

Conditions of Participation: Solutions Hub

Natural and legal persons who contact bvitg Service GmbH and access the DMEA website in order to participate in the Solutions Hub agree to the following Terms and Conditions of Participation and Terms and Conditions for the Sale of Services of bvitg Service GmbH (hereinafter abbreviated as BSG) within the scope of the DMEA program as well as related services, as amended from time to time.

(1) Subject

The Solutions Hub enable interested trade visitors to find out about products, projects, services, etc. on selected topics.

Please note that the Solutions Hub program items are basically planned as a digital format. The sole organizer is BSG.

Short presentations will be offered on a total of 14 topics, with a maximum of 10 minutes per presentation. Each themed session consists of a maximum of three 10-minute presentations. Several presentations with different content can be booked for one themed session.

(2) Dates and deadlines

Booking deadline is **May 07, 2021, 23:59** (CET).

All companies that have booked a presentation slot will be informed within the next month about the date and time of the presentation and thus receive their placement in the program. All presentations will be made available to interested viewers on demand during DMEA 2021. All speakers must provide the organizer with their final presentation video including presentation for the 10-minute slot by **May 14, 2021, 23:59** (CET).

(3) Contract

Contractual relations are established exclusively between the purchaser and the BSG. The course and content of the events are the responsibility of the host of the DMEA, the BSG.

There will be an explicit booking confirmation by e-mail, by which the BSG accepts the contractual offer of the customer, under the resolutive condition that an incoming payment for the ordered number of services is made and received in full.

No liability is assumed for the correctness of the event data contained in the online presence of DMEA.

(4) Performance and services

Participation in the Solutions Hub 2021 is 300€ for startups*, associations and universities in combination with the trade fair starter package, 550€ for partners** and simultaneously bvitg members, 750€ for partners** without bvitg membership and 1,550€ for non-partners. All prices are net plus statutory value-added tax.

* A company is considered a startup for the first three years after its founding.

** Gold, silver or bronze partner

The bookers/speakers create a 10-minute presentation video incl. presentation for the Solutions Hub on a booked topic. No payment will be made for the presentation.

In addition, the bookers/speakers transfer to BSG the right to publish the final presentation in the form of a digital media file, which will be made available via the digital public archive on the DMEA website.

The bookers/speakers undertake to comply with the statutory provisions (e.g. competition law) and not to infringe any third-party rights (e.g. copyrights, personal rights) within the scope of participation in the Solutions Hub and use of the portal provided. The organizer assumes that copyright protection with regard to photographs, images, illustrations, tables, films, music, etc. used in the presentation is checked and complied with by the bookers/speakers. Restrictions regarding the release of the presentation must be agreed in writing with the organizer.

If a speaker is prevented from giving a presentation on the day of the event or cannot or does not wish to give the presentation for other reasons, BSG must be informed immediately. Furthermore, the speaker is required to make every effort to find an appropriate substitute speaker in this case. The BSG reserves the right to cancel the presentation if no adequate replacement can be found.

The BSG reserves the right - even at short notice before the start of the event - to change the schedule of the event compared to the information on the website, to replace/discontinue individual topics and contributions to an event, to replace a speaker for good cause, or to change the location within the venue, provided that the

changes are reasonable for the booker/speaker, the overall circumstances make these changes necessary, and the overall character of the event remains intact.

(5) Purchase of services

The services, in this case the booking of the Solutions Hub lecture slots, are generally paid for by invoice.

The purchasers of services accept the security, access and other implementation regulations of the organizer with the purchase. The services can only be purchased from the official website. Furthermore, the buyers of program services acknowledge that in the event of non-compliance with such regulations, exclusion from the event without compensation is possible. Possible further regulations are mentioned on the DMEA website and in the official confirmation email.

(6) Terms of payment

The prices are charged per lecture. Payment will be made by bank transfer. Payment by sending cash or checks is not possible.

Invoices are payable without deduction within 14 days of the invoice date. Invoices will be issued by BSG in writing by e-mail. The receipt of payment will not be confirmed.

The costs per presentation are not refundable if bvitg Service GmbH is not at fault. The changes mentioned under point 4 do not justify any right to reimbursement, partial reimbursement or replacement of other expenses.

All prices quoted are exclusive of value-added tax at the applicable statutory rate, which is calculated in addition.

(7) Image rights and copyrights

The bookers/speakers assure that the lectures and presentations they submit are free of third-party rights. If the rights of persons depicted, for example, need to be taken into account, the bookers/speakers shall obtain valid declarations of consent from the persons concerned in advance. This applies to all persons who can be seen in pictures or videos, even if, for example, a person can only be recognized in the background of the picture or video. Declarations of consent must be submitted to BSG upon request. In the event of missing or insufficient declarations of consent by

the persons depicted at the closing date for participation, further consideration of the images or videos shall be excluded without the need to notify the bookers/speakers. The bookers/speakers further assure that the submissions do not infringe any copyrights and trademark rights, that they have produced any illustrations themselves and at their own expense, and that they are thus the sole owners of the copyrights and rights of use concerned in the submissions. Recognizable images of copyrighted works, trademarks or labels of third parties in the presentations are not permitted and constitute grounds for non-consideration.

Should third parties assert claims for infringement of their rights, the bookers/speakers shall indemnify the organizers against all claims upon first request, including the reasonable costs of legal defense.

If a photo of the speaker is provided to BSG as part of the booking, this booking also grants BSG the right to use it in event-related print and digital products.

The BSG reserves the right to record applications, events and presentations in whole or in part in image and sound for the purposes of organization and documentation, to archive them and to use them in the following manner:

- Public provision on the DMEA homepage and in the download area there.
- Use of the images for public communication measures of Messe Berlin GmbH, bvitg Service GmbH or the Bundesverband Gesundheits-IT - bvitg e.V. in connection with the DMEA (e.g. website, social media, print media).

By participating in this DMEA event, the submitter/speaker consents to the free publication in the aforementioned manner, to the forwarding to press representatives for editorial reporting and dissemination and/or time-unrestricted storage and accessibility of the recorded image, sound and film material as part of the organizer's public relations work. Their personal rights shall be preserved in all cases.

If the bookers/speakers do not agree to the publication of their person in individual cases, we ask for immediate notification to the persons responsible for the events.

The viewers are exclusively granted a simple, non-transferable right of use for personal use. In addition, viewers and third parties are in particular not permitted to change the content or editorial content of content that the organizer provides to the viewer or sends by e-mail - even in part - or to use modified versions, to copy it for third parties, to make it publicly accessible or forward it, to post it on the Internet or other networks for a fee or free of charge, to imitate it, to resell it or to use it for commercial purposes. Any copyright notices, marks or trademarks may not be removed.

(8) Knowledge of the use of electronic means of communication

Users of the DMEA website (operated by Messe Berlin GmbH) confirm that they are familiar with the electronic means of communication and that they are aware of the security risks associated with electronic traffic. Users commit to make only lawful use of the means of communication.

(9) Limitations of liability

Information disseminated on the website of bvitg Service GmbH is solely for the private use and information purposes of potential users of the event. Users are aware that the information may be changed at any time and without prior notice.

Bookers/speakers themselves are responsible for their own insurance coverage against accidents, illness, etc. BSG and its vicarious agents shall only be liable for such damages that are demonstrably based on an intentional or grossly negligent breach of duty within the scope of the contractual relationship and which are still typical damages within the scope of the foreseeable.

Regarding lecture documents and presentations, BSG shall be indemnified against all claims of third parties based on the infringement of copyrights.

In particular, the following limitation of liability provisions apply:

All events are carefully prepared and carried out according to the current state of knowledge. BSG does not guarantee the accuracy, completeness or quality of the information provided in the presentations, unless BSG can be proven to have acted intentionally or with gross negligence. BSG does not guarantee the accuracy of the information available on the website, notably the correctness, completeness and reliability of the relevant information.

BSG shall not be liable for any damage caused by transmission errors, technical defects, operational failures or unlawful interference with IT systems, regardless of the location and nature of the interference. Furthermore, BSG shall not be liable for damages resulting from malfunctions, interruptions (including system-related maintenance work) or overloading of EDP systems. BSG shall not be liable for direct damages or indirect damages (consequential damages) arising in connection with the retrieval of services or queries from BSG, except in the case of gross negligence or intentional infliction of damage on the part of BSG.

The exclusion of liability also applies to damages resulting from links to other websites. More particular, BSG points out that clicking on links may cause you to leave the web-site of BSG or the Messe Berlin GmbH website, and that BSG or Messe Berlin

GmbH have neither checked the linked websites nor accepts any responsibility for their con-tent, products, services or other offers.

(10) Legal consequences in the event of a breach of the conditions of participation

Individuals or their entries may also be excluded from participation, in particular if there is a violation of the conditions of participation or attempted manipulation. In this case, BSG reserves the right to take legal action, in particular if third parties file claims with BSG due to infringement. Participants have no claims against BSG in the event of exclusion.

(11) Final provisions

Should individual components of these Conditions of Participation be wholly or partially invalid or should the contract contain a loophole, the validity of the remaining Conditions of Participation or parts of these Conditions of Participation shall remain unaffected. The invalid or missing provision shall be replaced by an appropriate provision that comes closest to the purpose of the invalid provision.

(12) Law and place of jurisdiction

As far as legally permissible, Berlin, Germany, is agreed upon as place of performance and place of jurisdiction. Verbal agreements shall only apply if confirmed in writing by BSG.

(13) Information on data protection (Art. 13 DSGVO)

To participate in the Solutions Hub, it is necessary to provide personal data. The personal data of the bookers/speakers entered with the submissions will be processed, insofar as this is necessary for the implementation of the event, for the purpose of contacting and for personally tailored advertising by bvitg Service GmbH, Friedrichstr. 200, 10117 Berlin, as the responsible party.

The bookers/speakers agree to the publication of their data (first name, surname, title, institution) and the presentations as well as a personal photo, if applicable, in the media used by bvitg Service GmbH, bvitg e. V. and Messe Berlin GmbH as well as in the press and public relations work of the DMEA. This includes the disclosure of the information published on the websites of the DMEA, Messe Berlin GmbH and bvitg Service GmbH as well as their social media platforms.

The BSG has taken the technical and organizational measures to ensure that the

regulations on data protection are observed. However, BSG accepts no liability for any incident of misuse, which can never be ruled out. For further information on data processing and your rights (Art. 13 DSGVO), please refer to the privacy policy. Questions regarding data protection will be answered by bvitg Service GmbH (dmea@bvitg.de).

(14) Acknowledgement of the conditions of participation

With the electronic declaration of participation, the submitters/speakers agree to the conditions of participation for the Call for Paper - Digital Guided Tours for DMEA set out here.

(15) Withdrawal/Cancellation

Cancellation by the booker:

You can withdraw from participation in the Solutions Hub at any time. The declaration of withdrawal must be made in writing. Should the booker/speaker withdraw from his/her contract, the full costs will be invoiced.

If necessary, it is possible in individual cases for you to name a suitable substitute person to participate in the event and thus a contract amendment can be made instead of a withdrawal.

Cancellation by the organizer:

If the organizer cancels the event for a reason for which he is responsible, the bookers will receive a full refund of the fee.

In the event of disruption of the event for reasons of force majeure or due to circumstances for which the organizer is not responsible/culpable, BSG is entitled to cancel or postpone an event. In this case, the bookers/speakers will be informed by BSG as soon as possible. Claims for reimbursement of expenses are excluded in the event of timely event cancellation.

Subject to changes.

bvitg Service GmbH | Friedrichstr. 200 | 10117 Berlin
Berlin, January 2021