel Networking Platform.
- 1.2 Any conflicting, deviating or supplementary terms and conditions for purchase or terms and conditions for business or any other terms and conditions of the User shall not apply, unless Messe Berlin expressly approves to their applicability. These General Terms and Conditions shall also apply if Messe Berlin unconditionally performs Services despite knowledge of differing or contrary terms and conditions of the User.
- 1.3 The terms as used in these General Terms and Conditions shall have the meaning as set out below:
  - 1.3.1 “User Agreement” means the user agreement entered into by and between Messe Berlin and the User with regard to the participation at and the use of the We love Travel Networking Platform and its associated Services.
  - 1.3.2 “Affiliated Companies” shall mean companies which are legally affiliated with Messe Berlin in accordance with Sections 15 ff. of the German Stock Corporation Act.
  - 1.3.3 “General Terms and Conditions” are these General Terms and Conditions for the participation at and the use of the We love Travel Networking Platform and the associated Services.
  - 1.3.4 “Messe Berlin” is the Messe Berlin GmbH, located at Messedamm 22, 14055 Berlin, Germany and organizer of “We Love Travel!”.
  - 1.3.5 “Participant” shall mean registered participant who is entitled to participant at the “We Love Travel!”.
  - 1.3.6 “Services” means all services associated with the We love Travel Networking Platform, such as the We love Travel Networking Platform App, the Virtual Rooms as well as any other with the We love Travel Networking Platform associated Websites, Apps, Messages and services that are provided under this User Agreement.
  - 1.3.7 “Statement, Information and Content” means all statements, information and contents as well as posts, comments, links and other information that User sends, posts, shares or in any other way communicates while using We love Travel Networking Platform and the Services.
  - 1.3.8 “User” shall mean participant who is registered under a User Account and uses the We love Travel Networking Platform and the Services.
  - 1.3.9 “User account” is the user account under which User has been registered for We love Travel Networking Platform as well as for the Services.

- 1.3.10 "User profile" is the profile of the User with information of the User e.g. User's interests displayed to other Users.
- 1.3.11 "We Love Travel!" is a B2B and B2C event which is organized by Messe Berlin and which will take place from 16<sup>th</sup> to 18<sup>th</sup> October, 2020 at the Arena, Berlin. The event will contain of physical and virtual components.
- 1.3.12 "We love Travel Networking Platform" is the event-related network for all registered participants of the "We Love Travel!" Event and available at [www.welovetravel.berlin](http://www.welovetravel.berlin)
- 1.3.13 "We love Travel Networking Platform CoC" is the Code of Conduct that applies for User and any other third party that are using the We love Travel Networking Platform and the Services.

## **2. Conclusion of User Agreement, Amendments**

- 2.1. Participants who have successfully registered themselves for the "We Love Travel!" by either (i) purchase an admission ticket, (ii) being registered as exhibitor or sponsor or (iii) being accredited as journalist or blogger will be invited to join and register as User of the We love Travel Networking Platform.
- 2.2. The conclusion of the User Agreement together with the acceptance of these General Terms and Conditions is a prerequisite for the participation at and the use of the We love Travel Networking Platform and the Services. The registration and participation at the We love Travel Networking Platform as well as the use of associated Services will be free of charge.
- 2.3. The legal binding User Agreement with Messe Berlin shall come into effect when User registering for the We love Travel Networking Platform and/or by accessing and/or using the We love Travel Networking Platform and/or the Services.
- 2.4. Messe Berlin will review and amend these General Terms and Conditions, its Privacy Policy as well as its Cookies Policy from time to time. In this case, User will be informed about material changes in due time. If User does not agree with any changes, User is entitled to terminate this User Agreement. In this case, User has to delete its User Account. See also Section 11 of these General Terms and Conditions.
- 2.5. The continued use of We love Travel Networking Platform and/or Services by User after Messe Berlin has published or sent a notice about the changes to these General Terms and Conditions means that User is consenting to the updated terms as of their effective date.

## **3. User Account**

- 3.1 User must register with a User Account to participate at and use the We love Travel Networking Platform and/or Services and User agrees hereby to:
- register with the complete and correct name and with a valid email address;
  - be at least 16 years old;
  - use a strong password and keep it confidential;
  - prevent any unauthorized use its User Account by third parties;
  - follow the law and the We love Travel Networking Platform CoC.

3.2 Creating a User Account with false information is a violation of these General Terms and Conditions and entitles Messe Berlin to terminate the User Agreement immediately and without observing a termination period in accordance with Section 11.3 of these General Terms and Conditions.

3.3 User is responsible for anything that happens through its User Account unless User has prior closed User Account or reported misuse to Messe Berlin.

#### **4. Availability of Services and Constraints**

4.1 Messe Berlin will use reasonable efforts to continuously adjust the We love Travel Networking Platform and the Services to requests and changing requirements of the User from time to time. Therefore, Messe Berlin reserves the right to adjust the system according to the technological state of art and to make improvements to the system, in particular to improve user-friendliness, as well as adjustments with regard to the Services and their content.

4.2 Messe Berlin reserves the right to change, suspend or discontinue any of the Services. In case of any changes or modification to the Services, Messe Berlin is not required to store or keep showing any Statement, Information and Content that User has published or shared with other Users. Messe Berlin is not a storage service. User agrees that Messe Berlin has no obligation to store, maintain or provide User a copy of any Statement, Information and Content that User or others provide, except to the extent required by applicable law and as noted in our Privacy Policy of Messe Berlin.

#### **5. Duties of Cooperation**

User shall be solely responsible for providing and maintaining all technical equipment necessary for accessing and using the We love Travel Networking Platform and the Services, in particular, hardware, operating system, Internet connection and current browser software.

#### **6. Notices and Messages**

6.1 User agrees that Messe Berlin will provide notices and messages to User in the following ways:

- (i) within the Service, or
- (ii) send to the contact information User provided to Messe Berlin (e.g., email, mobile number, address).

6.2 User agrees to keep the contact information up to date.

#### **7. Sharing Statement, Information and Content**

7.1 The Services allow messaging and sharing of Statement, Information and Content between Users. Statement, Information and Content that User sends or shares or in any other way communicates may be seen by other Users or third parties. User is responsible for the Statement, Information and Content that is shared with other Users as well as for the chosen method to share Statement, Information and Content.

7.2 Messe Berlin is not obligated to publish any Statement, Information or Content on the Service and can remove any Statement, Information and Content with or without notice.

#### **8. Property rights**

- 8.1 User hereby assures that User is entitled to transmit or publish the Statement, Information and Content provided by User. User hereby also declares that the Statement, Information and Content provided, shared or otherwise communicated by User do not violate the applicable law or anyone's rights (including intellectual property rights). In addition, User assures that profile data of User Profile will be truthful. Messe Berlin may be legally obliged to remove certain Statement, Information or Content.
- 8.2 User hereby grants Messe Berlin the worldwide, transferable and sublicensable right of use for the Statement, Information and Content, which includes the right to use, copy, modify, distribute, publish and process the Statement, Information and Content provided, shared or otherwise communicated by User through the Services, without any further consent by User and without any further notification and/or obligation to pay a royalty fee to User or any third party by Messe Berlin.
- 8.3 User will indemnify and hold harmless Messe Berlin from and against claims, suits actions and/or other proceedings brought to Messe Berlin by any third party with regard to right of use granted by the User to Messe Berlin. Indemnification includes all losses suffered by Messe Berlin as well as other costs and expenses incurred by, in particular, but without limitation, court costs and costs and/or fees for attorneys.
- 8.4 User can terminate the right of use for specific Statement, Information and Content at any time by deleting such Statement, Information and Content from the Services or by closing the User Account, whereby User must take into account that
- other Users might have copied the Statement, Information and Content shared within the Services;
  - other Users might have shared or saved them; and
  - Messe Berlin needs a reasonable period of time to remove this Statement, Information and Content from security and other systems.

## **9. Statement, Information and Content**

- 9.1 By using the Services, User may encounter Statement, Information and Content that might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. Messe Berlin is not obligated to review, correct, complete or otherwise amend any Statement, Information and Content provided by other Users. Messe Berlin is not responsible for the Statement, Information and Content of other Users and can therefore not held liable for any damages or losses as a result of any Statement, Information and Content by any User.
- 9.2 Furthermore, Messe Berlin is not responsible for any services that are offered and/or provided to a User by another User or any third party while using the We love Travel Networking Platform or the Services. Offering or providing services through the use of We love Travel Networking Platform and the Services shall take place exclusively between the User and another User or a third party.
- 9.3 In this context, User agrees that Messe Berlin
- is not responsible for the offering, performance or procurement of these services;

- does not endorse any particular service offered by a User; and
  - shall not create an employment, agency, or joint venture relationship with any User offering services.
- 9.4 If User is offering services through We love Travel Networking Platform or the Services, User represents and warrants that User has all required licenses, permissions and other authorization necessary to offer and/or provide the service as well as that User will offer and/or provide services consistent with We love Travel Networking Platform CoC.
- 9.5 Similarly, User may use We love Travel Networking Platform or Services to register for an event that is organized by Messe Berlin, User or third party, and / or to visit such event and connect with other Users who are attendees at such events.
- 9.6 In this context, User agrees that Messe Berlin
- is not responsible for the conduct of any User or other attendees at such events;
  - does not endorse any particular event listed on We love Travel Networking Platform or Services;
  - does not review and/or vet any of these events; and
  - does not act as organizer of such events and is not responsible thereof.

## **10. Disclaimer and Limit of Liability**

- 10.1 Messe Berlin and its Affiliated Companies make no representation or warranty about the We love Travel Networking Platform and the Services and make no representation that the We love Travel Networking Platform and/or Services will be uninterrupted or error-free. The We love Travel Networking Platform and the Services (including content and information) will be provided on an “as is” and “as available” basis.
- 10.2 Messe Berlin and its Affiliated Companies will also make no representation or warranty for any revenue or profit expectations and/or business opportunities associated, either directly or indirectly, with the use of the We love Travel Networking Platform and/or the Services by User.
- 10.3 Messe Berlin can only be held liable for intent and gross negligence, as well as for the breach of a material contractual obligation. In the event of an ordinarily negligent breach of a material contractual obligation, the liability of Messe Berlin shall be limited to the typical foreseeable damage as at the conclusion of the User Agreement. In the event that performance is initially impossible, Messe Berlin can only be held liable if the obstacle to performance was known or the lack of knowledge was due to gross negligence, provided that it was not a material contractual obligation.
- 10.4 The non-fault liability of Messe Berlin for defects existing at the time of conclusion of the User Agreement according to Section 536a, paragraph 1, sentence 1 of the German Civil Code is hereby excluded.
- 10.5 Where the liability of Messe Berlin is excluded or limited, this also applies to the personal liability of the employees, workers, representatives and vicarious agents of Messe Berlin.
- 10.6 Aforementioned exclusions of liability according to Section 10.3 to 10.5 of these General Terms and Conditions do not apply if defects have been concealed maliciously or if a guarantee of quality has been made, and do not apply to liability for claims under the German Product Liability Act or physical injuries (to life, limb or health).

10.7 With the exception of the claims arising under Section 10.6 of these General Terms and Conditions, claims of the user to compensation for which liability is limited under this Section 10 of these General Terms and Conditions shall become time-barred one year after the start of the statutory limitation period.

## **11. Commencement, term and termination of User Agreement**

11.1 Unless agreed otherwise, the provisions these General Terms and Conditions apply to the commencement, term and termination of the User Agreement. The User Agreement for the participation at We love Travel Networking Platform and the use of the Services will be concluded in accordance with the provisions of Section 2 of these General Terms and Conditions.

11.2 The term of the User Agreement between Messe Berlin and User is limited for the duration of We Love Travel!. Either party may terminate this User Agreement at any time with notice to the other. User may also terminate by simply deleting the User Account. On termination, User loses the right to access or use the Services.

11.3 Each party's right to terminate for good cause remains unaffected. Good cause for Messe Berlin exists in particular, but is not limited to any circumstances where User has violated any provision of these General Terms and Conditions and/or of the We love Travel Networking Platform CoC.

11.4 If the User Agreement is terminated, the User Account as well as related personal data shall be deleted. This does not apply to data that is subject to a mandatory retention obligation.

## **12. Online Dispute settlement platform**

12.1 The European Commission provides a platform for out-of-court online dispute resolution (OS platform), which can be accessed at [www.ec.europa.eu/Consumers/Odr](http://www.ec.europa.eu/Consumers/Odr) Messe Berlin's contact details, including e-mail address, can be found in the imprint of [www.itb.com](http://www.itb.com).

12.2 Messe Berlin is neither obliged nor willing to participate in the dispute resolution procedure.

## **13. Place of performance and jurisdiction, Governing Law**

13.1 The place of fulfilment and jurisdiction for all disputes in connection with this User Agreement shall be Berlin (Germany) provided that the User is a merchant, a legal entity under public law or a special fund under public law or if User does not have a general place of jurisdiction in the Federal Republic of Germany.

13.2 German law shall apply exclusively to any disputes arising out of or in connection with the User Agreement and the present General Terms and Conditions and/or the use of the We love Travel Networking Platform and the Services, regardless of the legal grounds, to the exclusion of any conflict of law provisions which refer to a different jurisdiction. The UN Convention on Contracts for the International Sale of Goods shall not apply.

13.3 Should individual provisions of these Terms and Conditions be ineffective, the validity of the remaining provisions shall not be affected. The invalid provision shall be amended in such a way that the intended purpose is achieved.

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