

# General Terms and Conditions for the use of Digital Offerings



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MCH Messe Schweiz (Basel) AG, based in Basel, Switzerland (herein-after referred to as "MCH"), organises and carries out exhibitions, trade fairs, conferences and congresses (hereinafter referred to as "Exhibition") in Basel and at other locations in Switzerland. Alongside and in addition to its exhibitions, MCH offers digital services which are intended to enable interested businesses to expand their marketing and sales channels. MCH is a subsidiary company of MCH Group AG (hereinafter referred to as "MCH Group").

These General Terms and Conditions (hereinafter referred to as "GTC") apply to the ordering and use of digital offerings of MCH, which it offers on its website; differing written agreements remain reserved. A Community Package includes all forms of Participation Packages of MCH, regardless of whether or not such a package is offered for a total price. For the purpose of simplicity, only the "Participation Package" is hereinafter referred to, whereby all forms of digital offerings of MCH, which it offers on its website, are meant.

The Participation Packages are customised for businesses and not available to private individuals. Sole traders in particular are also considered businesses. Businesses which order a Participation Package are hereinafter referred to as "Participant" in these GTC.

By placing an order, the Participant acknowledges these GTC in full.

## 1 Ordering and registering in the Community Platform

For a fee, the Participant may order the Participation Package or multiple Participation Packages it requires, by submitting the completed order form. When placing an online order, the form is submitted by clicking on the "Send application" button. Changes and conditions made by Participants in the form (e.g. in the comments fields) are invalid and are considered non-written. After submitting the order, the Participant will receive a confirmation of receipt via email. This confirmation of receipt is merely to provide the Participant with a copy of the information contained in the order; it does not have the same status as the order confirmation.

MCH can offer certain Participation Packages only in a limited amount. In this case, the orders will be processed chronologically according to when they were received (timestamp), and until the order is confirmed by MCH, it will be considered subject to condition precedent. The ordering of Participation Packages that are limited in number does not create a right for the Participant to benefit from the ordered services. If the limited number has already been reached upon submission of the order, the Participant will be informed accordingly. Any rights assigned to the Participant from an earlier order confirmation from MCH with which the Participant received confirmation of a Participation Package that is limited in number cannot be considered again when placing an order for such a Participation Package in order for the Participant to receive an order confirmation.

In addition to ordering a Participation Package, the Participant must subsequently register as a Community Member of the MCH Community Platform otherwise the Participant will not be able to benefit either at all or fully from the benefits and rights of the Participation Package. By no later than the time of registering, the Participant must

acknowledge that the Terms and Conditions of Use for Community Platforms of MCH, in the respective valid version, are binding for the Participant. These are accepted by placing a check mark in the identified part of the registration form. Without this acceptance, registration cannot be completed.

## 2 Contract conclusion and term

Once all conditions for the conclusion of the contract are fulfilled, MCH will send the person placing the order an order confirmation in written form (letter, email or fax). The user agreement will become effective at the time of receipt of this order confirmation by the Participant. Up to this point in time, the Participant can withdraw its order free of charge. Registering as a Community Member only after receipt of the order confirmation will not otherwise hinder the conclusion of the contract.

MCH may decline to provide the order confirmation to the Participant, if (i) the Participant is in debt to MCH, (ii) its conduct so far was harmful to the business or reputation of MCH or led to justified complaints against MCH, (iii) the Participant has repeatedly breached or been in gross breach of contractual duties in the past, or (iv) the Participant has jeopardised or impeded the proper provision of the digital services of MCH. It may withdraw its order confirmation if it subsequently becomes evident that the Participant has placed an order using false information.

Should the content of the order confirmation differ from the content of the Participant's order, the contract will become valid in accordance with the MCH order confirmation, unless the Participant withdraws in writing (letter, email or fax) within 14 days of receipt of the order confirmation.

If the Participant has opted for the electronic provision of the order confirmation in the form, the order confirmation addressed to it will be sent via email with a PDF attachment, in an unencrypted form, to the email address provided by the Participant. In this case, the order confirmation will be considered received if the email reached an area under the control (email account with the internet provider) of the Participant or the invoice recipient it has appointed. The Participant must regularly check its incoming mail and ensure that emails from MCH can always be received.

The term of a Participation Package is time-limited and ends upon expiry without the need for notice; any deviating agreement between MCH and the Community Member (e.g. to automatically extend the Participation Package) is only permitted in written form. The right to exclude the Participant is explicitly reserved. After receipt of the order confirmation, the Participant can neither withdraw from the user agreement nor cancel it.

The term of a Participation Package is based on the order form and the information on the MCH website.

### 3 Content and scope, and use of the Community Platform

The content and scope of a Participation Package is based on the orderform or the information on the MCH website. The Platform may be open for use by an undetermined group of users for use, or reserved for a very specific group of users (closed group).

Without the written consent of MCH, the Participant may not transfer its benefits and rights from the Participant Package, arising from the order confirmation, to a third party, either in whole or in part. The Participant is also forbidden from unilaterally changing the scope and content of its Participation Package, or exchanging individual components thereof for the components of another Participation Package.

The Participant accepts that the benefits and rights of a Participation Package are granted to it only within the framework of the respective applicable legal provisions at the time of use of the Platform or the use of the benefits and rights, and that they are subject to the Terms and Conditions of Use of MCH and, if applicable, those of third-party providers (e.g. Twitter, Facebook and Instagram).

MCH does not warrant that the Participant will be able to use the platform at all times without disruption. Technical disruptions must be reported to MCH as quickly as possible after their discovery. MCH will endeavour to rectify the disruption within 12 hours.

### 4 Duties of cooperation

The Participant must transfer to MCH all information, content and documents (e.g. logos, texts and links - hereinafter referred to jointly as "Material") in the necessary media (e.g. audio, video etc.) and generally to perform all duties of cooperation (hereinafter referred to jointly as "Duties of Cooperation") that are necessary for the timely and correct fulfilment of MCH's duties towards the Participant. MCH will communicate to the Participant the dates and deadlines to be observed, and the form (e.g. max. number of characters, font and font size, resolution etc.) to the Participant, either in text form (letter, email or fax) or via the Platform. The Participant may not assert any claims against MCH which can be traced back to non-observance of dates, deadlines and/or the form by the Participant and its agents.

The Participant understands and acknowledges that the Platform will be used by different users and that as the provider of this Platform, MCH must also fulfil duties towards these users. The contractual performance of its duties is therefore crucially dependent on the contractual performance of the Duties of Cooperation of the Participant, and only if they are performed will the users be able to benefit from the full services of the Platform. MCH reserves the right to assert any claim against the Participant which can be traced back to the non-performance, poor performance or late performance (hereinafter referred to jointly as "Service Disruption") of one of its Duties of Cooperation. If a claim is asserted against MCH by a third party (e.g. a user of the Platform or a third party) due to Service Disruption by the Participant, MCH may claim damages from the Participant as direct damages, and the Participant must reimburse the losses to MCH in full.

Upon ordering the Participation Package, the Participant must safeguard and promote the reputation of the Platform, and actively promote the Platform to its own target groups (hereinafter referred to as "Promotion"). For the Promotion, the Participant will use its own communication channels (analogue and digital), amongst others.

### 5 Intellectual property rights

Unless otherwise agreed between the Participant and MCH in writing, the Community Member may only use the word and design marks of MCH for the purposes of the Promotion of the Platform for the duration of the Participation Package, free of charge, in accordance with the specifications of MCH (in particular in relation to the corporate identity/corporate design regulations of MCH). In the case of doubt, MCH must be consulted, and before using its word and design marks.

The Participant will allow MCH to use its word and design marks (in particular the company name and logo) and its material, for the duration of the Participation Package, free of charge, for the fulfilment of

its duties resulting from the Performance Package. In addition, the Participant grants MCH a global and non-exclusive right for its material, unrestricted in time, to use this content beyond the term, for MCH's marketing purposes, in particular to promote the Platform. Any use outside of this scope requires prior agreement with MCH and the Participant in text form (letter, email or fax).

The Participant will transfer its word and design marks, and its material, for upload and publication of the same on the Platform, and for distribution via the different communication channels of MCH (e.g. newsletter and social media).

The Participant warrants that the material transferred to MCH (i) is true, correct and up to date in terms of content, (ii) does not infringe any rights, in particular copyrights, personality rights, trademark rights or design rights, of third parties, and does not violate any contractual obligations towards third parties (e.g. non-disclosure obligations), (iii) does not violate any competition law or other legal provisions, and (iv) complies with the Terms and Conditions of Use of MCH and/or those of third parties, if applicable.

The Participant will ensure that it obtains and documents all necessary consent it requires for the creation, publication and storage of material, in particular the statements and opinions of persons (e.g. employees) contained therein in text, audio and/or images, and recordings of persons (e.g. in photos and videos) and their voices, by MCH and its agents, so that MCH can comply with its duties from the Participation Package, in compliance with the contract and the law. This consent must be presented to MCH upon request. The consent must be presented at the time of transfer of the material to MCH.

### 6 Liability and insurance

#### 6.1 Liability and insurance of the Participant

The Participant is liable towards MCH for any damage it causes intentionally or negligently. The liability includes any fault, in particular simple cases of carelessness. Any act or omission by its agents will be attributed to the Participant, as though it were its own.

The Participant will immediately fully indemnify MCH from all claims that a third party (e.g. a user) asserts against MCH due to an act or omission by the Participant or one of its agents. MCH will notify the Participant of claims that a third party asserts against MCH.

The Participant must, at its own expense, take out a liability insurance for personal injuries, material damage and pure financial losses, with sufficient cover, and maintain the policy for the entire term of the contract. MCH may request at any time that the Participant present suitable evidence of insurance.

#### 6.2 Liability and warranty of MCH

MCH is only liable towards the Participant for the direct losses the Participant suffers caused by MCH due to gross negligence or intent, up to the price charged for the Participation Package, provided that the liability has not been waived. Any act or omission by its agents will be attributed to MCH, as though it were its own.

The liability of MCH for simple cases of carelessness, and for direct and indirect losses (e.g. for loss of earnings) is explicitly waived.

### 7 Payment terms

#### 7.1 Invoicing and refusal of service

All Participation Packages are chargeable. The prices are based on the order form and the information on the MCH website. All prices are exclusive of Swiss value added tax, unless otherwise stated.

Upon confirmation of the order, MCH will invoice the price of the Participation Package to the Participant. The invoice must be paid within 30 days of receipt by means of bank transfer. Should the Participant fail to pay the invoiced amount, or does not pay in full, by the payment deadline, MCH will grant the Participant a one-time grace period of 10 days, in writing.

Should the Participant also fail to pay within the granted grace period, MCH is free to choose whether it wishes to (i) continue to perform the contract and demand compensation due to delay, or (ii) decline to

perform the contract and demand compensation due to the losses caused by non-performance.

The Participant cannot prevent MCH from performing its duties from the Participation Package while the Participant has not paid its invoice in full. Losses and damage arising to the Participant due to the failure to pay, or untimely payment, of the invoice, must be borne by the Participant itself.

Failure by the Participant to use all benefits and rights of a Participation Package it is granted does not give it the right to ask for a price reduction, compensation or pro-rata reimbursement by MCH of payments already made.

## 7.2 Electronic invoicing

If the Participant has selected electronic invoicing in the order, the invoice addressed to it will be sent via email with a PDF attachment, in an unencrypted form, to the email address provided by the Participant in the order. The invoice will be considered received if the email reached an area under the control (email account with the internet provider) of the Participant or the invoice recipient it has appointed. The Participant must regularly check its incoming electronic mail and ensure that emails from MCH can always be received.

## 8 Exclusion

Should the Community Member be in gross breach of its duties from the user agreement, these GTC and/or the Terms and Conditions of Use of MCH and, despite written warning by MCH, no improvement occurs within a deadline set by MCH, MCH may exclude the Participant from the use of the Platform and its benefits and rights from the Participation Package, with immediate effect.

In the event of an exclusion, the user agreement will end at the time of the exclusion. Exclusion by MCH must be made in written form.

The excluded Participant will have no entitlement to reimbursement of any payment it has made. The excluded Participant will have no entitlement to compensation for or reimbursement of expenses from MCH.

## 9 General provisions

As well as these GTC, the Terms and Conditions of Use of MCH form part of the user agreement.

In the event of a dispute, the following order of precedence applies: (1) The provisions of the user agreement take precedence over the GTC and the Terms and Conditions of Use; (2) the provisions of these GTC take precedence over the provisions of the Terms and Conditions of Use, even if a clause to the contrary has been agreed in the Terms and Conditions of Use.

These GTC are also available in German, French and English. In the event of a dispute or differences of opinion between MCH and the Participant, only the German version is applicable.

Should a provision be inapplicable or invalid, it will not result in the nullity or invalidity of any of the remaining provisions. Agreements contrary to these GTC must be made in writing to be valid.

The transfer of the user agreement in whole or in part, and the assignment of receivables or other rights from the user agreement, to another legal or natural person by the Participant is only permitted with the prior written consent of MCH. The Participant authorises MCH to transfer the user agreement, with all rights and duties, to another group company of MCH Group, without requiring permission from the Participant to do so.

## 10 Applicable law and place of jurisdiction

**Only Swiss substantive law applies to the user agreement and these GTC. The provisions contained herein on private international law and the provisions of the United Nations Convention on Contracts for the International Sale of Goods**

**(CISG) are excluded. The place of jurisdiction is Basel, Switzerland. However, MCH may also assert its claims at the court of the place where the Participant's head office is located.**

## Privacy notice

The applicable privacy notice of MCH Group with further information on the processing of personal data in accordance with data privacy legislation, including the processing for commercial purposes and transfer to subsidiary companies and official partners of MCH, and the rights of the Participant, can be found at the following link: <https://www.mch-group.com/datenschutz>.

## MCH Messe Schweiz (Basel) AG

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