

31<sup>st</sup> of August 2019

# General Terms and Conditions



**For the Usage of congreot**

## For Attendees

### Preamble

By entering personal data in the form for the collection of the participant profile at congreect GmbH (subsequently referred to as "congreect"), you as a participant (subsequently referred to as "participant") of an event ("event") or an online network ("community") accept the following General Terms and Conditions for the use of congreect by participants ("GTC"). congreect makes its service available under various top-level domains, as well as under various sub-domains, aliases of these domains and as a mobile app with access to these domains (collectively "congreect websites"). These GTCs govern the contractual relationship between the participant and congreect, regardless of which of the congreect websites the participant has entered his or her data on or logged on to. The offer is directed exclusively at natural persons and legal entities with legal capacity.

### 1. Subject

1.1 congreect offers an internet-based matchmaking and communication solution ("matchmaking") to enable participants to be referred as potential dialogue partners at an event or in a community and to make contact.

1.2 The participant will receive an invitation to participate via email ("initial email") from the organizer. Using the hyperlink contained in the initial email, the participant can activate/access his or her profile and add personal data. Alternatively, the organizer can provide an invitation key and the participant can enter his or her own data.

1.3 Participation in the matchmaking to other participants is only possible if the participant has completed his or her personal data on the congreect website.

1.4 By adding personal data on the congreect website, the participant authorizes the operator of the congreect website to use the data provided by the organizer (usually: first name, last name, email address), as well as the data collected by the participant for the intended purpose.

The appropriate use of the data includes the following points:

- 1.4.1 Comparison of data with data from other participants - matchmaking
- 1.4.2 Display of the released data for other participants
- 1.4.3 Contact via the congreect website by other participants
- 1.4.4 Statistics for the organizer

1.5 The data entered and completed by the participant after the initial email on the congreect website will be made available by the participant exclusively to the operator of the congreect website and the organizer for the purpose of the intended use. The same applies if the participant has entered his or her data himself or herself using an invitation key.

1.6 The participant has the right and the possibilities to view, change or delete his or her data at any time. By deleting the data, the participant revokes the rights of the operators of the congreect website to use the data for personal purposes. The data may, however, be used by congreect for statistical purposes and without personal reference, for the optimization and expansion of the service.

## 2. Liability and warranty

2.1 congreet shall have unlimited liability for damages resulting from injury to life, body or health caused by a failure of congreet, a legal representative or vicarious agent of congreet, as well as for damages caused by the absence of a quality guaranteed by congreet.

2.2 congreet shall have unlimited liability for damages caused by congreet or one of its legal representatives or vicarious agents intentionally or through gross negligence.

2.3 In the event of a breach of essential contractual obligations caused by slight negligence, congreet shall be liable, except in the cases of clause 2.1. and clause 2.4. Essential contractual obligations are abstractly such obligations, the fulfilment of which makes the proper execution of a contract possible in the first place and on the observance of which the parties to the contract may regularly rely.

2.4 Liability under the product liability law remains unaffected.

2.5 The limitation period for claims for damages against congreet is one year, except in the cases of clauses 2.1, 2.2 or 2.4.

## 3. Data use and data protection

3.1 By registering with congreet, the participant agrees to the regulations below regarding the use of his or her personal information.

3.2 congreet collects, uses and analyzes personal information of the participant in various ways at different locations on its own websites, as well as at other services provided by congreet and its partners, in order to enable the internet services to function properly and to offer users a better service. This information is generated by the user's input, as well as by the use of the services offered. The user agrees that his or her personal data may be stored in electronic form.

3.3 If an interested party accesses the services of congreet, its data will be stored anonymously by means of a cookie. These cookies do not contain any personal data of the interested party, but are only used to maintain the functions of the website.

## 4. Obligations of conduct and blocking of participant content and accounts

4.1 The participant content may not violate laws, official regulations or morality. In particular, content which is of an insulting or defamatory nature, which violates national and international copyrights, trademark, patent, name and labelling rights as well as other industrial property rights and personal rights of third parties is not permitted.

4.2 The participant is prohibited from carrying out or promoting anti-competitive activities. Unauthorized actions are in particular any collection of personal data, including email addresses of participants and unreasonable harassment (§ 7 UWG), in particular by sending messages.

4.3 congreet or the organizer are entitled to block, delete or otherwise restrict access to participant content and participant accounts in the event of a breach of the duties of conduct in 4.1 and 4.2 or other legal violations.

4.4 If participant content or behaviour of participants is objected to by third parties and the objections are obvious, congreet shall proceed in accordance with paragraph 4.3. In other cases congreet shall give the objected participant the opportunity to comment and clarify the matter. If there is no clarifying solution or if the participant does not respond to the requests within 10 days, congreet will also proceed according to paragraph 4.3.

## 5. Additional Terms

5.1 congreet reserves the right to change these GTC at any time without giving reasons, unless this is not reasonable for the user. congreet shall inform the participant about changes to the GTC in due time. If the participant does not object to the validity of the new GTC within two weeks after notification, the changed GTC shall be deemed to be accepted by the participant. In the notification congreet shall inform the user about his or her right to object and the significance of the objection period.

5.2 Conflicting General Terms and Conditions shall not apply.

5.3 Set-offs by the participant are only permissible with undisputed or legally binding claims. If offsetting by the participant is not permitted, this also applies to any rights of retention of the participant.

5.4 Unless otherwise agreed upon, the user may submit all declarations to congreet by email using the contact form accessible from any of the congreet websites, or send them to congreet by letter. congreet may send statements to the user to the email address the user has provided as the current email address in his or her user profile.

5.5 Should individual provisions of these GTC be or become invalid, the validity of the remaining provisions shall not be affected. The contracting parties undertake to replace an invalid provision with a valid provision that comes as close as possible to the economically intended meaning and purpose of the invalid provision. This applies accordingly in the event of loopholes in the regulations.

5.6 Place of jurisdiction and place of performance is - as far as legally permissible - Munich, Germany.

5.7 German law shall apply to the exclusion of private international law and the UN convention on the international sale of goods, which has been incorporated into German law.

# For Organizers

## Preamble

By creating a user account at congreet GmbH (hereinafter referred to as "congreet"), you (hereinafter referred to as "organizer"), as organizer of an event ("event") or an online network ("community"), accept the following General Terms and Conditions for the use of congreet as Organizer ("GTC"). congreet makes its service available under various top-level domains as well as under various sub-domains, aliases of these domains and as a mobile app with access to these domains (collectively "congreet websites"). These Terms and Conditions govern the contractual relationship between the organizer and congreet, regardless of which of the congreet websites the organizer registers or logs on to. The offer is directed exclusively to natural and legal persons with legal capacity.

## 1. Subject

1.1 congreet offers event organizers an internet-based matchmaking and communication solution ("matchmaking") to provide participants of events or communities with the opportunity to be connected as potential dialogue partners and to establish contact.

1.2 By creating an event or community on the congreet website, the organizer authorizes congreet to send an email to the participants. With this email ("initial email"), the organizer invites the participant to complete his or her participant profile on the congreet website, so that he/she can receive suitable contact suggestions for other participants.

1.3 The organizer commissions congreet to send the initial email to the respective participant. When sending the initial email, congreet shall act exclusively in the sense of processing the data on behalf of the organizer.

1.4 The data entered and completed by the participant after the initial email on the congreet website will be made available to congreet by the participant. The use of the participant's data shall be governed by a separate agreement between congreet and the participant.

1.5 Other emails belonging to the process flow (e.g. reminder email for the initial email or contact suggestions for the participant) are handled according to points 1.2 to 1.4. With the exception of the reminder emails, the participant can configure the email reception and, if necessary, switch it off.

## 2. Prices and terms of payment

For all services and products the published current prices apply. The invoice amount is due immediately upon receipt of the invoice and can be paid with the accepted payment methods. A contract can be cancelled at the end of the respective term. For this purpose, the express request for termination must be received in due time either by email to [info@congreet.com](mailto:info@congreet.com) or by post (Alpenrosenstr. 15, 82377 Penzberg, Germany).

## 3. Liability and warranty

3.1 congreet shall have unlimited liability for damages resulting from injury to life, body or health caused by a violation of duty by congreet, a legal representative or vicarious agent of congreet, as well as for damages caused by the absence of a quality guaranteed by congreet.

3.2 congreet shall have unlimited liability for damages caused by congreet or one of its legal representatives or vicarious agents intentionally or through gross negligence.

3.3 In the event of a breach of essential contractual obligations caused by slight negligence, congreet's liability shall be limited to the amount of the respective order value, except in the cases of clause 3.1. and clause 3.4. Essential contractual obligations are abstractly such obligations, the fulfilment of which makes the proper execution of a contract possible in the first place and on the observance of which the parties to the contract may regularly rely.

3.4 Liability under the product liability law remains unaffected.

3.5 The limitation period for claims for damages against congreet is one year, except in the cases of clauses 3.1, 3.2 or 3.4.

#### 4. Data use and data protection

4.1 By registering with congreet, the organizer agrees to the regulations below regarding the use of his or her personal information.

4.2 congreet collects, uses and analyzes personal information of organizers and participants in various ways at different locations on its own websites, as well as at other services provided by congreet and its partners, in order to enable the Internet services to function properly and to offer users better service. This information is generated by the user's indication as well as by the use of the services offered. The user agrees that his or her personal data may be stored in electronic form.

4.3 If an interested party accesses the services of congreet, his or her data will be stored anonymously by means of a cookie. These cookies do not contain any personal data of the interested party, but are only used to maintain the functions of the website.

4.4 If participants in events or communities deposit data and the organizer has access to this data, the storage or processing of this data outside the congreet websites is only permitted to the extent that all legal provisions, in particular the European GDPR, are complied with. The organizer shall also be obliged to provide information to congreet as part of its obligation to provide information to participants. The scope and framework are described by the legal requirements to which congreet is obligated towards the participants (transitory transfer of all rights and obligations, in particular the duty to provide information).

#### 5. Additional Terms

5.1 congreet reserves the right to change these GTC at any time without giving reasons, unless this is not reasonable for the user. congreet shall notify the organizer of any changes to these GTC in due time. If the organizer does not object to the validity of the new GTC within two weeks after notification, the changed GTC shall be deemed to be accepted by the organizer. In the notification congreet shall inform the user about his or her right to object and the significance of the objection period.

5.2 Conflicting General Terms and Conditions shall not apply.

5.3 Set-offs by the organizer are only permissible with undisputed or legally binding claims. As far as a set-off by the organizer is inadmissible, this also applies to any rights of retention of the organizer.

5.4 Unless otherwise agreed upon, the user may submit all declarations to congreect by email using the contact form accessible from any of the congreect websites, or send them to congreect by letter. congreect may send statements to the user to the email address the user has provided as the current email address in his or her user profile.

5.5 Should individual provisions of these GTC be or become invalid, the validity of the remaining provisions shall not be affected. The contracting parties undertake to replace an invalid provision with a valid provision that comes as close as possible to the economically intended meaning and purpose of the invalid provision. This applies accordingly in the event of loopholes in the regulations.

5.6 Place of jurisdiction and place of performance is - as far as legally permissible – Munich, Germany.

5.7 German law shall apply to the exclusion of private international law and the UN convention on the international sale of goods, which has been incorporated into German law.