

General Terms and Conditions Matchmaking365

1. Scope

1.1 These General Terms and Conditions (GTC) apply to the contractual relationship between Koelnmesse GmbH, Messeplatz 1, 50679 Cologne (hereinafter referred to as Km) and the users of the internet service "Matchmaking365" of the service provider commissioned by Kms.

1.2 The users in terms of these GTC are both the exhibitors and visitors of this Koelnmesse trade fair, who have registered to use the online contact platform Matchmaking365, as well as the enquirers who, without registering beforehand, use the online contact platform in order to enter their enquiries into the system throughout the year, by providing their contact details and selecting suitable products from a predefined nomenclature.

1.3 The use of Matchmaking365 is based on these GTC, which are recognized by the user by filling out the contact form and registering with Matchmaking365.

2. General

2.1 Matchmaking365 provides all users with a complete communication and contact portal for the conveying of business contacts. It also provides the user with options to upload company profiles and product pictures. The users are personally responsible for how they use the portal. The users are supported entirely by the service provider commissioned by Km.

The users of Matchmaking365 also have the right to send and receive information via the platform.

2.2 The data and/or information provided by the user will only be made available on the Matchmaking365 platform if this data and/or information does not infringe legal regulations or the Matchmaking365 GTC. Km is entitled to remove illegal content from its website without advance notice.

2.3 Km does not assume any responsibility for the technical availability of the services offered and reserve the right to cancel them at any time. A guarantee or claims for damages of any kind in the event of a technical failure or other breakdown are excluded. In particular maintenance, security or capacity issues, as well as events which are beyond the control of Km (for example failures of public communication networks, power failures, etc.), may result in short-term failures or the temporary shut-down of the service.

2.4 The user is offered a contact and communication platform with various applications. Km does not participate in the communication as regards content and is not responsible for communication taking place or for its contents. If contracts are concluded using the Matchmaking365 platform, Km has no part in these and is therefore not a party to the contracts.

2.5 Km is free to change the services offered by a service provider via the Matchmaking365 platform or to offer different services.

3. Registration conditions for user accounts

3.1 Users who visit the platform as suppliers in the role of a receiver of enquiries have to register before using the services of the Matchmaking365 platform.

3.2 Only legal or natural persons with full capacity to contract who use the Matchmaking365 platform solely to exercise their commercial or freelance activities are allowed to register. Upon registering the user assures that all of the data he has provided is correct and complete. The user is not allowed to use any pseudonyms or aliases. If after registration the data provided changes, the user is obliged to correct the data immediately.

3.3 The contract between Km and the user is concluded by an e-mail from Km, in which the user is informed that his user account has been created.

3.4 Upon registering the user can enter a username. He is obliged to keep his password secret and not to pass it on to a third party. Km will at no time ask the user for the password outside the registration area. Password changes are to be made via an automatic request (input field on the Matchmaking365 platform) for a new password by the user. We can accept no liability for any damages which result from the negligent passing on of a password or the selection of a password which is too obvious.

3.5 A user account is not transferable.

3.6 The user can delete his user account at any time with immediate effect via an input field provided for this purpose in his registration area and in so doing end his participation in the Matchmaking365 platform.

4. Obligations for users - enquirers and suppliers

4.1 The user is obliged to provide Km with an e-mail address. This e-mail address is needed for the service provider to be able to provide service and support. The user has to ensure that the e-mails sent to the e-mail address in question actually reach him. He has to ensure in particular that the e-mails are not rejected, for example

because the storage volume allowed with the provider he uses has been exceeded or because automatic filters (so-called spam filters) have been activated.

4.2 The user has to consider when using the content and services on the Matchmaking365 platform all third-party rights. The user is in particular not allowed

- to use abusive or defamatory content, irrespective of whether this content concerns other users, persons or companies,
- to use pornographic content or content which infringes youth protection laws or to advertise, offer or sell pornographic products or products which infringe youth protection laws,
- to use content protected by law (e.g. by copyright law, trademark law, patent law or protected designs) without being entitled to do so, or to advertise, offer or sell goods and services protected by law,
- to engage in or promote anti-competitive activities, including progressive customer acquisition schemes (such as chain, snowball or pyramid systems),
- to harass other users unreasonably in terms of § 7 of the UWG (German Unfair Competition Act),
- to carry out, advertise or promote structured sales methods (such as multi-level marketing or multi-level network marketing),
- to use mechanisms, software or scripts when using the Matchmaking365 platform,
- to copy using robot/crawler search engine technology,
- to distribute or publicly reproduce the content of the Matchmaking365 platform or of other users and
- to undertake any actions which may impair the functionality of the infrastructure of the Matchmaking365 platform, in particular actions which may overload the infrastructure.

4.3 The layout of the Matchmaking365 platform and the Matchmaking365 GTC may only be reproduced and/or used on other websites with Km's prior approval in writing.

5. Sanctions, blocking and termination

5.1 Km may at its own discretion take appropriate measures if there are clear indications that a user is infringing legal regulations, the third-party rights or the Matchmaking365 GTC, or if Km has any other legitimate interest, in particular the protection of users against fraudulent activity.

5.2 Km may without advance notice delete content input by the user, issue a warning or block access to the services of the Matchmaking365 platform, in particular if at least one of the following conditions is present:

- non-compliance with legal regulations by the user,
- incorrect contact data, in particular an incorrect or invalid e-mail address,
- infringement by the user of his contractual obligations relating to the Matchmaking365 GTC.

5.3 The users may use the platform over a complete trade fair cycle. The period of time is based on the dates of the trade fair, for which the users have registered for the Matchmaking365 platform. The trade fair cycle ends on the first day of the trade fair's next edition. Km may terminate the user contract at any time within a notice period of fourteen days. The right to block remains unaffected by this.

5.4 Km may terminate the contract if there is good cause to do so at any time without notice, in particular if the continuation of the contractual relationship is unreasonable for Km.

6. Costs

The costs of using the internet service Matchmaking365 for the participating exhibitors, in the meaning of subparagraph 1.2 in these General Terms and Conditions, result from the Special Participation Conditions for a Km trade fair; for the trade fair visitor in the meaning of subparagraph 1.2 of these General Terms and Conditions the Matchmaking365 service is free of charge.

7. Responsibility and limitation of liability

7.1 Km accepts no responsibility for the content, data and information provided by the users, nor does it accept responsibility for content on linked external websites and accepts no liability in this regard. Km in particular does not guarantee that this content is correct, fulfils any particular purpose or can be used for any such purpose.

7.2 In the case of death, physical injury and illness Km is liable for its own intentional or grossly negligent breach of duty and for faults attributable to its legal representatives and vicarious agents. Apart from that however, claims for damages, irrespective of legal basis, are excluded, if Km, its legal representatives and vicarious agents are charged with ordinary negligence. However the above restriction does not apply, if essential contractual obligations are violated. In the event of a breach of essential contractual obligations, Km's liability is limited to compensation for typical foreseeable damage.

Apart from that Km's liability is excluded.

8. Indemnity

The user indemnifies Km with respect to all claims which other users or other third parties assert against Km due to an infringement of their rights or infringements of

laws by the content input by the user on the Matchmaking365 platform or due to other use of the website by the user. The above obligations of the user do not apply if the user is not responsible for the infringement concerned.

9. Conditions relating to data protection law

9.1 Km takes the protection of personal data which the user has provided very seriously. Km naturally only collects, processes or uses the user's personal data in accordance with the regulations of the German Data Protection Act (this also applies when it uses automatic data processing) and only if this is relative to the performance of the contract within the scope of Matchmaking365.

9.2 The user may object to the collection, processing or use of his data at any time with effect for the future by sending an e-mail to support@matchmaking365.com. On receipt of the objection, Km is entitled to exclude the user from further use of the Matchmaking365 platform.

9.3 When the Matchmaking365 platform is used, Km stores various user data.

- Upon the first-time registration, Km stores the entered data of the user (user name, e-mail-address, password). When the public offer is used, the web-servers employed by Km also automatically store the name of the internet service provider, the website from which the users visit the Matchmaking365 platform, the websites which the users visit on the platform, the date and the length of the visit.
- When the offer is logged into, Km also stores the user account's ID with all of the entered data and the IP address which the user had at that moment.
- When the offer is used by suppliers, Km stores the date of the visit and which services were used (for example sending an inquiry, contact to other suppliers)

Km also only stores user data temporarily in so-called session variables (Cookies), maintaining the user session. A session starts when the Matchmaking365 platform is first called up and finishes when the user logs out or after a period of 20 minutes. After this the data is deleted again. No content data or personal data will be stored.

For registered users the platform stores a key in a cookie in order to identify the device in respect of the "one click login" feature.

9.4 This website uses Google Analytics, a Web analysis service from Google Inc. ("Google"). Google Analytics employs "cookies", which are text files that are stored

on your computer and make it possible to analyze how you are using the website. The information created by the cookie concerning your use of this website is normally transferred to a Google server in the U.S. and stored there. The activation of IP anonymization on this website with the code "anonymizeIp" means that your IP address is, however, shortened by Google within the member states of the European Union or in other states that are signatories of the Agreement on the European Economic Area.

Only in exceptional cases is the complete IP address transferred to a Google server in the U.S. and shortened there. Google uses this information at the request of, and on behalf of, the operator of this website to evaluate your use of the website, to create reports on the website activities, and to provide the website's operator with additional services connected with the use of the website and the Internet. Google does not combine the IP address that is transferred by your browser as part of the operation of Google Analytics with any other information.

You can prevent the storage of the cookies by carrying out a corresponding setting in your browser software; however, we expressly inform you that in this case you may not be able to use the full scope of all of the features of this website. In addition, you can disable the cookie's sending of the data it has created concerning your use of this website (including your IP address) to Google and the processing of this data by Google if you download and install the browser plugin that is available under the following link: <http://tools.google.com/dlpage/gaoptout?hl=en>

You can refuse the use of Google Analytics by clicking on the following link. An opt-out cookie will be set on the computer, which prevents the future collection of your data when visiting this website:

[Disable Google Analytics](https://matchmaking365.com/nl/community/?ga=optout) (https://matchmaking365.com/nl/community/?ga=optout)

Further information concerning the terms and conditions of use and data privacy can be found at

<http://www.google.com/analytics/terms/gb.html>

<https://www.google.de/intl/en/policies/>

9.5 We offer you on our website the possibility to use so-called social plugins from the following companies:

- Facebook Inc., 1601 S. California Ave, Palo Alto, CA 94304, USA;
- „Tweet“-Button from Twitter Inc., 795 Folsom St., Suite 600, San Francisco, CA 94107, USA;
- "+1"-Button from Google Inc., 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA;

- „Recommended-Button“ from LinkedIn Corporation, 2029 Stierlin Court, Mountain View, CA 94043, USA;
- „Share-Button“ from XING AG, Gänsemarkt 43, 20354 Hamburg, Germany.

To protect the privacy of your data, we implement this with the solution “Shariff”. By doing this, the plugins are displayed on our website merely as graphics (images) that contain a link to the website of the plugin provider. By clicking on the graphic you will be forwarded to the services of the provider. Only then will your data be sent to the providers. As long as you do not click on the plugin graphic, there will be no transmission of data between you and the so-called social networks.

More information about the collection and usage of your data in social networks can be found in the terms and conditions of the individual service providers. More information about the Shariff solution can be found here:

<http://www.heise.de/ct/artikel/Shariff-Social-Media-Buttons-mit-Datenschutz-2467514.html>.

9.6 Km points out, that upon first-time upload of company profiles and product images they are initially visible to the other members of the platform. Once you have logged in, you have a possibility to restrict the visibility of your data for other members under “Settings” in part.

9.7 Km reserves the right to change this statement at any time.

10. Final conditions

10.1 Amendments and additions to the Matchmaking365 GTC must be made in writing. There are no additional agreements.

10.2 Km reserves the right to amend the Matchmaking365 GTC at any time without stating reasons. The amended conditions will be sent to the user by e-mail at the latest two weeks before they become effective. If the user does not object to the validity of the new Matchmaking365 GTC within two weeks of receiving the e-mail, the amended Matchmaking365 GTC will be considered to have been accepted. Km will advise the user in the notification of his right of objection and the significance of the objection deadline.

10.3 Should individual conditions in these Matchmaking365 GTC be or become ineffective, this shall not affect the effectiveness of the remaining conditions. The ineffective condition shall be considered to be replaced by a condition which is closest in economic meaning and purpose to the ineffective condition and has legal effect. The same applies to any loopholes.

10.4 The place of jurisdiction permitted by law is Cologne.

10.5 German law applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

10.6 For the interpretation of the General Terms and Conditions the German text is relevant.

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