

General Terms and Conditions for Using moreEvent

Preamble

The company meetingmasters.de, Dipl.-Kfm. [M.B.A.] Christoph Schwind, Max-Planck-Str. 22, 54296 Trier, Germany (hereinafter referred to only as: meetingmasters.de) is an unrestricted and independent vendor of services for hotels and hotel customers.

meetingmasters.de is a service for persons who are in charge of the organisation of events of all kinds, and of the booking of hotel rooms, in the context of business travel activity in the field of businesses/organisations/public institutions.

The services of moreEvent are intended exclusively for traders or companies in terms of section 14 of the BGB [German Civil Code] (hereinafter referred to as: Customer) and not to consumers or private persons. The Agreement for the use of moreEvent is concluded between meetingmasters.de and the respective company/association/public institution.

1. Applicability of the GTC

- 1.1 The General Terms and Conditions (GTC) set out below are valid for all, also future, agreements between meetingmasters.de and its customers.
- 1.2 Deviating General Terms and Conditions of the Customer are hereby rejected; such terms and conditions shall not become part of the Agreement, even if they are not expressly rejected by meetingmasters.de.

2. Subject Matter

- 2.1 meetingmasters.de shall create an event website based on the moreEvent system via which interested parties (hereinafter referred to as: participants) can obtain information on the Customer's event and register to participate.
The services to be performed arise from the service package chosen by the Customer or a corresponding service description.
- 2.2 The contract regarding the event or participation in the Customer's event is concluded directly between the respective participant and the organiser/Customer.
- 2.3 Neither the provision of access to the Internet for the participant nor the insertion of the information material in the Internet with the possibility of worldwide access is the subject of this Agreement.

3. Use of moreEvent

- 3.1 An initial prerequisite for using moreEvent is the submission of a completed registration form furnished with a legally binding signature. This form can be downloaded from www.meetingmasters.de or sent upon request. The user agreement only comes into effect after the Customer has received written confirmation from meetingmasters.de (possibly by fax or e-mail).
- 3.2 Depending on what is agreed, meetingmasters.de also provides the Customer with several moreEvent subdomains (event website for one or multi-day events or event series).

4. Password

- 4.1 The Customer's contact person indicated on the registration form will receive the confirmation containing his own password required to log in and create and edit the Customer's own events in the moreEvent system.
- 4.2 The Customer himself is responsible for his password and must ensure confidentiality and proper use of the password. If a participant violates the duty of confidentiality in handling his password, he can derive no claims against meetingmasters.de especially as a result of the improper use of the password. He will also indemnify meetingmasters.de against claims by third parties and incurred costs, to the extent that they are based on the participant's careless handling of the password.
- 4.3 If the Customer reports misuse of his password during the service times (section 13), meetingmasters.de shall immediately disable access and give the Customer a new password.

5. Fees

- 5.1 The Customer shall pay a flat fee for each registration submitted via the system. This fee is also payable if a participant cancels his registration or if the event does not take place, is cancelled or broken off for reasons which meetingmasters.de is not responsible. The amount of this fee is determined by the chosen service package or by individual agreement.
- 5.2 If no registrations are carried out within 12 months of meetingmasters.de providing the respective moreEvent subdomain, meetingmasters.de reserves the right to charge an implementation fee of EUR 250.00 (plus VAT at the statutory rate) to compensate for the lack of registration fees. The same shall apply if total registration fees lie below the amount of EUR 250.00; meetingmasters.de may then issue an invoice for the difference plus VAT at the statutory rate.
- 5.3 If meetingmasters.de performs additional services not expressly mentioned in the service package, the fees according to the respective current price list shall apply. meetingmasters.de will only invoice for services previously offered to the Customer and commissioned by him in writing.
- 5.4 All remunerations and prices mentioned are subject to the statutory rate of VAT valid at the time of provision of the services.
- 5.5 Invoices are due immediately without any deductions. If payment is delayed meetingmasters.de has the right to disable domains or rather moreEvent domains. For the disablement and later restoration of access, meetingmasters.de shall charge a lump sum of EUR 75.00 (plus VAT at the statutory rate).

6. Duration and Termination

- 6.1 The Agreement can be terminated by both parties at any time without observing a notice period.
- 6.2 All terminations must be made in writing (by e-mail, fax, post, etc.).
- 6.3 In the event of termination or expiration of this Agreement, meetingmasters.de shall surrender at the Customer's request on a data carrier all data stored by meetingmasters.de, or shall otherwise delete it after one month at the earliest.
- 6.4 meetingmasters.de shall delete any existing customer data in its possession one month after surrender of the data to the Customer, unless information is received from the Customer within this period that

the data surrendered to him is unreadable or incomplete. If no such information is received, this shall be regarded as consent to the deletion of the data. meetingmasters.de shall point out again explicitly to the Customer the consequence of his actions on transfer of the data.

6.5 Section 5.2. shall likewise apply.

7. Billing Process, Collection of Participation Fees

- 7.1 If ordered by the Customer, meetingmasters.de shall provide certain payment options (invoice, credit card or PayPal).
- 7.2 If, in addition, meetingmasters.de collects the payments on the Customer's behalf, meetingmasters.de shall manage the collected money in a separate account. In this respect, the Customer shall grant meetingmasters.de a corresponding power of attorney to collect debts. meetingmasters.de shall remind defaulting customers of payment up to three times within the system. Additional collection activities have to be agreed and remunerated separately.
- 7.3 meetingmasters.de shall transfer the collected money less any fees and costs incurred within a maximum of 14 days after the end of the planned event and shall issue a corresponding statement of accounts. The Customer is obliged to raise any objections to the statement of accounts issued by meetingmasters.de immediately, but at the latest two weeks after its issue, otherwise it shall be regarded as approved. Should the Customer require more time to check the statement of accounts in the case of large events, a longer period can be agreed.
- 7.4 meetingmasters.de is entitled to offset and deduct from incoming payments the fixed sum mentioned in 5.2 or other invoice amounts due.

8. Domain Registration

- 8.1 meetingmasters.de shall activate subdomains on the Customer's behalf. The subdomain shall be activated by means of a customer ID issued by meetingmasters.de. meetingmasters.de will not check whether trademark law or other rights of any third parties will be infringed by the setting-up of the subdomain. The Customer himself is thus responsible for the legality and usability of the chosen subdomain. meetingmasters.de shall take over the domain administration and the name service (this concerns the administration of the subdomain; this takes place via DNS entries. DNS stands for Domain Name Service) of the master domain meetingmasters.de.
- 8.2 In the event that the Customer is asked by a third party to give up an Internet domain because it (purportedly) infringes the rights of a third party, the Customer shall inform meetingmasters.de immediately. In such a case, but likewise if a third party should claim an infringement of rights by meetingmasters.de, meetingmasters.de shall have the right to renounce the Internet domain on the Customer's behalf. The Customer shall indemnify meetingmasters.de against third party claims and all the accompanying costs, insofar as the claim is based on the impermissible use of a domain.

9. Hosting

- 9.1 Particularly the type, scope, and location of the storage space of the homepage shall be determined by the provisions of the contract and/or subsequent amendments that can be made by meetingmasters.de at its own discretion, provided the purpose of the contract is not jeopardised and provided no concrete binding agreements are made.

- 9.2 If and to the extent that the Customer's content is protected by the Copyright Act, Artistic Copyright Act, Trademark Act and/or other protective rights, the Customer declares that he owns these rights, even if they are in the form of secondary rights derived from the above-mentioned rights. The Customer grants meetingmasters.de the necessary non-exclusive rights without geographic restriction, limited to the duration of the Agreement, to preserve and perform services as provided in the contract. This includes in particular the right of meetingmasters.de to make backup copies and duplicate the contents accordingly to a reasonable extent but otherwise at its own discretion. meetingmasters.de will grant the Customer protected access to the drafts before they are made publicly accessible or activated.
- 9.3 After expiration of the Agreement, meetingmasters.de is not obliged to trace and/or have deleted content which has been cached by third parties and/or otherwise copied/reproduced and disseminated without being explicitly requested by meetingmasters.de.
- 9.4 The server space provided by meetingmasters.de is situated on its own server and/or an outside server that is to be serviced four days a month. Consequently, meetingmasters.de shall not be liable for any downtimes of the server if they do not exceed four days per calendar month.
- 9.5 The Customer shall not be entitled to allow a third party to use part or all of the storage space that is the subject matter of this contract, neither free nor against payment, unless meetingmasters.de has given its prior written consent.

10. Advertising

- 10.1 The Customer shall not have the right to advertise in his moreEvent subdomain for third parties or to insert references to direct competitors of meetingmasters.de within the connected Internet and Intranet platforms.

11. Contents

- 11.1 The Customer shall be obliged to mark the information placed on the contractual Internet pages as his own data and to state his complete name and address. The Customer shall observe and add the legal identification and information requirements independently.
- 11.2 The Customer assures that the images, texts or other content entered by him or made available to meetingmasters.de to be entered are free of third parties' rights. meetingmasters.de is not obliged to check the legality of use and the legal position (licences etc.). The Customer shall indemnify meetingmasters.de in this respect against third party claims and all the accompanying costs.
- 11.3 The Customer shall not send any data or store it on a data carrier of meetingmasters.de that due to its type or structure (e.g. viruses), size or reproducibility (e.g. spamming) may endanger the inventory or the operation of the data network of meetingmasters.de.
- 11.4 In each and any case of infringement of the above provisions, the Customer undertakes to pay an adequate contractual penalty, the amount of which may be determined by meetingmasters.de at its own discretion. In case of dispute, this amount may be examined as to its appropriateness by the Local Court Trier (for a contractual penalty of less than EUR 5,000.00) or by the Regional Court Trier (for a contractual penalty exceeding EUR 5,000.00). This shall not exclude the assertion of any further claim by meetingmasters.de. The contractual penalty shall also expressly apply in the event that the

Agreement has expired but the behaviour to be penalised is discovered only after expiry of the Agreement or the behaviour to be penalised takes place only after expiry of the Agreement but is specified in the Agreement or in the individual order.

- 11.5 If the Customer has infringed the above provisions listed in sections 1 to 3, meetingmasters.de shall have the right to reject Internet pages, to immediately disable and/or erase the Internet pages and links to them, and to immediately terminate the Agreement extraordinarily for good cause. This applies accordingly if a third party should claim an infringement of rights by meetingmasters.de.

12. Availability of the Event Website

- 12.1 meetingmasters.de shall provide sufficient bandwidth from and to the Internet based on previous experience.
- 12.2 The average minimum availability on an annual average amounts to 98%. In calculating the minimum availability, the time of commencement is determined by the point in time when meetingmasters.de receives notification of a fault or the point in time when meetingmasters.de itself perceives a fault.
- 12.3 The Customer shall be informed in good time of any work to be undertaken by meetingmasters.de, in particular preventive maintenance and improvements, and this shall not be included in the calculation of the minimum availability.

13. Service Hotline

- 13.1 meetingmasters.de shall reply to the Customer's queries (received by e-mail or telephone) as quickly as possible after receipt of the respective query. The Service Hotline is available from Monday to Friday between 8.00 and 18.00 h.

14. Customer's Duty to Cooperate

- 14.1 The Customer shall duly fulfil all duties necessary for the rendering of services and execution of this Agreement completely, professionally and in good time. The Customer must provide all information meetingmasters.de requests on the respective forms. meetingmasters.de will not check the contents of this information.
- 14.2 The Customer's employee concluding this Agreement or an employee to be named by him/her shall be available to meetingmasters.de as contact person. He/she shall provide the necessary information in order to execute this Agreement and shall be deemed to be authorised to take legally binding decisions. The Customer can name a different or further contact person. meetingmasters.de is to be notified immediately in writing of any changes regarding the contact person.
- 14.3 If any errors occur in moreEvent, the Customer shall notify meetingmasters.de in writing immediately. Information is to be given as to how and under what circumstances the error or fault occurs and meetingmasters.de is to receive active support in tracing the error. Where investigation into the Customer's fault notification by meetingmasters.de reveals that the fault has occurred outside the area of responsibility of meetingmasters.de, meetingmasters.de can invoice the Customer for the cost of investigating the fault according to the fees stated in the respective current price list of meetingmasters.de. This shall not apply if the Customer, though acting with all due care, could not recognise that the fault had occurred outside the area of responsibility of meetingmasters.de. Section 16 shall likewise apply.

15. Data Protection/Confidentiality

- 15.1 meetingmasters.de shall process the data transmitted by the Customer only within the context of the Customer's instructions. If meetingmasters.de believes that a Customer's instruction infringes data protection laws, it shall notify the Customer immediately. meetingmasters.de shall offer the Customer encrypted transmission of data.
- 15.2 Personal data shall only be collected if it is provided by the participant/user, e.g. when registering for an event. No other personal data shall be collected. Furthermore, data shall be processed in accordance with the legal data protection regulations.
- 15.3 Only that data entered by the participant which is necessary for a booking shall be transmitted to the respective organiser. In as far as the organiser processes personal data, he shall ensure compliance with data protection laws. Data shall not be transmitted for any other purpose.
- 15.4 meetingmasters.de undertakes not to disclose, disseminate or use in any way, knowledge of confidential transactions, in particular trade and company secrets of the Customer gained during the preparation, implementation and fulfilment of this Agreement. This applies to any unauthorised third party unless the exchange of information is essential in order for meetingmasters.de to properly fulfil its contractual obligations. In case of doubt, meetingmasters.de is obliged to request the Customer's consent for such an exchange.

16. Warranty

- 16.1 meetingmasters.de shall provide the services according to the conditions in this Agreement. If the services to be provided by meetingmasters.de according to this Agreement are defective, meetingmasters.de shall remedy the defects or provide these services anew within a reasonable period and after receipt of notification of defects in accordance with the provisions of this Agreement. With regard to the use of software provided by a third party which meetingmasters.de has licensed for use by the Customer, the liability for defects relates to the acquisition and import of upgrades, updates or service packs which are generally available.
- 16.2 If the defect should fail to be remedied for reasons beyond the control of meetingmasters.de and within a reasonable period set by the Customer, the Customer may reduce the agreed remuneration by an appropriate amount.
- 16.3 In as far as meetingmasters.de has no extended liability on the basis of mandatory legal provisions, the Customer has no further or other entitlements and rights due to defects in contractual performance other than those expressly referred to in this section.
- 16.4 meetingmasters.de shall be obliged to exercise customary diligence. In determining whether any fault lies with meetingmasters.de, it is to be taken into account that software cannot be created technically completely free of defects.
- 16.5 meetingmasters.de shall not be liable for the loss of data and/or programs in as far as the damage is due to the Customer having failed to perform backups and thereby ensure that lost data can be recovered with reasonable effort and expense.
- 16.6 The above provisions shall also apply in favour of vicarious agents of meetingmasters.de.

17. Liability

- 17.1 meetingmasters.de shall be liable without limitation for material and financial damage to the Customer, insofar as the damage was caused by it or its vicarious agents acting wilfully or with gross negligence.
- 17.2 meetingmasters.de shall be liable for material and financial damage to the Customer, insofar as the damage was caused by it or its vicarious agents acting with slight negligence, however only in the event of a breach of a material contractual obligation, the fulfilment of which enables proper implementation of the Agreement in the first place and on the observance of which the Customer may regularly trust (cardinal obligation). The liability of meetingmasters.de for slight negligence is limited in amount to the damage foreseeable when the Agreement was concluded, and the occurrence of which must typically be reckoned with.
- 17.3 In the event of damage resulting from injury to life, body or health caused to the Customer by meetingmasters.de or its vicarious agents, however, meetingmasters.de shall be liable to the full extent, i.e. for any kind of negligence and malicious intent.

18. Final Provisions

- 18.1 The Customer may assign claims arising from the contractual relationship with meetingmasters.de to third parties only with the prior consent of meetingmasters.de.
- 18.2 The Customer shall only be authorised to exercise the right of retention insofar as his counterclaim is based on the same contractual relationship and uncontested or has been determined as legally valid.
- 18.3 The Customer shall only have a right of set-off, insofar as it is based on the same contractual relationship. The Customer is obliged to uphold general rights: in the event of his claiming a set-off situation he shall deposit the fees and costs due into an escrow account, whereby the trustee shall be obliged to pay out the accumulated amounts to meetingmasters.de in the event that the suspension of the set-off situation is legally established or acknowledged, and to pay the amounts back to the Customer in the event that the determination of the set-off situation is legally established or acknowledged. The party responsible for bringing about the necessity of the trust management shall bear the costs of escrow. Unless payments are made into the escrow account, it shall be assumed that no admissible set-off situation exists as long as meetingmasters.de does not acknowledge the claim or the claim is legally established.
- 18.4 There are no ancillary agreements to this Agreement. Modifications of and/or amendments to the Agreement must be made in writing. This provision also applies to the annulment of this written form clause.
- 18.5 Venue and place of performance is the seat of the company meetingmasters.de. The same is valid for claims arising from documents, bills or cheques.
However, meetingmasters.de also has the right to lodge a claim at the seat of the Customer.
- 18.6 Any and all contractual relationships are subject to German law.
- 18.7 If any provision of this Agreement is or becomes invalid in whole or in part, this shall not affect the validity of the other provisions.

Trier, June 2017