

Status 01.01.2023

# General terms and conditions



for the use of congreet

# In the role of the participant

## Preamble

The congruet Event Platform and the congruet Community Platform are products of A4Q Global Services GmbH. By creating a user account on one of the two platforms (hereinafter referred to as "congruet"), you (hereinafter referred to as "organizer"), as organizer of an event ("Event") or an online network ("Community"), accept the following terms and conditions for the use of congruet as organizer ("GTC"). A4Q Global Services GmbH provides congruet under various top-level domains, various subdomains, aliases of these domains and as a mobile app with access to these domains (collectively "congruet website/s"). These GTC govern the contractual relationship between the organizer and A4Q Global Services GmbH, regardless of which of the congruet websites the organizer registers or logs into. The offer is directed exclusively to legally capable natural persons as well as legal entities.

## 1. Subject

1.1 congruet offers an internet-based mediation solution ("mediation") to provide participants with the opportunity to be referred to other participants as potential conversation partners at an event or in a community and to establish contact.

1.2 The participant receives an invitation to participate from the organizer by email ("initial email"). Via the hyperlink contained in the initial email, the participant can activate / call up his profile and add personal data. Alternatively, the organizer can provide an invitation key and the participant can enter his data himself.

1.3 Participation in the mediation to other participants is only possible if the participant has completed his personal data on the congruet website.

1.4 By completing the personal data on the congruet website, the participant authorizes A4Q Global Services GmbH 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.

Appropriate use of data includes, but is not limited to, the following:

- 1.4.1 Matching of data with data from other participants - Mediation
- 1.4.2 Representation of the released data for other Participant
- 1.4.3 Contact via the congruet website by other participants
- 1.4.4 Statistics for the organizer
- 1.4.5 Shipping processing of possible orders in the marketplace

1.5 The data entered and completed by the participant after the initial e-mail on the congruet website will be made available by the participant exclusively to A4Q Global Services GmbH and the organizer for appropriate use. The same applies if the participant has entered his data himself by means of an invitation key.

1.6 The participant has the right and the possibilities to view, change or delete his data at any time. By deleting the data, the participant revokes the rights of A4Q Global Services GmbH to use the data for personal purposes. The data

may, however, be used for statistical purposes and without personal reference, for the optimization and expansion of the service.

## 2. Liability and warranty

2.1 A4Q Global Services GmbH is liable without limitation for damages resulting from injury to life, body or health caused by a breach of duty on the part of A4Q Global Services GmbH, a legal representative or vicarious agent, as well as for damages caused by the absence of a quality guaranteed by A4Q Global Services GmbH.

2.2 A4Q Global Services GmbH is liable without limitation for damages caused by A4Q Global Services GmbH or one of its legal representatives or agents intentionally or by gross negligence.

2.3 In the event of a breach of material contractual obligations caused by slight negligence, A4Q Global Services GmbH's liability is limited to the amount of the foreseeable damage typical for the contract, except in the cases of clause 3.1 and clause 3.4. Essential contractual obligations are abstractly such obligations, the fulfillment of which enables the proper execution of a contract in the first place and on the compliance with which the contracting parties may regularly rely.

2.4 Liability under the Product Liability Act remains unaffected.

2.5 The limitation period for claims for damages against A4Q Global Services GmbH 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 rules below regarding the use of his/her personal information.

3.2 A4Q Global Services GmbH collects, uses and analyzes personal information of the subscriber in various ways at different places of its own websites as well as at other services operated by itself as well as by partners in order to enable the functioning of the Internet services and to be able to provide the users with a better service. This information is generated by the user's indication as well as by a use of the offered services. The user agrees that his/her personal data may be stored in electronic form.

3.3 If an interested party accesses the services of congreet, his/her data is stored anonymously with the help of a cookie. These cookies do not contain any personal data of the interested party, but serve exclusively to maintain the functions of the website.

## 4. Conduct obligations and blocking of subscriber content and accounts

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

4.2 The participant is prohibited from taking or promoting anti-competitive actions. Illegal actions are in particular any collection of personal data, including

data, including e-mail addresses of subscribers and unreasonable harassment (Section 7 UWG), in particular by sending messages.

4.3 A4Q Global Services GmbH or the organizer are entitled to block, delete or otherwise restrict access to participant content and participant accounts in the event of a violation of the behavioral obligations in 4.1 and 4.2 or in the event of other violations of the law.

4.4 If participant content or conduct of participants is objected to by third parties and the objections are obvious, A4Q Global Services GmbH shall proceed in accordance with para.

4.3 In other cases A4Q Global Services GmbH will give the objected participant the opportunity to comment and clarify. If no clarifying solution results or the participant does not react to the inquiries within 10 days, A4Q Global Services GmbH will also proceed according to clause 4.3.

## 5. Final provision

5.1 A4Q Global Services GmbH reserves the right to change these GTC at any time without giving reasons, unless this is not reasonable for the user. A4Q Global Services GmbH will inform organizers and participants about changes to the GTC in a timely manner. If the participant does not object to the validity of the new GTC within two weeks after notification, the changed GTC are considered as accepted by the participant. A4Q Global Services GmbH will inform the user in the notification of his right to object and the importance of the objection period.

5.2 Any general terms and conditions to the contrary shall not apply.

5.3 Offsetting by the participant is only permitted with undisputed or legally established claims. Insofar as a set-off by the participant is inadmissible, this shall also apply to any rights of retention of the participant.

5.4 Unless otherwise agreed, the user may submit all declarations to A4Q Global Services GmbH by e-mail, using the contact form accessible from any of the congreet websites, or send them by mail. A4Q Global Services GmbH may send declarations to the user to the e-mail address that the user has specified as the current e-mail address in his user profile.

5.5 Should individual provisions of these GTC be or become invalid, this shall not affect the validity of the remaining provisions. 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 shall apply accordingly in the case of loopholes.

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

5.7 German law shall apply to the exclusion of international private law and the UN Convention on Contracts for the International Sale of Goods incorporated into German law.

## In the role of the organizer

### Preamble

The congreet Event Platform and the congreet Community Platform are products of A4Q Global Services GmbH. By creating a user account on one of the two platforms (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 terms and conditions for the use of congreet as organizer ("T&C"). A4Q Global Services GmbH provides congreet under various top-level domains, various subdomains, aliases of these domains and as a mobile app with access to these domains (collectively "congreet website/s"). These GTC govern the contractual relationship between the organizer and A4Q Global Services GmbH, regardless of which of the congreet websites the organizer registers or logs into. The offer is directed exclusively to legally capable natural persons as well as legal entities.

### 1. Subject

1.1 congreet offers event organizers an internet-based mediation solution ("mediation") to enable participants of events or communities to be mediated as potential interlocutors and to establish contact.

1.2 The organizer authorizes A4Q Global Services GmbH to send an e-mail to the participants by setting up an event or a community on the congreet website. With this e-mail ("initial e-mail"), the organizer invites the participant to complete his participant profile on the congreet website so that he can receive matching contact suggestions to other participants.

1.3 The organizer commissions A4Q Global Services GmbH to send the initial e-mail to the respective participant. When sending the initial e-mail, A4Q Global Services GmbH acts exclusively in the sense of commissioned data processing for the organizer.

1.4 The data entered and completed by the participant after the initial email on the congreet website will be provided by the participant to A4Q Global Services GmbH. The use of the participant's data is regulated in a separate contract between congreet and the participant.

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

## 2. Prices and terms of payment

The current prices apply to all services and products. The invoice amount is due immediately upon receipt of the invoice and can be settled using the accepted payment methods. A contract can be terminated at the end of the respective term. For this purpose, the express wish to terminate must be received in due time either by e-mail to [info@a4q.gs](mailto:info@a4q.gs) or by mail (Grünwalder Weg 32 in 82041 Oberhaching).

## 3. Liability and warranty

3.1 A4Q Global Services GmbH is liable without limitation for damages resulting from injury to life, body or health caused by a breach of duty on the part of A4Q Global Services GmbH, a legal representative or vicarious agent, as well as for damages caused by the absence of a quality guaranteed by A4Q Global Services GmbH.

3.2 A4Q Global Services GmbH is liable without limitation for damages caused by A4Q Global Services GmbH or one of its legal representatives or agents intentionally or by gross negligence.

3.3 In the event of a breach of material contractual obligations caused by slight negligence, A4Q Global Services GmbH'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 fulfillment of which enables the proper execution of a contract in the first place and on the compliance with which the contracting parties may regularly rely.

3.4 Liability under the Product Liability Act remains unaffected.

3.5 The limitation period for claims for damages against A4Q Global Services GmbH 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 congruet, the organizer agrees to the regulations below regarding the use of his/her personal information.

4.2 A4Q Global Services GmbH collects, uses and analyzes personal information of organizers and participants in different ways at different places of its own websites as well as at other services operated by itself as well as by partners in order to enable the functioning of the Internet services and to provide better service to the users. This information is generated by the user's indication as well as by a use of the offered services. The user agrees that his/her personal data may be stored in electronic form.

4.3 If an interested party accesses the services of congruet, his/her data is stored anonymously with the help of a cookie. These cookies do not contain any personal data of the interested party, but serve exclusively to maintain the functions of the website.

4.4 If participants of events or communities deposit data and the organizer can access them, a storage or processing of these data outside of the congruet websites is only permitted to the extent that all legal provisions, in particular the DSGVO, are complied with. In this regard, the organizer is also obligated to provide A4Q Global Services GmbH with information within the scope of its duty to provide information to participants. The scope and framework are described by the legal requirements, to which A4Q Global Services GmbH

is obligated to the participants (transitive transfer of all rights and obligations, in particular the obligation to provide information).

## 5. Final provision

5.1 A4Q Global Services GmbH reserves the right to change these GTC at any time without giving reasons, unless this is not reasonable for the user. A4Q Global Services GmbH will inform the organizer about changes of the GTC in time. If the user does not object to the validity of the new GTC within two weeks after the notification, the changed GTC are considered as accepted by the organizer. A4Q Global Services GmbH will inform the user in the notification of his right to object and the importance of the objection period.

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