

General Terms and Conditions of Mesago Messe Frankfurt GmbH for short presentations at the digital EMV warm-up event

1. General

(1) These General Terms and Conditions of Mesago Messe Frankfurt GmbH (hereinafter: Mesago) apply with regard to the EMV warm-up event participation packages. By placing an order for a participation package, the third party (hereinafter: Customer) acknowledges the validity of these General Terms and Conditions.

(2) These General Terms and Conditions apply exclusively. Any terms and conditions of the customer that conflict with or diverge from these General Terms and Conditions shall not be recognized unless Mesago has expressly confirmed its acceptance in writing.

2. Ordering / Conclusion of contract

(1) Information in EMV warm-up event information brochure, any other service descriptions or comparable documents provided by Mesago shall not constitute a binding offer by Mesago.

(2) The customer's order is placed via the booking form for the EMV warm-up event.

(3) The contract between the customer and Mesago will not come into effect until the customer receives an order confirmation by Mesago. Mesago is free to accept the order.

(4) Subsequent verbal agreements and changes to the order are not legally binding until expressly confirmed by Mesago in text form.

3. Prices, Terms of Payment

(1) Unless otherwise agreed or stated, the prices quoted by Mesago are net prices in euros. The applicable statutory value added tax shall be added.

(2) Invoices issued by Mesago are due for payment immediately from the invoice date.

(3) The customer is only entitled to set off undisputed or legally established claims against Mesago. This shall also apply in commercial transactions. The customer shall only be entitled to the right of retention according to § 273 BGB (German Civil Code) insofar as the counterclaim originates from the same contractual relationship. In business transactions with merchants, §§ 273, 320 BGB, 369 HGB shall not apply.

4. Data to Be Transmitted by the Customer

(1) Short presentations at the digital EMV warm-up event must be thematically related to the EMV trade fair. Deviating topics or topics that compete with the services or events of Mesago or companies affiliated with Mesago require prior approval by Mesago.

(2) The data / content to be submitted by the customer for the execution of the contract (such as texts, logos, images) must be transmitted to Mesago no later than two weeks prior to the agreed publication of the EMV warm-up event contribution in order to be placed online in due time. If the customer does not provide the required data / content in time, the customer loses its right to publication on the agreed date. In this case, the customer shall nevertheless remain obligated to pay the agreed amount. Mesago will make every effort to put data / content that has been submitted late online as soon as possible.

(3) Mesago reserves the right to refuse the publication of data / content due to its technical form as well as for factually justified reasons, in particular if, in Mesago's due discretion, the content violates laws, official regulations or morality or if its publication is unreasonable for Mesago. In doing so, Mesago shall take into account not only the content but also the overall visual appearance of the content from a qualitative and aesthetic point of view. The customer shall be informed immediately of the rejection of the publication.

(4) The customer shall inform Mesago in writing in good time of any changes to the data / content to be transmitted by the customer in order to enable technical implementation. The additional costs arising from the changes shall be borne by the customer.

(5) The customer is responsible for the correctness, completeness and legal admissibility of all information provided and data / content transmitted to Mesago. The use of third parties' data / content requires their consent and shall be deemed to have been obtained by the customer before placing an order with Mesago. Should the rights of third parties, in particular copyrights, trademark rights or competition rights, be violated by the execution of his order, the customer bears sole liability. This shall also apply with regard to rights to Internet domains as well as to contents and designs of homepages and websites. In this context, the customer shall indemnify Mesago against all claims of third parties due to such an infringement of rights. The indemnification also includes the reimbursement of costs incurred by Mesago due to a legal prosecution / defense.

(6) In order to ensure a uniform typeface, Mesago makes the final decision on questions of design (text layout, font, size, graphics). Placement requests can only be taken into account if this is possible for technical system reasons.

5. Contribution for the digital EMV warm-up event

By concluding a contract for a short presentations, the customer undertakes to give a presentation at the digital EMV warm-up event. This presentation will be broadcasted as part of the digital event, recorded and then published as a video contribution on e-emv.com. The customer hereby explicitly agrees to the aforementioned transmission, recording and publication. For the content and the data to be transmitted, the provisions stated in item 4 shall apply accordingly.

6. Duration of the publication of content / contributions

The content / contributions of the customer will be published on the website e-emv.com until EMV exhibition, irrespective of the participation package that is the subject of the contract.

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7. Discontinuation of Services due to infringement of rights

(1) If Mesago is informed of a possible infringement of rights due to or in connection with the content submitted by the customer and thus its presentation at EMV warm-up event, Mesago will examine this. If, after legal examination of the factual and legal situation, Mesago comes to the conclusion that a violation of rights exists, Mesago may discontinue all affected services and block the customer's content in the affected media. This shall not constitute a price reduction or reimbursement of costs in favor of the customer; claims for damages by the customer shall be excluded in accordance with clause 12. The same shall apply if Mesago is informed by a court decision of a violation of rights in the data of the customer.

(2) If a court subsequently comes to a different conclusion than Mesago in the context of the examination carried out or if a court decision regarding an infringement of the rights of the customer is annulled by a subsequent court decision, the customer shall not be entitled to any claim for price reduction, reimbursement of costs or damages against Mesago, also in accordance with clause 12.

8. Cancellation, Withdrawal

(1) The customer shall not be entitled to cancel the order. If the customer nevertheless cancel or restricts orders already placed without a contractual or legal right of cancellation, rescission or revocation, Mesago shall be entitled to demand a lump-sum compensation of 100 % of the order amount. The customer shall be allowed to prove that no damage was incurred at all or that the damage was significantly lower than the lump sum.

(2) Mesago reserves the right to withdraw from the contract if the data / content transmitted by the customer violates laws, official regulations, rights of third parties or public morality in Mesago's due discretion, if the publication is unreasonable for Mesago or if the customer is in default with a due payment for previous or current orders.

(3) Mesago may also withdraw from the contract if the data / content transmitted by the customer contains references to products or services that compete with the service offers of Mesago or companies affiliated with Mesago.

9. Reservation, Force majeure

(1) Mesago is entitled to postpone, shorten, completely or partially close or cancel the EMV warm-up event in the event of a compelling reason for which Mesago is not responsible (e.g. industrial dispute, official or legal order) or force majeure (e.g. extreme weather conditions, catastrophes, war, terrorist threat, fire, danger to the life or health of the participants) or to make reasonable changes to the content taking into account the interests of the participants. This right exists with respect to the entire event as well as with respect to its components. The remuneration to be paid by the customer shall then be adjusted accordingly, if necessary, or shall not apply at all in the event of a complete cancellation.

(2) If, based on Mesago's experience, it becomes apparent that the event cannot have the desired success for the participants and/or the speakers due to a lack of participation, Mesago may cancel the event. The corresponding declaration must be received by the customer no later than four days before the planned event. In the event of cancellation in due time, Mesago shall neither be liable for expenses nor for damages.

10 Warranty

(1) Obvious defects must be reported to Mesago within 30 days, immediately in the case of registered traders. Defects that become apparent later must be reported immediately. Late notifications of defects shall not be considered by Mesago; the service shall then be deemed to have been approved.

(2) In the case of justified complaints in the online media, the customer may first demand subsequent performance from Mesago. In cases of delayed, omitted or unsuccessful subsequent performance, the customer may withdraw from the contract or demand a reduction. Claims for damages shall only exist in accordance with clause 12.

11. Liability

(1) All claims for damages by the customer against Mesago are categorically excluded. However, the limitation of liability shall not apply (i) in case of culpable injury to life, body or health by Mesago or one of its employees, staff, representatives or other vicarious agents, (ii) if intentional or grossly negligent behavior by Mesago or one of its employees, staff, representatives or other vicarious agents is the basis for the claim for damages, (iii) in the event of a breach of a warranty granted by Mesago, (iv) if Mesago negligently breaches an essential contractual obligation (essential contractual obligations are those which enable fulfilment of the orderly performance of the contract and on the performance of which the customer regularly relies and may rely), or (v) in the event of a mandatory statutory liability, for example under the German Product Liability Act. If Mesago or one of its employees, representatives or other vicarious agents negligently breaches an essential contractual obligation, Mesago's liability shall be limited to the foreseeable damage typical for the contract.

(2) The above provisions do not imply any change in the burden of proof to the disadvantage of the customer and do not exclude any claims expressly granted in these General Terms and Conditions.

(3) Insofar as Mesago's liability is excluded or limited according to the above, this shall also apply to the personal liability of its employees, representatives or other vicarious agents.

12 Limitation of rights due to defects

Customer claims due to defects shall become statute-barred within one year from the statutory commencement of the limitation period. This shall not apply to the limitation of claims pursuant to Clause 12, Paragraph 1 (i).

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13. Place of Performance and Jurisdiction, German Law, Severability Clause

(1) Place of performance and place of jurisdiction shall be Stuttgart if the customer is a merchant or a legal entity under public law or holder of a special fund under public law. Mesago shall also be entitled to assert claims at the court having jurisdiction for the registered office of the customer. Any exclusive place of jurisdiction shall remain unaffected thereby.

(2) German law shall apply exclusively.

(3) Should individual provisions of these terms and conditions be invalid, this shall not affect the validity of the remaining provisions. The contracting parties undertake to agree on other effective provisions in place of the ineffective provisions which correspond to the economic purpose of the ineffective provisions.

(As of: March 2022)