



Terms of Use regarding the EPLAN Virtual Fair 2020

The affiliate of the Friedhelm Loh Group, EPLAN Software & Service GmbH (hereinafter the “Supplier”), provides a web-based platform for a free-of-charge use of the virtual fair, “EPLAN Virtual Fair 2020” as well as of chat rooms provided on the platform. The respective participants of that event are registered visitors of the virtual fair (hereinafter “Users”). The Supplier and the Users are hereinafter, individually, referred to as a “Party” and, collectively, as the “Parties”.

§ 1 Registration; Access to the virtual fair

(1) The basis requirement for a visit of the virtual fair is the acknowledgement of these terms of use and the completion of a free-of-charge electronic registration by a User, respectively. Access to the virtual fair will be granted on the basis of such registration. The User’s data required for the registration must be provided by the User accurately and completely.

(2) A legally binding user relationship between the Parties may only be initiated online by a registration of the respective user, while using the registration procedure set up for that purpose. Upon the registration, the User will submit an effective offer for the conclusion of a user agreement.

The offer will be accepted directly after the registration, after a review for completeness of the data provided in the registration procedure, by granting access.

(3) Only the User and the employees of the User may access the virtual fair. If there is reason to fear that unauthorised third parties have, or will, become aware of the access data, the Supplier shall be informed without undue delay. Users will be liable for any third-party use in accordance with the statutory provisions.



§ 2 Subject matter of the virtual fair; Supplier's rights and duties

- (1) For the duration of the virtual fair, the Supplier shall provide to the User, free of charge, chat options, videos, live lectures, product information of various types, as well as other services and communication options provided by the Supplier at the fair.
- (2) Due to the technical conditions, uninterrupted availability of the services cannot be warranted.
- (3) The Supplier may, at any time, exclude the User from the participation in the virtual fair temporarily or permanently and reject the User's registrations at any time, if there are specific reasons to believe that the User has violated these terms of use and/or applicable law, or if the Supplier has another legitimate interest in the exclusion. This applies, in particular but not limited to any violation of the provisions of § 3 below.

§ 3 User's rights and duties

- (1) The User alone is fully responsible for the User's own conduct and the content added by the User.
- (2) In relation to the User's visit of the web-based platform, the User may not perform any activities which violate applicable law, infringe any third-party rights, or violate the principles of the protection of minors. In particular, the following acts are prohibited:
 - a) the sending of messages with insulting, defamatory and/or pornographic contents,
 - b) anti-competitive acts or the promotion of the same, including progressive advertising,
 - c) the unauthorised use of contents protected by law (for example, under the law relating to copyrights, patents, registered designs or utility models), or the advertising, offering or distribution of goods or services protected by law,
 - e) the use of mechanisms, software or scripts in connection with the use of the platform or any acts capable of impairing the functionality of the web-based platform, in particular, excessive usage.



§ 4 Data protection

- (1) The Supplier may collect, process and store personal data of the User in compliance with applicable data protection laws, directives and other regulations.

Should the Supplier perform any analyses of User data and use them for internal purposes, the Supplier shall do so exclusively within the limits of the permissible scope under data protection law and shall inform the User thereof. No User-related data will be transmitted to third parties. In addition, statistical evaluations in anonymised form will be permitted to develop our services.

- (2) Any amendments or supplements to these terms of use must be in writing to be effective and must be expressly marked as such. This applies also to any modifications of this clause. No oral side agreements were made. Written form as per the first sentence of this section 4 (2) will not be complied with in the case of declarations by email or in another electronic form.
- (3) Should any of the provisions of these terms of use be or become ineffective, contain an inadmissible time limit or a gap, the validity of the remaining provisions will not be affected thereby.

§ 5 Confidentiality

- (1) The Parties shall maintain secrecy regarding any information of a technical, financial or other commercial or confidential nature received by them directly or indirectly in connection with the virtual fair and their participation therein and shall not disclose the same to third parties; Affiliates of a Party are not deemed to be third parties. In addition, the Parties shall not use any information obtained for any purpose not directly relating to the virtual fair.
- (2) These duties of confidentiality do not apply to any information which is in the public domain, which had already been known to a Party, which was lawfully obtained by a Party from a third party, or which a Party has developed itself in the absence of a breach of duties of confidentiality. The Party invoking the above exceptions bears the burden of proof.
- (3) These duties regarding comprehensive secrecy and confidentiality survive the termination of the virtual fair.



§ 6 Other provisions

- (1) These terms of use and the entire legal relationships between the Parties are governed by the law of the Federal Republic of Germany, to the exclusion of the UN Sales Convention and private international law, as well as its provisions regarding choices of law and conflicts of law.
- (2) If the User is a merchant, a legal entity or special fund under public law, the exclusive place of jurisdiction for all disputes out of, or in connection with, these terms of use will be the Supplier's corporate seat. The Supplier may also sue the User at the User's place of jurisdiction.
- (3) These terms of use shall not be construed as a unilateral or mutual obligation to purchase, sell, license, transfer, market or otherwise dispose of, technologies, services or products. In addition, nothing in these terms of use will restrict the right of the Supplier or the User to provide products or services nor hinder the Parties to conduct discussions or enter into agreements with third parties, provided that the affected Party complies with its duties under these terms of use.

As of August 2020