

General Terms of Business

Internet Access

These General Terms and Conditions of Business for Internet Access ("Internet Access Terms") govern the contractual relationship between the customer (exhibitor, event organiser and other users) and Hamburg Messe und Congress GmbH (HMC hereinafter) within the scope of orders placed for "Internet Access" or any other provision of wireless- or cable-based Internet access. All performances will be provided on the basis of these Internet Access Terms. These terms constitute a major integral part of the contract that governs the contractual relationship between HMC and the customer.

It will be the customer's duty to instruct in full and in a binding manner all further users also allowed to use the Internet access provided by HMC within the framework of the customer's events in accordance with these Internet Access Terms and to ensure that such users comply with them.

These Internet Access Terms by HMC will apply exclusively; other terms by the customer that contradict or deviate from these Internet

Access Terms will not be recognised by HMC unless it has given its express consent to their application. These Internet Access Terms will also apply even if the performance was provided in awareness of terms that contradict or deviate from these Internet Access Terms.

1. Performance availability

- 1.1 It cannot be guaranteed that it will be possible to provide individual performances completely free of interruption, in particular that connections may be established at any time and that specific data throughputs may be maintained on a continuous basis, particularly as such depend on factors that are beyond the sphere of HMC's operations.
- 1.2 HMC will guarantee the technical availability of the network ("connectivity") using HMC's servers at an annual average of 98.5%. This availability relates exclusively to the operation of HMC's software and hardware. The customer will be obliged to immediately notify HMC in writing (email will suffice) of any apparent disruptions or interruptions to this availability.
- 1.3 HMC cannot assume any responsibility for the functionality of Internet connections or for any particular transmission speed.
- 1.4 HMC may limit or block access to its performances to the extent that the reliability of network operations, the maintenance of the network integrity and, in particular, the prevention of serious disruptions to the network, software, stored data, service interoperability or data protection requires such measures.

2. Internet access

- 2.1. To the extent that HMC provides access to use its data and information network and the Internet, such access will be provided exclusively through network components preset by HMC and HMC's infrastructure. Access to HMC's WLAN will be realised either through entering the provided access data in the WLAN login area or by entering the access code (voucher) in the browser on the WLAN portal page.
- 2.2. The customer will only be permitted to allow several persons to simultaneously use the Internet access provided by HMC if an order was placed for an Internet solution for multiple users. The customer will, in

particular, only be entitled to introduce its own components subsequent to prior written consent by HMC (e.g. creation of its own networks downstream of HMC's Internet connection, routers, WLAN, etc.). A WLAN-capable end device will be necessary to use the wireless access. A WLAN-capable end device complying with the 802.11 a/b/g/n standard and Web browser (e.g. Internet Explorer, Safari, Firefox, Opera, etc.) or smartphone will be required. The end device's wireless adapter must be activated.

- 2.3. Data is currently only transferred over the Internet using the protocols and standards based on TCP/IP (Transmission Control Protocol/Internet Protocol). The data, files, programs, texts, images, video and audio files the customer transfers to or from the Internet access will not be subject to any monitoring by HMC, they will, in particular, not be monitored to determine whether they contain harmful malware (e.g. viruses, etc.).
- 2.4. HMC will not guarantee the correctness or completeness of information and contents procured through HMC's Internet portal or from third parties.
- 2.5. The customer's attention is expressly drawn to the risks associated with access to the Internet (e.g. data espionage, loss of data caused by viruses, damage to hardware caused by attacks from the Internet, etc.). The customer must itself implement precautions against such risks, in particular, by regularly backing up its data.
- 2.6. Sensitive data must be encrypted or otherwise suitably protected against unauthorised access by third parties. The wireless connection between HMC's WLAN and the customer's end device will not be encrypted. It cannot therefore be ruled out that other people may gain access to the data being transferred. The customer will itself be responsible for encrypting the data (e.g. https, VPN). HMC will not be liable if such data is stolen and abused. Data will be transferred via the Internet exclusively at the customer's risk.
- 2.7. HMC will store the legally specified usage data for six months in accordance with Paragraph 113 Telekommunikationsgesetz (TKG – German Telecommunications Act). Data will only be released in response to a court order.
- 2.8. The customer is prohibited from permitting third parties to use the Internet access on a commercial basis or in any other form against payment.

3. Customer duties

- 3.1. The network or Internet services operated over the network, e.g. www (World Wide Web), email, news, Gopher or Telnet, may in any form only be used in compliance with the statutory provisions and within the scope of the performances granted to the customer on the basis of the contract.
- 3.2. This, in particular, means that no contents may be transmitted, received or distributed over HMC's network if to do so would constitute a criminal offence, e.g. sedition (Paragraph 130 Strafgesetzbuch (StGB – German Criminal Code), banned extreme right- and left-wing propaganda or the violation of personal rights, e.g. insults, defamation or libel (Paragraphs 185- 189 StGB), the distribution of pornographic contents (Paragraph 184

StGB) or the violation of third-party rights, e.g. name rights, personal rights, copyrights, legal competition and trademark rights. The legal provisions governing data protection and the protection of the privacy of third parties must be observed to the same extent.

- 3.3. Insofar as HMC makes it possible for the customer to create a Web site on the Internet, the customer must guarantee that it does not design the Web site in such a way that HMC's network and connected networks and third-party networks suffer disruption or modification, that the Web site does not include any illegal or immoral contents, that it does not refer to such, that it does not include any contents that are covered by the Jugendschutzgesetz (JuSchG – German Youth Protection Law) or that otherwise could lead to the well-being of children and adolescents suffering adverse effects or that could otherwise morally endanger children and adolescents, that suitable technical measures have been implemented to prevent such from being conveyed to minors and coming to the attention of minors, that the contents do not violate the rights of third parties, in particular, national or international copyrights and industrial property rights, e.g. trademarks, industrial designs and patents, or the personal rights of third parties, and that the customer possesses the necessary official permits insofar as it offers performances or merchandise through the Website.
- 3.4. The customer will be solely responsible for the contents provided and references to other contents made on its Web site. For HMC, such contents constitute external contents as set out in the Telemediengesetz (German Telemedia Act). In this regard, HMC will not be obliged to monitor the customer's contents and to determine whether these include illegal or immoral contents insofar as other legal regulations do not oblige HMC to do so. The customer must at its own risk and cost fulfil all the necessary requirements punctually, in particular, professional requirements and technical facilities, such as hardware, software or other functionalities, which are necessary for the proper provision of the respective performances by HMC. If not otherwise agreed, HMC will not provide any guarantee that the customer's functional demands made on HMC's performances will be fulfilled by the conditions created by the customer.
- 3.5. The customer will in particular be responsible for
- Insofar as the customer has requested HMC to install Technical facilities, granting HMC's staff or vicarious agents access by prior agreement to the premises in which the technical facilities are to be installed and to provide all the information and materials necessary for the proper provision of performances by HMC, insofar as installations have been ordered, naming one or several contact partners to HMC who will be available to HMC and who have been authorised to make the binding declarations on behalf of the customer that are necessary within the scope of the provision of performances, using only such technical facilities that comply with the relevant regulations and that HMC's network, the networks connected to it or third-party networks will not suffer adverse effects or modification.
- 3.6. In the event that the customer does not fulfil its duties of cooperation, the customer must separately compensate
- HMC for the wasted additional effort and expense – which includes all costs of provision for material and personnel – caused by the duties of cooperation not being fulfilled.
- 3.7. The customer must also refrain from any illegal, non-contractual or abusive utilisation of performances by HMC. The customer must in particular
- refrain from interventions into HMC's networks or networks connected to it, from modifying the physical or logical structure of the software or operating systems and from using facilities, software or other measures which could lead to such modifications;
 - refrain from distributing harmful malware or other programs (e.g. viruses, worms, Trojans, etc.) through HMC's performances,
 - refrain from excessive use of other measures that as a starting or end point may be suitable for causing disruptions to HMC or for disrupting, impairing or partially or entirely stopping the provision of performances to third parties by HMC;
 - refrain from analysing safety precautions (on all systems, networks, hosts, accounts or other subsystems) employed by HMC, HMC's customers or other Internet users for the purposes of finding security gaps ("port scan");
 - refrain from putting the on-going operation and system security of HMC's network and other networks connected to it at risk and from circumventing security regulations ("hacking", "cracking");
 - refrain from intervening in services ("denial of service attacks");
 - refrain from using peer-to-peer networks;
 - refrain from molesting or threatening third parties by uploading or forwarding chain letters ("junk mail", "spam"), from making accessible, transferring or distributing contents that are pornographic, that glorify violence and war and that are harmful to minors and from launching, holding available, storing or making accessible contents that incite to racial hatred, advertise terrorist organisations, call for criminal offences to be committed, that are libellous or that include other illegal or immoral contents and from simply linking to such contents or materials;
 - must refrain from procuring, installing, using, running or making available software, files, information or other contents relating to HMC's performances for which it does not possess the necessary rights or which violate the rights of third parties, in particular, national or international copyrights or industrial property rights, e.g. brands, industrial designs, or the personal rights of third parties or from procuring access to information that is not meant for the customer;
 - and refrain from all acts and behaviours that possess an effect or direction that is comparable with that of the behaviours set out above.
- 3.8. HMC will be entitled to block access to illegal or immoral contents provided by the customer at any time without prior notice and to exclude the customer from using HMC's performances in such cases. The customer will not be entitled to make any claims to compensation in the event of such blockage or exclusion being justified.

- 3.9. Insofar as the customer otherwise breaches the above duties set out by HMC, HMC will be entitled to partially or entirely exclude the customer from using the respective performances provided by HMC and to quit the contractual relationship for cause. The claim to payment will remain unaffected by this.
- 3.10. The customer will bear all the costs related to the loss of or damage to a system component provided by HMC. The system components will remain the property of HMC. The costs for equipment that the customer requires as a result of its hardware and software will be borne by the customer. HMC will not be obliged to provide or procure such equipment.
- 4. Disruptions to performances / customer services**
- 4.1. Unforeseeable events, such as force majeure, measures by the authorities, failure of telecommunications connections and other unavoidable disruptions and events that lie beyond HMC's sphere of influence and for which HMC is not responsible will relieve HMC from its duty of punctual performance for their duration. The customer will be immediately and appropriately informed of the occurrence of the disruption or the event by HMC. The claim to payment will remain unaffected by this.
- 4.2. The customer will be obliged to immediately notify HMC of any recognisable defects or disruptions and to implement measures within reason that allow the defects and their causes to be determined or the facilitation and acceleration of their elimination. Liability for damage resulting from late notification of the disruption or defect will not be assumed.
- 4.3. HMC will within an appropriate period of time eliminate disruptions and other defects within the scope of what is currently technically, economically and operationally reasonable and possible.
- 4.4. The customer will be entitled to make a pro-rata deduction based on the duration of the event if HMC is responsible for a disruption or defect and the disruption or defect exists for a period exceeding 50% of the official hall-opening times/day.
- 4.5. The customer will be obliged to reimburse to an appropriate extent the costs incurred for analysis to HMC insofar as not otherwise agreed if the customer was itself responsible for the disruption or defect for which a complaint was made or if no disruption or defect actually existed.
- 4.6. HMC will offer customer services to the customer. These will include an on-site service.
- 5. Liability**
- 5.1. HMC will in the event of gross negligence only be liable for the culpability of its legal representatives and executive employees unless material contractual obligations have not been fulfilled or injury to life, limb or health has occurred.
- 5.2. HMC will only be liable for minor negligence in the event of material contractual obligations not being fulfilled or injury to life, limb or health has occurred.
- 5.3. Irrespective of the legal basis, HMC will only be liable for the foreseeable damage the occurrence of which could have typically been anticipated.
- 5.4. To the extent that HMC is liable for minor negligence, liability will be limited to 500.00 euros.
- 5.5. HMC's liability regardless of negligence or fault for already existing defects as set out in Paragraph 536 a 1 Bürgerliches Gesetzbuch (German Civil Code) is expressly ruled out. HMC will to this extent and in particular not be liable for the exhibited materials or stand equipment and any consequential damages suffered by the customer.
- 5.6. HMC will not be liable for disruption or interruptions to its performances insofar as such are unavoidable in cases of force majeure or result from events for which HMC cannot be held responsible.
- 5.7. HMC is not able to influence the information and services provided on the Internet by third parties. HMC will assume no liability for such information and services and any damage resulting from such information and services.
- 5.8. The customer will bear full responsibility for any cases of abuse related to the illegal use of HMC's WLAN by the customer itself or participants in its events and will release HMC from all claims by third parties resulting from such abuse. This indemnity also extends to the costs and expenses associated with the claim or its defence.
- 5.9. The customer will itself be directly liable to third parties for violations of third-party rights. This applies, in particular, to copyright violations. Insofar as the customer does not fulfil its contractual duties or otherwise uses the Internet connection for illegal purposes and violates the rights of third parties, it must release HMC from all claims by third parties and reimburse HMC for all the costs incurred for legal defence insofar as it is responsible for the violation. The customer must provide proof that it is not responsible for the violation.
- 5.10. Any personal access data (including passwords) provided may not be passed on to third parties and must be kept in such a way that it is protected from being accessed by third parties. Insofar as it is necessary within the scope of the customer's activities, access data may be passed on if HMC has given its prior written consent. The responsibility for the use of the Internet connections will in such cases expressly remain with the customer. The customer must immediately inform HMC if justification exists for the assumption that unauthorised persons have acquired knowledge of the access data.
- 6. Data protection**
- 6.1. To grant you access to the HMC free WIFI network, we request the following information: Your form of address, first name, surname, and e-mail address. Based on GDPR, Article 6(1)(f), we will use your personal information for customer support, and in particular, to keep you informed by e-mail about events of interest. All this is done in strict adherence to applicable privacy protection laws in force at the given time. In addition,

personal information of paid Premium Account users will be processed by HMC or one of our service providers for contract performance purposes.

- 6.2. You have the right to view, correct, delete, or block the storage of your personal information. In the event that you would like us to delete your personal data stored by us, we will immediately proceed as instructed by you unless we are subject to legal documentation or record-keeping obligations that prevent such deletion. You may at any time object to the processing of your data for the purposes indicated above, or revoke your consent to such processing, by sending an appropriate message to datenschutz@hamburg-messe.de.
- 6.3. For further information on data protection please go to www.hamburg-messe.de/datenschutz/. You may also use the same link to contact our Data Protection Officer.

7. Final provisions

- 7.1. Should one of the provisions within these Internet Access Terms be ineffective or impracticable or should it become so, this will not affect the effectiveness of the other provisions within these Internet Access Terms. In such cases, the parties will be obliged to agree an effective and practicable provision that corresponds as far as possible to the purpose of the provision to be replaced in the sense of these Internet Access Terms; the same applies to any loopholes in these Internet Access Terms.
- 7.2. The place of fulfilment for both sides is Hamburg. The place of jurisdiction is Hamburg (-center) insofar as the contract partner is a business person, a body organised under public law, special fund under public law or does not possess a general domestic place of jurisdiction. HMC, however, reserves the right to also take legal steps at the contract partner's general place of jurisdiction.
- 7.3. The Internet Access Terms are subject exclusively to German law on exclusion of international private law and the United Nations Convention on Contracts for the International Sale of Goods.

The Internet Access Terms are also located at www.hamburg-messe.de and www.cch.de from where they may be downloaded.

Status: January 2019