

# Terms and Conditions

## For placement of online advertising in the Virtual Market Place®

### 1. Contract signing

A binding contract takes effect only upon written order confirmation by Messe Berlin GmbH.

### 2. Scope of services

The rental price is payment for permission to run online advertising media in specifically designated places within the Virtual Market Place®. In the scope of these general terms and conditions, advertising media may comprise one or more of the following elements:

- An image and/or text, audio sequences and/or moving pictures (banners)
- A responsive on-screen field which, when clicked, provides a connection via an online address, named by the customer, to additional data in the customer's area (e.g. a hyperlink)

Advertising media that are not readily identifiable as such due to the design or layout, must be clearly identified by the customer as advertising. The rental price does not include the cost of design, layout, creation or adaptation of the necessary advertising banners and news tickers. Messe Berlin GmbH grants no guarantee of exclusion of competition.

Messe Berlin GmbH reserves the right to modify the format, size and technical properties of the advertising media, where Messe Berlin GmbH deems this necessary for displaying the advertising in the Virtual Market Place® and to the extent the modifications can be accepted as reasonable by the customer, taking account of the interests of Messe Berlin GmbH. Messe Berlin GmbH will obtain prior consent from the customer to edit the content of advertising media deemed by Messe Berlin GmbH to be unsuitable for publication in its existing form (e.g. due to the illicit nature of the content). Any ensuing delay in the performance of services by Messe Berlin GmbH is the responsibility of the customer.

Messe Berlin GmbH is entitled to postpone or cancel an agreed date for publication of online advertising in the event that a service required for publication is not provided at the agreed date, or technical circumstances prevent publication on the agreed date, to the extent that Messe Berlin GmbH is not responsible for the reasons for the hindrance. If a postponement to a later date is possible, Messe Berlin GmbH will take account of the known interests of the customer insofar as this is possible and reasonable for Messe Berlin GmbH.

The number of ad impressions, page impressions, ad clicks or the click rates provided to advertising customers is determined exclusively by Messe Berlin GmbH reporting (recorded by the Messe Berlin GmbH Ad Server).

### 3. Online activation of advertising banners and news tickers

For reasons of technical security, liability for damages and deadline requirements of the trade fair organizer, all advertising spaces rented in the Virtual Market Place® are activated or deactivated online exclusively by Messe Berlin GmbH or a company commissioned by Messe Berlin GmbH. Payment for this is included in the rental price.

### 4. Supply of the advertising banners and news tickers

To ensure timely completion, the advertising media must be provided in the specified format no later than the date determined by Messe Berlin GmbH. If the customer fails to supply the required advertising media promptly in the agreed format, Messe Berlin GmbH is discharged from all obligation to provide the service. This does not relieve the customer of his rental payment obligation.

### 5. Advertising agents

All cost quotations, contracts and invoices provided to advertisers by advertising agents must be in line with the currently valid Messe Berlin GmbH price list.

### 6. Terms of payment

The invoice is due for payment in full amount within 14 days upon receipt, unless stated otherwise on the invoice. Payment should be annotated with the invoice and customer number. The full invoice amount is to be paid onto one of the accounts listed on the invoice.

### 7. Granting rights of use

For the purpose of the contract and within the time limits specified in the individual contract, the customer grants Messe Berlin GmbH the non-exclusive, non-transferable, non-sublicensable, worldwide right to integrate the advertising media made available to Messe Berlin GmbH

in the scope of online advertising in the Virtual Market Place®, to present and publish this media, and to transmit and make it accessible to the general public and closed user groups via fixed and mobile communication networks at times and places of its choice for the purpose of simultaneous or successive use, – including on demand – and to reproduce the advertising media for the above-stated purposes. The granting of these rights specifically includes the right to use the advertising media as follows:

- In the scope of telecommunications, teleservices and media services (e.g. online services, electronic push and pull services, e.g. e-mail, SMS, MMS)
- In all digital and analogue transmission and on-demand technologies, particularly via cable, radio, fixed and mobile satellite networks and all microwave systems (particularly GSM, GPRS, UMTS, LAN, WLAN, broadband, etc.)
- In conjunction with all protocols and languages (in particular TCP-IP, IP, HTTP, WAP, HTML, c-HTML, XML etc.)
- In the reproduction, downloading and storage on any receiving devices, in particular stationary and mobile computers, television sets, set-top boxes, (hard-drive) video recorders, mobile phones and Personal Digital Assistants (PDA);

and

- The right to process the advertising media in accordance with the provisions of this contract and to use the results of this processing in accordance with this section (Section 7), and
- The right of database use, in particular the right to record the submitted advertising media and processed versions of this media in machine-readable form and electronic storage of the media in an independent database, to the extent that this is not for the in-house use of the database operator in terms of Section 53 UrhG [German copyright Law].

The above-stated granting of rights also relates in particular to the copyright and performance protection rights relating to the advertising material, the right to personal photographs and rights to name, title, brand and other identifying features.

### 8. Withdrawal from the contract

Messe Berlin GmbH is entitled to withdraw from the contract if, after signing the contract, it is determined that the content and form of the order contravenes fundamental principles of Messe Berlin GmbH (e.g. illegal content) or if Messe Berlin GmbH becomes aware of justified doubts of the creditworthiness of the customer. The customer is not entitled to claim damages in the event of the withdrawal of Messe Berlin GmbH on these grounds. Both the customer and Messe Berlin GmbH are entitled to withdraw from the contract after contract signing, if a period for withdrawal has been agreed in writing and the declaration of withdrawal is effected within this period. If the customer withdraws after expiry of this period, he is obliged to pay the full rental price and all incurred ancillary costs.

### 9. Guarantee of the provider

Within the scope of foreseeable requirements, the provider guarantees best possible reproduction of the advertising items in line with the generally accepted technical standards. The customer is, however, aware that the current level of technology does not allow a program to be created that is completely free of errors. An error in the display of the advertising media is deemed to be deficient if it is caused by any of the following conditions:

- Use of unsuitable display software and/or hardware (e.g. browser)
- A disturbance in the communication networks of other operators
- Third-party computer failure (e.g. of other providers)
- Incomplete and and/or non-updated content on so-called proxies (intermediate storage systems)
- Failure of the Ad Server for less than 24 hours (continuous or cumulative) within 30 days of the start of the contractually agreed placement. In the case of a failure of the Ad Server for more than 20% of the booked time in the scope of a time-linked fixed booking, the customer is released from his payment obligation for the duration of the failure.

If the reproduction quality of the advertising media is inadequate, the customer is entitled to error-free replacement advertising, however

only to the extent that the inadequate quality impaired the purpose of the advertising media. In the event that the replacement advertising is inadequate or the customer cannot be reasonably expected to accept the same, the customer has the right to a price reduction or to withdraw from the order.

The customer is not entitled to claim for inadequate publication arising from concealed deficiencies in the advertising documents. The same applies to errors in repeat advertising placements, if the customer fails to inform Messe Berlin GmbH of the error prior to publication of the next online placement.

The customer has no further guarantee rights. Messe Berlin GmbH must be notified of any deficiencies in writing within 30 days of provision of the service. The guarantee rights are voided if notification is not received within the above-specified period. This does not apply if Messe Berlin GmbH maliciously conceals the defect or has accepted a guarantee for the suitability of the same.

#### **10. Disruptions of performance**

If an order is not carried out for reasons beyond the control of the provider (e.g. programming or technical problems), in particular due to computer failure, force majeure, strikes, legal provisions, disruptions due to third parties (e.g. other providers), network operators or service providers, or for any similar reasons, the order will be carried out immediately after the hindrance is removed. If the service is performed at the earliest possible opportunity, the claim for payment by the provider remains unaffected, unless the restitution of the performance is no longer of interest to the customer and the provider is aware of this. The customer will be informed by the provider of any delay.

Any further claims – particularly claims for damages – are excluded.

#### **11. Liability**

The customer is permitted to advertise only to the benefit of his products – without reference to other companies. The customer is responsible for the content of the advertising and for all information contained therein. All issues related to competition laws, trademarks, copyrights, brands and names are the sole responsibility of the customer and must be clarified prior to placement of the order. The customer exempts Messe Berlin GmbH from any claims by third parties in this regard. The customer also exempts Messe Berlin GmbH from claims made by third parties resulting from any legal violation attributable to the customer or made against Messe Berlin GmbH as a result of the customer's illegal or contractually non-compliant activity.

#### **12. Offsetting, right of retention of payment**

The customer is entitled to offset payment only if his counterclaims have been legally established, are undisputed, or have been recognized by Messe Berlin GmbH. The customer has a right of retention of payment only insofar as his counterclaim is based on the same contractual relationship.

#### **13. Concluding provisions**

Ancillary agreements are not valid unless made in writing. The place of fulfillment and legal venue for both parties is Berlin. In the case of non-commercial traders, this jurisdiction applies only to the reminder procedure. The customer explicitly declares that he has read and understood these conditions and accepts them by his signature on the order. If individual items in this contract are, or should become, legally invalid, this does not affect the validity of the remaining parts of the contract. The invalid provision will be replaced by an appropriate provision from the HGB [German Commercial Code] or BGB [German Civil Code] that most closely approximates the intention of the invalid provision.

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Dirk Hoffmann  
Chairman of the Supervisory Board: Peter Zühlsdorff  
Amtsgericht Charlottenburg [District Court], HRB 5484 B [Commercial Code]