

General Terms and Conditions BusinessEnergizer365

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), trading through its subsidiary, Koelnmesse Service GmbH (hereinafter referred to as Kms), and the users of the internet service "BusinessEnergizer365" of the service provider commissioned by Kms.

1.2 The users in terms of these GTC are both enquirers, who use the online contact platform BusinessEnergizer365 in order to enter their enquiries into the system throughout the year by providing their contact data and selecting suitable products from a predefined nomenclature, and the suppliers, to whom these enquiries are forwarded and who can then directly contact the enquirers.

1.3 The use of BusinessEnergizer365 is based on these GTC, which are recognized by the user by filling out the contact form and registering with BusinessEnergizer365.

2. General

2.1 BusinessEnergizer365 provides all users with a complete communication and contact portal for the conveying of business contacts. The users are personally responsible for how they use the portal. The users are supported entirely by the service provider commissioned by Kms.

2.2 The data and/or information provided by the user will only be made available on the BusinessEnergizer365 platform if this data and/or information does not infringe legal regulations or the BusinessEnergizer365 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. If contracts are concluded using the BusinessEnergizer365 platform, Km has no part in these and is therefore not a party to the contracts.

2.5 Km is free to decide after carrying out a manual qualification process whether incoming enquiries are forwarded or not and to whom they are forwarded. In this way a best possible match between the enquiry and potential suppliers can be achieved. The enquiries

may be returned to the enquirers with proposals for rewording; enquiries may also be rejected. The enquirer will be informed of this by an e-mail message.

2.6 Km is free to change the services offered by a service provider via the BusinessEnergizer365 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 BusinessEnergizer365 platform. The conditions below under section 4 apply only to these users.

3.2 Only legal or natural persons with full capacity to contract who use the BusinessEnergizer365 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 is allocated a user name. 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 BusinessEnergizer365 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 BusinessEnergizer365 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 BusinessEnergizer365 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 BusinessEnergizer365 platform,
- to copy using robot/crawler search engine technology,
- to distribute or publicly reproduce the content of the BusinessEnergizer365 platform or of other users and
- to undertake any actions which may impair the functionality of the infrastructure of the BusinessEnergizer365 platform, in particular actions which may overload the infrastructure.

4.3 The layout of the BusinessEnergizer365 platform and the BusinessEnergizer365 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 BusinessEnergizer365 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 BusinessEnergizer365 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 BusinessEnergizer365 GTC.

5.3 The owner and user relationship is for an indefinite period. Km may terminate the user contract at any time with 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. Cost conditions

For Providers costs based on usage.

6.1 Purchase of individual requests

The receiver of an enquiry can decide after receiving the qualified enquiries via the BusinessEnergizer365 platform whether he would like to receive the individual enquiry with details and reply options. For the option to reply to an enquiry, the price which is payable can be found in the pricelist published on the BusinessEnergizer365 platform in the registered area under the menu item "Prices".

6.2 Fixed annual fee

Besides that there is the option to pay a fixed annual fee. In this case the provider receives all incoming requests via the BusinessEnergizer365-Plattform – including all the details and answering opportunities. This service is valid for the period of 12 months after the payment of the fixed annual fee, the price can be found in the pricelist mentioned above. In accordance with item 2.3 we refund the fee proportional in case of termination of internet services.

7. Special conditions for suppliers who are participating in a Koelnmesse event

7.1 The basic data (e-mail address, name and allocated product groups) of these suppliers is provided by Km. The supplier himself is responsible for updating the account, i.e. in particular for correcting or amending the data of his user account.

7.2 The price for the option to reply to an enquiry, which can also be found in the above-mentioned pricelist, is lower for these suppliers than for suppliers who are not participating in a Km event. The same is true for the payment of a fixed annual fee

8. Responsibility and limitation of liability

8.1 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.

8.2 Km is only liable to companies in terms of § 13 of the German Civil Code (BGB) for damages if and when Km, its legal representatives, executives or other vicarious agents acted with wilful intent or gross negligence.

9. 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 BusinessEnergizer365 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.

10. Conditions relating to data protection law

10.1 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 BusinessEnergizer365.

10.2 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@BusinessEnergizer365.com.

10.3 When the offer is used, Km stores various user data.

- When the public offer is used, the webserver employed by Km automatically store the name of the internet service provider, the website from which the users visit the BusinessEnergizer365 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 e-mail address used for the login 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.

Km also only stores user data temporarily in so-called session variables (Cookies). A session starts when the BusinessEnergizer365 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.

10.4 The BusinessEnergizer365 platform uses the web analysis services Google Analytics, AddServer and Analog 6. These use so-called "cookies", text files that are stored on the computer and that allow an analysis of how individual users use the website. The information generated by the cookie about how the website is used (including the user's IP address) is forwarded to a server of Google Inc., Ariston GmbH or wohlgemuth&team GmbH and stored there. This information is used to assess how the website is used, to compile reports about the website activities for the website operators and to provide other services related to website use and Internet use. This information will be passed on to third parties if this is required by law or if third parties process these data on behalf of the above mentioned companies. Under no circumstances will the IP address of the users be associated with other data of the companies. The installation of cookies can be prevented by using the appropriate settings in the browser software; however, in this case it may not be possible to use the full functionality of the BusinessEnergizer365 platform. By using the BusinessEnergizer365 platform the user consents to the processing of the data about you in the manner and for the purpose set out above.

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

11. Final conditions

11.1 Amendments and additions to the BusinessEnergizer365 GTC must be made in writing. There are no additional agreements.

11.2 Km reserves the right to amend the BusinessEnergizer365 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 BusinessEnergizer365 GTC within two weeks of receiving the e-mail, the amended BusinessEnergizer365 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.

11.3 Should individual conditions in these BusinessEnergizer365 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.

11.4 The place of jurisdiction permitted by law is Cologne.

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

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

Last updated: August 2010