

Terms and Conditions of Use

(Version: May 2021)

1. Scope of application

The subject of these Terms and Conditions of Use is the relationship between a group company of MCH Group (in particular MCH Messe Schweiz [Basel] AG, MCH Messe Schweiz [Zürich] AG, and MCH Beaulieu Lausanne SA – each hereinafter referred to individually as the “Provider”) and the users (hereinafter referred to as “Community Members” or “Users”) of the digital Community Platform (hereinafter referred to as the “Community”) of the Provider. Any company of the MCH Group of which MCH Group AG directly or indirectly possesses more than 50% of the capital or the voting rights is considered a group company.

The Terms and Conditions of Use are binding on all Community Members that register for use of the Community. By registering, the Community Member automatically accepts these Terms and Conditions of Use and also that these Terms and Conditions of Use will become an integral part of the contract between the Community Member and the Provider which operates the Platform.

2. Scope of use

In this Community, both the Provider and the Community Member may publish content in the Community, namely that of a commercial nature, in the formats specified by the Provider, which could be of interest to the other Users of the Community, and the Users may also consume content or certain content of the Community. However, the automated accessing of content and its distribution in other systems is only permitted with the prior written consent of the Provider. In addition, the Community Members may via certain features come into contact with other Community Members, as well as the other Users of the Platform, and interact with the Provider.

3. Registration in the Community

Users of the Community need to be registered as a Community Member. A Community Member is only registered when all the details for a user account have been entered (hereinafter referred to as “Profile”) and the Member has supplied the following personal data: salutation, surname, first name and email address. A company may create its own exhibitor profile for its business. One or more administrators must be assigned to administer this exhibitor profile. Only those who are registered on the Platform as a Community Member with their own profile can be assigned as administrators. If it wishes, the Community Member can supplement its profile with a telephone number, a photograph and information on its current employer. With the exception of the email address and telephone number, the Profile can be seen by other Community Members who are logged into the Community.

The Community Member declares its acceptance that upon registering for and using the Community, the above-mentioned personal data and IP address will be disclosed to the Provider and recorded in a central database, and processed either by the Provider or by the company affiliated with the Provider. The current privacy notice of the MCH Group with

further information about 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 Exhibitor, can be found at the following link: <https://www.mch-group.com/datenschutz>. Personal data stored in the Profile to third parties, not including group companies of the MCH Group, may only be transferred with the consent of the Community Member, or if the Community Member itself makes the transfer of personal data stored in the Profile, by using a feature in the Community.

Only a natural person over the age of 18 years, fully capable of acting, may register as a Community Member. It is also permitted for people under the age of 18 to register as a User on a platform of the Provider with a target group of Users under the age of 18 if it is explicitly stated on the platform. In such cases, the consent of the legal representative is required.

When registering, the true and correct details of the person must be provided, and the respective details entered in the Profile must be kept up to date for the entire term of use of the platform. It is not permitted to provide incorrect or false information, or use a pseudonym. In the event of a breach of this obligation, the Provider may block the Profile of the Community Member without the person concerned being entitled to lodging a claim against the provider as a result.

The Community Member must use its login credentials (in particular password) in accordance with the contract, and not to make it accessible to any third party without the written consent of the Provider. The User is responsible for protecting its login credentials. The automated creation of electronic accounts is not permitted.

When initially registering in the Community, the Provider must use single sign-on. The Community Member will therefore be able to register for other services and products of a group company of the MCH Group after a one-time registration, with the same login credentials, without the Community Member having to perform a separate registration process in order to do so. The Community Member will therefore have a comprehensive user account that can be recognised and verified by online services that the Community Member wishes to use. Upon logging in to a platform of the Provider or a contractual partner of the Provider, which is linked to the system, a data transfer will take place (salutation, first name, surname, email address and IP address).

4. Services of the Provider

The content and scope of the Platform functions provided to the Community Member for the term of use (e.g. an agreed term) are determined in accordance with the respective form of use (free or paid use of features), according to a contract concluded between the parties, which includes the Community as a subject of performance of the Provider, as well as its Terms and Conditions of Use.

The Provider reserves the right to amend its services during the term of use, and specifically to modify the features of the Community and its use (in particular to improve and expand them). The Community Member has no right to be granted the use of an entirely specific use of the Community and its features by the Provider. The Community will be provided to the Community Member on an “as is” and “as available” basis. The Provider hereby makes no assurances and accepts no warranty, neither explicitly nor

implicitly, regarding the features of the Community, be it on the basis of contractual or tort law, or any other legal basis which results from or is associated with the use of the Community and its features.

The Provider will endeavour to make the Community as fully available as possible. However, the Community Member is not entitled to the continuous and uninterrupted use of the Community. The Provider may interrupt or limit access to the Community or individual features, in particular to carry out maintenance work, without this according any entitlements to the Community Member, including compensation and reimbursement of expenses from the Provider.

5. Features of the Community

The Community Member agrees that the Community Member's personal data provided as part of the registration can be viewed by other Community Members that are currently logged into the Community. The "Profile" button or a symbol shows the Community Member whether or not it is logged in. However, the Community Member may activate a private mode ("NAME") at any time in its profile settings if it does not wish other Community Members to be shown its personal data. However, if private mode is activated, the Community Member may be excluded from the use of certain features of the Community.

The Community Member may contact and communicate with other Community Members and the Provider via unencrypted text messages in the Community. If communication takes place with a company registered on the Platform, its name and email address in accordance with the Profile will be disclosed to the recipient of such text messages. The content of a text message can only be read by the sender and its recipient. It is not public and will not be read by the Provider, unless the Provider is the sender or recipient of the text message. The Community also has a comments feature. The use of this comments feature is restricted to Community Members and the Provider. The content of the comments is public and may be read by any visitor to the website of the Provider.

A Community Member may send an appointment request to another Community Member via the feature for this purpose in the Community. In doing so, the requesting Community Member will also be sending the recipient, in an unencrypted manner, the telephone number and email address as recorded in the Profile, in addition to its name.

The Community allows registered companies to promote events. If the Community Member registers for an event of a company as a visitor, via the feature provided in the Community for this purpose, upon registration the profile data (salutation, first name, surname, email address and IP address, and telephone number) will be sent to the organiser for the purpose of processing the registration.

6. Community Packages for different user groups

The Provider may reserve access to certain features of the Community for certain user groups, or provide features with different designs for different user groups. In particular, the Provider may reserve from the Provider beforehand for a fee the use of certain features of the Community for Users that have obtained the appropriate Community Package with a specific term. However, not every platform of a provider recognises these types of paid Community Packages, and therefore their provision is not mandatory. The party concerned, whose access or use of functions of the Community is restricted, will not be granted any entitlements from the Provider if such restrictions exist.

The Community Package may only be purchased within the scope of a contract, e.g. in connection with an exhibition of MCH Group, or online via the online shop of MCH Group. The Community Package may have a different name. In the event of payment delay on the part of the User, the Provider is entitled to stop providing the features. The Provider explicitly reserves the right to assert any claims for compensation against the User.

7. Copyright and other intellectual rights

All rights, titles and claims (including copyrights, brands, patents and other rights to intellectual ownership and other rights) to, for and from all other content (including all text, data, graphics and logos) in the Community will remain those of the Provider or the respective right holder.

The Community Member is prohibited from changing, copying, sending, forwarding, presenting, demonstrating, reproducing, publishing, licensing, using as a frame in a website, or transferring in whole or in part any information, text, graphics, images, videos, directories, databases, lists or software that originates from the Community, generating work derived from the content thereof, or using it in other ways for commercial or public purposes without the prior written consent of the respective holder of the rights. Without the written consent of the Provider, the systematic accessing of content from the Community (either via robots or spiders, or in an automated or manual way) in order to compile a collection, database or directory, or to create a link to the Community, directly or indirectly, is prohibited.

8. Guidelines for the publication of self-created content

The Community Member is responsible for ensuring that all content it publishes in the Community or via a feature of the Community, regardless of whether it has created the content itself or not, is compliant with the respective applicable law, true, correct and up to date, and does not violate rights of third parties. Content which, after its publication, violates applicable law, is or becomes untrue, incorrect or out of date, or violates rights of third parties, must be promptly removed from the Community or forwarded to the Provider for removal.

The Community Member is prohibited from publishing content with unlawful or indecent statements, namely statements which are offensive, defamatory, damaging to a reputation or business, pornographic or racist, as well as calls for violence or other such crimes in the Community, or misusing the Community and its features for such content. In the event of a violation, the Community Member will be excluded from the Community, and such an exclusion will not grant any entitlements against the Provider, specifically entitlements to compensation or reimbursement of expenses.

The Community Member grants the Provider an indefinite, global and non-exclusive right to use the Community Member's content, published in the Community, for its own marketing purposes, in particular to promote the Community.

9. Deletion of a User's account and exclusion from the Community

The Community Member may delete its profile at any time via the feature for this purpose. Alternatively, a Community Member may have its profile deleted by the Provider by sending the Provider an email with instructions to that effect to the email address provided in the legal notice. The deletion will result in the deletion of all the Community Member's profile data. If the Community Member is no longer set as an administrator of an exhibitor profile, the exhibitor profile will also be deleted by the Provider. The

content published by the Community Member will remain stored in the Community, if the Community Member does not remove it itself before requesting deletion of the profile.

Should a Community Member fail to conduct itself in line with and in the spirit of the Community, or act in a manner contrary to these Terms and Conditions of Use, the Provider may, in serious cases, exclude the Community Member from the Community, without this granting any entitlements to the Community Member, including compensation and reimbursement of expenses from the Provider. In particular, the publication of content with unlawful and indecent statements is considered a serious breach of these Terms and Conditions of Use.

10. Security

The internet is a universally accessible medium. The Community Member must not share content with confidential information via the Community and its features with other Users, even if access to the Community is limited. The Provider will endeavour to ensure a high level of security and protection of the data; however, it cannot exclude the possibility of unauthorised parties accessing the Community and its content.

11. Liability

The Provider is only liable for losses caused directly to the User through the use of the Platform if grossly negligent or wilful conduct on the Provider's part can be proven. To the extent legally permissible, the liability of the Provider is limited in any case to the amount invoiced to the User. Any liability for indirect losses (e.g. loss of earnings) and consequential losses is explicitly excluded.

The Provider is not liable for faulty technology or losses caused by computer viruses, spyware and/or other harmful computer programs (malware). In addition, the Provider is not liable for the consequences of interruptions to operations that are caused by disruption of any type, or which takes place in order to rectify disruption, for maintenance work or to introduce of new technology. In addition, the Provider does not accept any liability for losses caused by the provision or unavailability of the Community itself or individual features.

The content published by the Provider in the Community has been created with the utmost care. Nevertheless, no warranty can be given as to its correctness, completeness or up-to-dateness. The Provider rejects any liability in this regard. Such content is used by the Community Member at its own risk. The information provided in the content of the Provider may also come from third parties. The Provider and its agents do not warrant the correctness, completeness or up-to-dateness of this content. The Provider rejects any liability in this regard.

The Community contains content of the Community Member and other Users, and links to websites of the Community Member and other Users. The Provider has and accepts no control over this content or these websites. It does not check them, and it accepts absolutely no responsibility for and provides no warranty for this content and websites, and provides absolutely no assurances in this regard. This includes the correctness, content, quality and up-to-dateness, amongst other aspects. The Provider is not liable for the content and websites of the Community Member or other Users of the Community. Should content of a Community Member violate these Terms and Conditions of Use, the Provider requests the Community Member to report this violation to the Provider.

The Community Member is fully liable towards the Provider, other Users of the Community and any third parties for all direct and indirect losses that occurs in connection with the use of the Community and the breaching of these Terms and Conditions of Use. The Community Member is liable for any fault (including simple cases of carelessness). The Community Member must immediately and fully indemnify the Provider from all claims of another Community Member or a third party that the other Community Member or third party asserts against the Provider in connection with the publication of content or use of the Community.

12. Conclusion, term and termination of the contract

The contract between the Provider and the User regarding the use of the Community will only become effective upon the creation of the Profile as a Community Member, unless the parties have agreed otherwise. There is no entitlement to the conclusion of a contract.

If the parties have not agreed otherwise regarding the term of the Community Package, the following rule applies: The User and MCH may terminate the Community Package at any time with a notice period of at least three (3) months prior to the end of the term. Termination must be made in writing or via the feature provided in the Community for this purpose. The termination does not have to be justified. If no party terminates the Community Package before the end of the term, it will be automatically extended, in each case by a further term of the same length. With each extension, MCH may charge the Community Member the price for the Community Package.

13. Final provisions

a. Applicable law and place of jurisdiction

Only Swiss substantive law applies to all legal relationships between the Provider and the Community Member, with its provisions on international civil law excluded. In the event of disputes resulting from these Terms and Conditions of Use, the sole place of jurisdiction is the location of the Provider's head office, subject to other mandatory places of jurisdiction.

b. Partial invalidity

Should individual provisions of these Terms and Conditions of Use be or become invalid, it will not affect the validity of the remaining provisions. The invalid provision must be replaced by a new provision, the economic and legal effect of which must come as close as possible to that of the invalid provision.

c. Amendments

The Provider explicitly reserves the right to amend these Terms and Conditions of Use at any time. If such amendments are made, the Provider will publish them promptly on the Platform. It is the User's responsibility to read the current applicable version of the Terms and Conditions of Use for the Platform.

d. Translations

These Terms and Conditions of Use are available in German and French. In the event of a dispute or differences of opinion between the Provider and the User, only the German version applies.