

Terms of use digital event platform

The digital part of the event is held on the digital event platform of Koelnmesse GmbH, Messeplatz 1, 50679 Cologne, Germany (hereinafter "Koelnmesse" or "organizer").

The operator of the digital event platform is Swapcard Corporation SAS, 6 rue de Paradis, 75010 Paris, France.

You can find these terms of use at any time on the homepage of any event on the platform - view, save, and print them out if you wish.

Participation in 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 digital event platform gives you access to the digital part of the 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

For each event, the organizer activates a selection of the functions listed below on the digital event platform. The user has access to some or all of these functions, depending on the type of ticket purchased.

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.

List of participants: 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 again. 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 network with the other participant in the following ways:

- By sending a contact or meeting request directly on the digital event platform.
- By using the badge reader in the mobile event app to scan another attendee's badge or business card at the event.

Once the contact or meeting request is accepted or the scan is performed, the other attendee appears in the user's personal contact list and the user gains access to the other attendee's profile, **including their contact information**. At the same time, the user's contact details are also sent to the other participant with whom the user has connected.

The user can undo the performed connection at any time by using the "Delete contact" function. The user 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, your full profile will also be shared with the exhibitor.

Exhibitors on the digital event platform has also access to a list of attendees who have visited the 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 profiles: Here you will find the list of all exhibitors of 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 on-Demand: Contains the video-on-demand content.

My event: Here the user can find bookmarks (exhibitors, products, job offers, video-content etc.), personal conference agenda, requested and confirmed meetings and confirmed contacts. The user can also explore the event (exhibitors, sessions, people and products) based on AI recommendations.

Interactive hall plan: Includes the hall plan of the event where exhibitor booths and other points of interests are listed.

Meetings: The user is able to book a meeting with another person or exhibiting company. Meeting slot times are defined by the organizer. They decide at what times meetings can occur, with whom and for how long. A pending meeting is blocking a meeting slot.

Video roundtable: The video roundtable gives the user the option to join a video session. The session can host up to 100 participants. No registration is necessary. The user will join the roundtable as spectators and, after moderator's approval can be invited on stage. Questions should first be asked in the chat within the discussion group.

News feed(s): Here the user can find latest news and announcements.

Lead reporting: 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.

In Leadreporting we offer these different reports to our exhibitors:

- **Connection reports** include all persons from badge or business card scanning as well as persons which actively confirmed contact or meeting request or actively contacted the exhibitor. Those reports summarize leads actively collected by the exhibitor.
- **Passive interaction reports** include all persons which in other ways interacted with exhibitor online content at our digital event platform. In these reports, personal data and contact information are only visible if the persons have agreed to the corresponding consent. This consent is optional for all users.
- **The reports of on-site participants** contain persons who have been scanned at the entrance to an event of the exhibitor (e. g. Masterclass) and have thus given their consent. Scanning is done on a voluntary basis. The on-site attendee report contains all scanned attendees with personal data and contact information.

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 wilful 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 fulfilment is essential for the proper execution of a contract and the fulfilment 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 wilful intent or gross negligence.

5. Termination

You may terminate the contract for using the DMEXCO digital event platform, at any time without providing reasons by (1) deleting his/her Profile under "My Profile" -> "Settings" (2) 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 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.