Terms of use DMEXCO platform

The digital part of the DMEXCO is held on the digital event platform of Koelnmesse GmbH, Messeplatz 1, 50679 Cologne, Germany (hereinafter "Koelnmesse").
The operator of the digital event platform is Swapcard Corporation SAS, 6 rue de Paradis, 75010 Paris, France (hereinafter "Swapcard").

You can view, save, and print out the terms of use at any time on the DMEXCO platform.

Participation in DMEXCO and the use of digital content on the digital event platform is only possible after agreeing to the following terms of use.

1. General Terms of Use

The DMEXCO platform gives you access to the digital version of the DMEXCO event. For more details about this, please see Section 2. The platform and its features shall not be used for purposes other than those intended. Therefore, please use the platform only to the extent permitted by law and in accordance with our terms of use. If you violate any applicable German law or our terms of use, we reserve the right to exclude you from using the platform. Using the platform does not give you ownership to any copyrights or industrial property rights.

2. Platform features

Personal profile: After purchasing an event ticket in the ticket shop, an account is created on the digital event platform with the user's registration data. The user can add to or complete his or her data at any time on the platform under "My profile". The account gives the user access to the specific digital event or, as far as offered, to various digital Events and, depending on the ticket type, access to various functions on the platform.
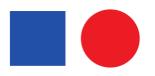
Community: In this section the user will find the list of other event participants. The profile is visible by default, but the user can also deactivate it (hide it) as well as reactivate it after deactivation and thus make it visible. When the profile is visible, the following basic information is displayed to the other participants: profile picture (if uploaded by the user), name, position and company details, and social media links.

Networking: The user can contact other participants directly by sending them a contact or meeting request. Once the request is accepted, the other participant appears in the user's contact list and the user has access to the other participant's full profile, including contact details. The user can withdraw the contact confirmation at any time using the "Delete contact" function. He can also chat with participants from his contact list and export these contacts including full profile information. Provided that the other participant is registered as an employee of an exhibitor on the digital event platform, the exhibitor will also receive all user's contact and profile data after accepting the contact/meeting request. Exhibitors on the digital event platform also receive a list of attendees who have visited their company profile. If the user's profile visibility is disabled (hidden), they will appear as "anonymous". If the user's profile visibility is enabled and if they have not been in direct contact with the exhibitor or an exhibitor employee, only the basic profile information (profile picture, name, position and company details, and social media links) is displayed.

Companies/company profile: Here you will find the list of all exhibitors at the event and access to their individual company profile. The company profile contains - if maintained by the exhibitor - information about the company including contact details and social media links, a list of contact persons in the company, job offers and products as well as further links and multimedia files. Via the company profile, the user has the option to send appointment

requests or a message to the exhibitor or to bookmark the exhibitor.

Digital Gallery: Here all products and job offers of the exhibitors as well as and, as far as offered, raffles are listed.

Speakers/program: Here you can find information about the speakers and sessions of the event as well as the conference content.

Video library: Contains the video-on-demand content.

Break-out Rooms: Break-out rooms provide an opportunity to interact with the speaker after the session. Up to 100 people can participate. No registration is necessary.

My DMEXCO: The user's exhibitors, job offers, products, sessions and people that have been bookmarked by the user are displayed here.

Lead tracking (through third-party provider 3Space - Validar): Lead tracking is only provided as part of certain Expo packages and is thus only available to registered exhibitors, with the purpose that exhibitors can send users promotional information about the services they offer. The participant's profile information (name, position, company details and contact details), i.e. personal data, will only be shared with exhibitors if the user consents by opting-in on the digital form. Consent to lead tracking is thus voluntary for the user and only applies to exhibitors with whom the user has had one of the following interactions:

On the digital event platform:
- Visited or bookmarked the company profile or interacted with profile content
- Sent appointment request to the exhibitor
- Visited or bookmarked the exhibitor's products or service
- Visited or bookmarked a job offer of the exhibitor

- Visited, bookmarked or rated conference content (sessions) of exhibitor or rated speaker of exhibitor
- Request for or bookmark exhibitor roundtables
- Visit to a break-out room
- Interaction with exhibitor advertising space

On site
- Scan of the visitor QR code on the batch (when visiting a session or on the stand)

We reserve the right to modify, discontinue, take down, or interrupt operation of these basic features at any time and without separate notice for any reason, for example to the extent necessary to perform scheduled or unscheduled maintenance work, troubleshooting, or make other changes.

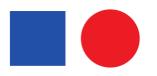3. Rules of conduct, user obligations, prohibition of misuse

When using the platform, you agree to abide by the basic principles of "netiquette". Anyone who violates these principles may be excluded from using the platform.

Furthermore, you agree to only provide complete and correct information in your profile. You also agree to keep your access data, including passwords, for this platform secret and adequately protect them from unauthorized use. You must inform Koelnmesse immediately if you suspect in any way that there has been any unauthorized disclosure of your access data and/or passwords and/or any unauthorized access.

Moreover, you shall be responsible for ensuring that the content you share on the digital platform (e.g. via links) does not contain any viruses, worms, or Trojan horses. You shall be liable for compensating Koelnmesse for any damages incurred as a result of non-compliance with these obligations due to a fault of your own and shall also release

Koelnmesse from any claims brought by third parties, including legal fees. The misuse of platform features is not permitted. This particularly includes the automated reading of data as well as the automated sending of requests or messages to other platform users. You agree to refrain from doing anything that could jeopardize or disrupt the functioning of the digital platform. It is also prohibited to distribute illegal content, address people in an inappropriate or discriminatory way, or ask them for private information (e.g. gender, age, or place of residence). It is not permitted to share or disseminate content that violates third-party rights, in particular patent rights, utility model rights, copyrights, trademark rights, design rights, or similar third-party property rights, or other legal regulations, in particular criminal law and youth protection law. Commercial advertising and links to advertising as well as excessively long texts in chat forums are not welcome. In the event of a violation of this, we reserve the right to exclude you from further using the platform.

4. Liability

Koelnmesse makes no guarantees with respect to the availability, reliability, functionality, or suitability of the platform for your purposes. Unless mandatory liability is provided under the German Product Liability Act (Produkthaftungsgesetz), liability shall be excluded due to willful intent, gross negligence, injury to life, limb or health, assumption of a guarantee of quality, fraudulent concealment of a defect, or breach of essential contractual obligations. Essential contractual obligations are those obligations whose fulfillment is essential for the proper execution of a contract and the fulfillment of which the contracting parties may regularly rely on. Damages for breach of essential contractual obligations shall be limited to the foreseeable damage typical for the contract, provided such a breach is not attributed to willful intent or gross negligence.

5. Termination

You may terminate the contract for using the platform, including the networking features, at any time without providing reasons by sending an email to datenschutz-km@koelnmesse.de. Koelnmesse also has the right to terminate the contract for use of the platform for just cause. Just cause may include, for example, violation of the provisions contained in Section 4 of these general terms of use.

6. Applicable law

These terms of use are subject to German law. In the event that you are a merchant as defined by the German Commercial Code (Handelsgesetzbuch), the exclusive place of jurisdiction for all disputes arising out of or in connection with these terms of use shall be Cologne, Germany, including all questions relating to the existence, validity, or termination of these terms of use.

7. Severability clause

Each provision of these terms of use shall be construed separately and independently. If any provision of these terms of use is invalid or unenforceable in whole or in part, the validity of the remaining provisions of these terms of use shall not be affected thereby. In such a case, the provision in question shall only be limited or deleted to the extent strictly necessary and replaced by a valid provision that comes closest to the intended purpose of these terms of use.

Last updated: March 23, 2022