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General Terms and Conditions for events organized by HUSS-VERLAG GmbH

(hereinafter referred to as the Publisher or Organizer)

AGB für Veranstaltungen / General Terms and Conditions for events (deutsch / german) »

1. Contract

1.1 For all events (such as seminars, face-to-face and online seminars, workshops, conferences, congresses, training courses, forums, competitions, award ceremonies, virtual trade fairs) arranged by the Organizer

HUSS-VERLAG GmbH, legally represented by managing directors Christoph Huss and Rainer Langhammer, Joseph-Dollinger-Bogen 5, 80807 Munich, Germany,
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and its respective contractual partners, the following General Terms and Conditions shall apply exclusively in the version valid at the time the contract is entered into. Any terms and conditions of business of contractual partners that differ from these terms and conditions are not valid.

1.2 When cooperating with third parties, the Publisher may only act as an intermediary when presenting services offered by third-party providers. In the event of a booking, the contracts relating to the services shall be concluded exclusively between the participant and the third-party supplier or service provider. Special regulations and restrictions (general terms and conditions of the third-party provider) may apply to the services selected. The entire processing of the contract and the settlement of any service disruptions shall take place exclusively between the participant and the third-party provider.

1.3 In the case of online events organized by the Publisher, the Publisher may use the web platform of third parties for registration purposes (e.g. via LogiMAT.digital). In this case, too, the contract shall be concluded between the Publisher and the participant.

1.4 Contracts pertaining to online events shall be terminated upon conclusion of the live event, unless otherwise agreed upon between the contracting parties.

2. Registration/confirmation of registration

2.1 Registration for any event shall be done via e-mail, online or fax and in writing using the registration forms provided. Any offers made by the Organizer are only a non-binding invitation to enter into a contract. The registration is a binding offer to enter into a contract to participate in the event. The contract is concluded when the Publisher sends confirmation of registration. The sending of the invoice is also considered as confirmation of registration.

2.2 The online registration is only binding when the corresponding button is clicked and these General Terms and Conditions are thereby accepted. The contract is concluded with the Publisher's confirmation of registration following receipt of the registration by e-mail or fax. The contents of the concluded contract can be seen from the confirmation of registration and the General Terms and Conditions that have been sent, which are also available online at any time.

2.3 There is no general entitlement to participate; the Publisher reserves the right to allow each individual participant to take part. The Publisher is also entitled to exclude participants from further participation in certain cases, such as default of payment or disruption of the event. In the event of exclusion, the participant shall not be entitled to any reduction in price.

2.4 In the event of overbooking, the applicant will be informed without undue delay and the contract will be considered as not concluded.

2.5 The registration form must be completed in full and accurately and then sent, stating the information required for registration. If any of the information provided by the participant during registration change, the participant shall notify the Publisher of the change without undue delay in text form, such as via e-mail or fax.
If an employee books an event for a company, that employee declares with the booking that he or she is duly authorized by that company to conclude a contract for the booking of an event.

3. Services and prices

3.1. Information regarding the scope of services provided and the event venue are available either in the respective event description or in the Publisher's media kit. The Publisher reserves the right to make minor changes to the event description regarding the content and course of an event, including a change of venue within the same location. Furthermore, the Publisher reserves the right to replace previously announced speakers with others for important organizational or relevant reasons. Regardless of any changes, the overall character of the event will be maintained.

3.2 If participation is subject to a fee and no other agreement has been entered into, the participation fees shall apply per participant and event. Unless otherwise stated, the participation fees for a face-to-face event cover the entire cost of conducting the event (including speakers' fees, costs of event premises, drinks during breaks, lunch, event documents, visits). Unless otherwise agreed, travel, accommodation, and catering costs in particular are not included in the participation fee. These must be booked by the participant and settled directly with the respective event hotel.

3.3 All prices quoted for participation in any of the Publisher's events are in euros. Unless

otherwise explicitly stated within the respective event description, all prices quoted are gross prices that include statutory VAT. Any errors with regard to the prices quoted are excepted.

3.4 Payment of the participation fee shall be made on the basis of the agreed terms of payment and the invoice issued by the Publisher. The total price shown on the invoice (including VAT) is payable by bank transfer to the accounts stated on the invoice no later than 7 calendar days prior to the date of the event or, if otherwise agreed, by the date stated on the invoice.

For online events, in accordance with the agreed order details, the user may pay the due fee by bank transfer, direct debit or credit card (VISA, MasterCard, American Express or Diners Club).
In the event of late payment, the Publisher reserves the right to exclude the participant from the event with immediate effect. The participant shall be deemed to be in default without having been sent a reminder. If the participant is in default of payment, the Publisher shall be entitled to charge interest on. arrears amounting to 5% above the base interest rate per annum (section 247 (1), section 288 (1) of the German Civil Code (BGB). If the Publisher can verify that a greater amount of damage was caused by the default, this amount can be claimed. Similarly, the participant is entitled to prove that no damage has been incurred at all or that the damage is considerably less than that claimed by the Publisher.

3.5 All promotional activities not explicitly authorized by the Organizer are prohibited.

3.6 In the case of online events subject to a fee, the Organizer guarantees 95% availability of the platform at the point of transfer during the term of the contract. If the guaranteed level of availability is not provided, the rights of the participant shall be determined in accordance with Clause 7 of this contract. The term "availability" means that it is either possible to use the platform or not possible for reasons beyond the control and the responsibility of the Organizer.

4. Obligations of the participant in the case of online events subject to a fee

4.1 The option to use online events subject to a fee is restricted to a specific person. Participation is only permitted for those participants for whom the online event subject to a fee has been booked. The participant may not allow other persons to participate either actively or passively in any online events that are subject to a fee.

4.2 Prior to an online event subject to a fee, the participant shall ascertain in good time whether the connection to the digital conference rooms can be established. If the connection cannot be established, the participant shall promptly inform the Publisher accordingly. The Publisher can be contacted via the contact details provided in the Publisher's imprint.

4.3 On the website, in both free and chargeable online events, no statements may be made, files uploaded or content communicated that violate applicable law or common decency (such as insults or other criminal offences) or infringe the rights of third parties.

4.4 The participant shall refrain from any actions that endanger or disrupt the functioning of the online platform and the services offered, and may not access data to which he or she is not entitled.

4.5 The Publisher always endeavors to provide correct information. However, if the content and information provided by the Publisher are created by third parties, these will not be checked by the Publisher to ensure that they are correct and up to date. The participant bears the risk of using any information and content provided in this manner.

5. Cancellations by the participant

5.1. A substitute participant may be nominated free of charge, except in the case of a virtual trade fair in accordance with Clause 10.2. In this case, the deadlines pertaining to the respective event for the nomination of a substitute participant must be complied with.

5.2 Unless otherwise stated in the event description, the obligation to pay the participation fee shall lapse if the Publisher receives the cancellation no later than 15 days prior to the date of the event. If the cancellation is received up to 5 days prior to the date of the event, the participation fee will be reduced to 50%; if the cancellation is received at an even later date, the full participation fee will be charged. Guests of honor are exempt from this rule.

If costs are incurred at the venues due to cancellation, these will always be charged to the participant.

5.3 Any cancellations or substitutions of participants must be made in text form and only become valid upon written confirmation by the Publisher. Verbal cancellations by telephone will not be accepted. If a cancellation is sent by post, the date of the postmark shall apply for meeting the deadline. The Publisher must be notified in text form of the substitution of a registered person prior to the date of the event, otherwise there is no entitlement to participation. In emergencies, such as if the participant becomes ill, a substitution may be communicated verbally by telephone.

The participant bears the burden of proof regarding the timely receipt of the cancellation.

5.4 Any transfer of bookings (to another event) will be treated as a cancellation.

6. Cancellation by the Organizer

The Publisher reserves the right to relocate, amend or even cancel the entire event or individual parts thereof at short notice.

In particular, the Publisher is entitled to cancel the event due to insufficient demand or too few participants (no later than 7 days prior to the scheduled beginning of the event) or for other important reasons for which it is not responsible (e.g. sudden illness of the speaker, force majeure such as natural disasters, fire, epidemic, breakdown of power supply networks through no fault of the Publisher, persistent operational disruption) without observing the

deadline. The Publisher is then obliged to reimburse the participant for any fees already paid. Further liability and compensation claims that do not concern injury to life, body or health are excluded, unless the Publisher and its vicarious agents are responsible for intent or gross negligence.

Event cancellations can be communicated to the participant in writing, by telephone or by e-mail.

7. Liability of the Organizer for an online event subject to a fee

7.1 The Organizer shall present the content for the duration of the online event in accordance with its regulations and keep the websites concerned available in accordance with Clause 3.6.

7.2 If the services to be provided by the Organizer during the online event fall short of those contractually agreed upon, the participant is entitled to a reasonable reduction of the fee paid. This does not apply if the shortfall in the provision of services is insignificant and/or due to a technical fault that the participant is responsible for rectifying, or has not been rectified by the participant in good time.

7.3 The Organizer is liable without limitation for any damages caused intentionally or due to the gross negligence of the Organizer, its legal representatives, executives or simple vicarious agents, as well as in the case of fraudulent intent or personal injury.

7.4 In the event of a slightly negligent breach of an obligation that the participant could reasonably expect to be complied with and the fulfillment of which is essential for the proper performance of the contract (cardinal obligation), the obligation to pay compensation shall be limited to such damages as may typically be expected to occur within the context of this contractual relationship (foreseeable damages typical of the contract). Otherwise, liability for damages caused by slight negligence is excluded.

7.5 The Organizer is not liable for any damage caused by faults in telephone lines, servers or other equipment for which it is not responsible.

8. Haftung des Veranstalters bei Präsenz-Veranstaltungen

8. Liability of the Organizer for face-to-face events

8.1 Participants take part in face-to-face events at their own risk.

8.2 The Publisher is not liable for any damages resulting from accidents, damage, loss or theft, including in particular consequential damages (e.g. loss of profit, compensation for futile expenses, etc.) resulting from the event, unless these are based on intentional or grossly negligent conduct on the part of the Publisher or its legal representatives and vicarious agents or caused by a breach of a material contractual obligation. Material contractual obligations are those prerequisite for the proper performance of the contract and the observance of which the contractual partner may regularly rely on and the breaching of which, on the other hand, would jeopardize the fulfillment of the purpose of the contract.

8.3 If the Publisher is liable pursuant to Clause 8.2 for breaching a material contractual obligation without being guilty of gross negligence or intent, liability shall be limited to damage typical for the contract, the occurrence of which the Publisher should have reasonably expected at the time the order was placed, based on the circumstances known to it at that time.

8.4 If the Publisher is liable pursuant to Clause 8.2 or Clause 8.3 for gross negligence or intent on the part of employees who are not managing directors or executive employees of the Publisher, the liability of the Publisher shall also be limited to the maximum amount stated in Clause 8.3.

8.5. The exclusion or limitation of claims in accordance with the above clauses also applies to claims made by the participant against employees and agents of the Publisher, in particular speakers and suppliers as well as service providers.

8.6 Any claims for damages regardless of fault as well as any claims due to injury to body, health or life as well as the provisions of the Product Liability Act shall remain unaffected by the above clauses.

9. Copyright/rights of use

9.1 All documents pertaining to the event are protected by copyright.

For their personal use, the participants are exclusively granted a simple, non-transferable, non-sublicensable right of use, limited to the territory of the Federal Republic of Germany. In particular, participants and third parties are not permitted to modify the content or editorial content of the conference documents – including any extracts – or to use amended versions, copy them for third parties, make them publicly accessible, forward them, post them on the Internet or other networks, whether for a fee or free of charge, imitate them, resell them or use them for commercial purposes without the prior consent of the Publisher. Any copyright notices, marks or trademarks may not be removed.

9.2 The content of all events organized by the Publisher is designed, prepared and implemented by competent, qualified speakers. However, the Publisher cannot accept any responsibility or liability for the event documents or the content covered in the events being correct, up to date or complete.

9.3 In the case of online events, the right of use in accordance with Clause 9.1 regarding the content is limited to the implementation of the respective online event.

9.4 The right of use only entitles the participant to retrieve and merely temporarily copy the contents of the online event into the memory of his or her end device (to the extent technically necessary) for the purpose of viewing the contents. The participant is not permitted to make any further use of the contents of the online event. In particular, the permanent reproduction (e.g. recordings made using technical means), the publication or resale of live events, of the contents provided by the Publisher on the website or in the web archive, if applicable, as well as their systematic and methodical transfer to another software application, database or system and/or forwarding with the aim of achieving a purpose other than that stated above, irrespective of the type of information medium or file format, are not permitted.

9.5 The participant grants the Publisher, free of charge, the non-exclusive, sublicensable, transferable, territorially unrestricted rights to all content (such as content produced in digital conference rooms) that the participant provides in the course of live events ("user content"), in order to make it usable for the Publisher's online archive, for the duration of the statutory protection period. These include in particular the right of reproduction in order to store the user content on servers for the purpose of making the online archive available, the right of public access in order to make the user content available to other users of the online archive, and the right of processing, to the extent necessary for proper data processing for the purpose of making the online archive available.

9.6 The participant assures that he or she is the owner of all rights to the user content and that the user content does not violate any rights of third parties. Should third parties assert claims against the Publisher due to the infringement of their rights, in particular copyright, industrial property rights or other rights (e.g. personal rights) in connection with the user content, the participant is required to inform the Publisher without undue delay of any such claims by third parties, to provide all and any information required for defense that is either available or could be obtained by the participant and to provide other necessary and appropriate support. The Publisher is entitled to remove user content from the online archive if it becomes aware of a possible infringement of third-party rights.

The participant indemnifies the Publisher against all claims, including those for damages and other costs as well as all necessary costs of legal defense (court costs and lawyers' fees) incurred by the Publisher in relation to the user content in connection with an alleged or established infringement of the rights of third parties, to the extent that the participant is responsible for the infringement. The participant can verify that either no damage or less damage than that claimed by the Publisher has occurred.

10. Exhibiting/sponsoring

10.1 The conditions of any trade exhibition/sponsorship accompanying the event are regulated in the terms and conditions specifically relating to the particular event.

10.2 Virtual trade fairs

At virtual trade fairs arranged by the Organizer, companies (exhibitors) can present and

advertise themselves and their products and services to an online audience in the form of a virtual trade fair stand and/or by means of specialist presentations and advertising opportunities online, as well as make direct contact with the respective visitors via a chat interface. Details of the offering, such as the duration, the scope of services and the corresponding prices, are described in the respective currently valid version of the media kit.

10.2.1 After registering and concluding the contract pursuant to Clauses 2.1 and 2.2, the exhibitor shall send the Organizer the necessary data for the virtual trade fair stand (e.g. logo, subject of specialist presentation, company description), which are shown in the media kit and the order confirmation for the virtual trade fair.

The Organizer reserves the right to accept or reject orders or advertising activities at its own free and appropriate discretion.

If the exhibitor is in default of payment in whole or in part pursuant to Clause 3.4, the Organizer may exclude the exhibitor from participating or publishing the virtual exhibition stand and/or from holding a specialist presentation.

10.2.2 The exhibitor is responsible for approving the virtual exhibition stand.

With the approval, the exhibitor agrees to the storage and publication of the content by the Organizer. This also applies to their placement in various marketing materials (such as the media kit or marketing activities arranged by the Organizer).

10.2.3 The exhibitor is responsible for additionally advertising his or her own exhibition stand and/or specialist presentation in an appropriate manner.

10.2.4 The Organizer has the right to withdraw from the contract if it is prevented from conducting the virtual trade fair for an important reason (such as technical faults, force majeure or legal stipulations). In this case, the exhibitor shall be refunded any payments made on a pro-rata basis, unless the impairment of use is insignificant or only of a short duration.

If it is only temporarily not possible to hold the virtual trade fair for reasons for which the Organizer is not responsible, the event will be held at a later date if possible. The Organizer's claim to payment shall remain valid if the event is held within a period of time that is reasonable for the exhibitor after the disruption has been rectified.

10.2.5 The Organizer merely provides the necessary platform for the placement of the virtual exhibition stands. The respective stand exhibitor is solely responsible for the content of the stands as well as for the dialogues conducted via the available chat interface and/or the possible conclusion of any contracts.

The exhibitor is responsible for obtaining the necessary third-party rights for the placement of content prior to the event. In particular, the exhibitor is required to check the information provided by him or her (logos, texts, images, videos, etc.) for their legality as well as for any existing third-party rights. The provisions of the Copyright Act, the Trademark Act and the Unfair Competition Act must be complied with. The Organizer explicitly does not check the accuracy and legality of the information provided.
The exhibitor shall indemnify the Organizer against any claims by third parties that may be asserted against the Organizer based on the exhibitor's conduct in violation of the law or the contract. This also includes the reasonable cost of legal defense, in particular any court costs

and lawyers' fees due in accordance with statutory regulations. Sentence 2 does not apply if the exhibitor is not responsible for the violation. In any case, however, the exhibitor is obliged to inform the Organizer completely, truthfully and without undue delay in the event of a possible claim by a third party and to provide all the information necessary for verification and defense.

10.2.6 The Organizer shall provide regular information about the virtual trade fair (exhibitors, products, presentations, etc.) via its own media (print, online, digital) as well as via the usual social media channels (e.g. XING, Facebook, LinkedIn, Twitter).

10.2.7 The Organizer assumes no liability for the content of third-party offerings, except in the case of intent or gross negligence. The same applies to any damage or other disruptions caused by the defectiveness or incompatibility of the users' software or hardware. This also applies to disruptions, errors, delays or other obstacles to performance that may occur during the transmission of content online. The Organizer accepts no liability for the consequences of limited availability of the Internet – of whatever kind and for whatever reason.
The Organizer is liable without limitation in the case of intent or gross negligence and in the case of a negligent breach of a material contractual obligation ("cardinal obligation"), in each case limited to the amount of the damage foreseeable at the time the contract was concluded and typical for the contract. In all other respects, the liability of the Organizer is excluded.

11. Right of withdrawal for consumers

The following right of withdrawal only applies to consumers as defined under section 13 of the German Civil Code (BGB) and therefore does not apply to contracts concluded with the Publisher by entrepreneurs as defined under section 14 BGB within the scope of their commercial or independent professional activity.

Withdrawal policy

Right of withdrawal

Teilnehmer haben das Recht, binnen vierzehn Tagen ohne Angabe von Gründen diesen Vertrag zu widerrufen.

Participants have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the date the contract was entered into.

In order to exercise the right of withdrawal, the participant shall inform the Organizer

HUSS-VERLAG GmbH, Joseph-Dollinger-Bogen 5, 80807 Munich, Germany; fax +49 (0)89 32391416; tel.: +49-(0)89 323910; e-mail management@huss-verlag.de

by means of a clear declaration (e.g. a letter sent by post, a fax or an e-mail) regarding his or her decision to withdraw from this contract. The participant may use the attached sample withdrawal form for this purpose, which is, however, not mandatory.

In order to comply with the withdrawal period, it is sufficient for the participant to send the notification of his or her exercising of the right of withdrawal prior to the expiry of the withdrawal period.

Consequences of withdrawal

If the participant withdraws from this contract, the Publisher shall reimburse the participant for all payments received from the participant, including any delivery costs incurred, without undue delay and at the latest within fourteen days of the date on which the Publisher receives notification of the participant's withdrawal from this contract. For this reimbursement, the Publisher shall use the same means of payment that the participant used for the original transaction, unless explicitly agreed otherwise; in no case shall the participant be charged any fees for the reimbursement.

If the participant has requested that the services/events begin during the withdrawal period or if the services/events booked by the participant begin during the withdrawal period, the participant shall pay the Publisher a reasonable amount corresponding to the proportion of the services/events already provided up to the point at which the participant informed the respective Publisher of his or her exercising of the right of withdrawal with regard to this contract compared to the total scope of the services/events provided for in the contract.

If the participant wishes to withdraw from the contract, he or she can complete this form and return it to the Publisher **(PDF HUSS-VERLAG GmbH)**

Notice on the exclusion of the right of withdrawal for consumers for the delivery of digital content

The Publisher makes its online events available to the participant as digital content via a live stream. In the case of a contract for the supply of digital content that is not provided on a physical medium, the right of withdrawal shall expire under the following conditions:

- The Publisher has begun implementing the contract after the participant has
- Explicitly consented to the Publisher commencing implementation of the contract before the expiry of the withdrawal period, and
- Confirmed his or her knowledge that by giving his or her consent he or she loses his or her right of withdrawal at the beginning of the implementation of the contract (i.e. at the beginning of the online event).

12. Data protection

12.1 The Publisher protects the personal data of the participants. When collecting, processing and using the customer's personal data, the provisions of the applicable data protection law are complied with.

The Publisher and, if applicable, the co-organizer expressly named in the event process and use the data for the purpose of fulfilling the contract, invoicing, customer support and, if the participant has consented or the respective Publisher and co-organizer/cooperation partner are legally entitled to do so, for advertising purposes pertaining to their respective fields of business. The Publisher also informs the participants, even without their explicit consent, about its own and similar offerings or services via e-mail in accordance with a consideration of interests pursuant to article 6 (1f) GDPR.

The data may also be passed on to service providers (order processors) for the above-mentioned purposes.

Participants may at any time object to the use of their data for advertising purposes in written form to:

HUSS-VERLAG GmbH, Joseph-Dollinger-Bogen 5, D-80807 Munich, e-mail: info@huss-verlag.de, tel.: +49 (0) 89-32391-0

(Please provide the e-mail address and the name under which the person objecting is registered).

12.2 A list of registered participants (company, first name, surname, position, location) will be published at the event. By registering, the participant agrees to the publication of this data on the list of participants.

After the booked event has been held, participants are entitled at any time to have their personal data stored for contractual purposes deleted or corrected. Participants may object at any time to the processing or use of their data for advertising or market research purposes. The objection does not incur any costs other than the transmission costs according to base rates.

12.3 The currently valid version of the Publisher's data protection policy can be accessed at:

https://www.huss.de/de/data-protection-policy.html

13. Image and video recordings

In the course of the event, the Publisher or persons commissioned or accredited by the Publisher as well as service providers will record images and videos for informational and advertising purposes. By registering, the participant agrees to the production and distribution of these recordings on the Publisher's website, in printed form and social media free of charge, as well as for the further informational and advertising purposes of the Publisher, sponsors and partners of the event.

All image and publication rights are held by the Organizer. Image, video or sound recordings

of the participants during the event always require the prior written consent of the Organizer. The same applies to any subsequent use of visual or audio recordings of the event that are not exclusively for private purposes.

14. Out-of-court settlement of disputes and information pursuant to section 36 of the Act on Alternative Dispute Resolution in Consumer Matters (VSBG)

At http://ec.europa.eu/consumers/odr/ or https://webgate.ec.europa.eu/odr the European Commission provides a platform for the out-of-court resolution of online disputes (ODR platform). The Publisher wishes to point out that it is not obliged to participate in a dispute resolution procedure before a consumer arbitration board and does not participate in any such procedure.

15. Final provisions

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

15.2 For all parties involved who are merchants, legal entities under public law or special funds under public law, the place of performance shall be Munich and the place of jurisdiction shall be the courts of Munich, unless a statutorily exclusive place of jurisdiction is relevant. This jurisdiction also applies to non-merchants, provided it may be agreed in accordance with the German Code of Civil Procedure and the EuGVVO.

15.3 The Organizer reserves the right to make amendments and supplements concerning the technical platform and data protection.

15.4 In order to be effective, any amendments and supplements to a contract or waivers of a right arising from this contract must be made either in written form if required by law or in text form. This also applies to any waiver of the requirement to use the written or the text form.

15.5 In the event of a regulatory loophole, the contracting parties shall undertake to replace the missing provision with a contractual provision that corresponds to the consensual will of the parties. The same applies if a regulatory loophole arises due to a provision being invalid or void and no statutory provision is available to fill the regulatory loophole.

15.6 The German text and German law shall be decisive for the interpretation of the conditions of participation and all other conditions.

Version dated: July 2021

Quell-URL:https://www.huss.de/de/general-terms-and-conditions-events-huss-verlag