DMEXCO Community – Terms of Use

With the DMEXCO Community (hereinafter referred to as the "Community"), DMEXCO offers a 365-day platform on which various digital events take place at different times.
The Community is organized by Koelnmesse GmbH, Messeplatz 1, 50679 Cologne, Germany (hereinafter referred to as "Koelnmesse").

The terms of use can be viewed, saved, and printed out here at any time.

Participation in the Community and the use of digital content within the Community requires the user's prior consent to the following terms of use.

1. General Terms of Use

The Community and its features shall not be used for purposes other than those intended. Therefore, the Community may only be used to the extent permitted by law and in accordance with these terms of use. If the user violates any applicable German law or these terms of use, we reserve the right to exclude that user from using the Community.

Using the Community does not give you ownership to any copyrights or industrial property rights.

2. Features of the Community

The user becomes a member of the Community by registering in the Community or by registering for a digital event taking place in the Community. Depending on the type of registration, the user has access to various functions of the Community.
The user's registration data is used to create an account in the Community. The user can access his/her data at any time in the Community in the "My Profile" section and change, supplement, or delete it there. The

account gives the user access to the Community. The user can then utilize the account for networking before, during, and after the digital event.

The Community provides the user with access to a 365-day platform. The user can find various digital events on the platform that take place at different times.

We reserve the right to modify, supplement, discontinue, take down, or interrupt operation of these features at any time and without separate notice for any reason, for example to the extent necessary to perform scheduled or unscheduled maintenance work, troubleshooting, or make other changes.
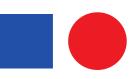
3. Rules of Conduct, User Obligations, Prohibition of Misuse

When using the Community, the user agrees to abide by the basic principles of "netiquette". Anyone who violates these principles may be excluded from using the platform.

Furthermore, the user agrees to provide only complete and correct information in his/her profile.

The user also agrees to keep his/her access data, including passwords, for this Community secret and adequately protect them from unauthorized use. The user must inform Koelnmesse immediately if he/she suspects in any way that there has been any unauthorized disclosure of his/her access data and/or passwords and/or any unauthorized access.

Moreover, the user shall be responsible for ensuring that the content he/she shares on the digital platform (e.g. via links) does not contain any viruses, worms, or Trojan horses. The user shall be liable for compensating

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Koelnmesse for any damages incurred as a result of non-compliance with these obligations due to a fault of the user's own and shall also release Koelnmesse from any claims brought by third parties, including legal fees.

The misuse of Community features is not permitted. This particularly includes the automated reading of data as well as the automated sending of requests or messages to other Community users. The user agrees to refrain from doing anything that could jeopardize or disrupt the functioning of the digital platform. It is also prohibited to distribute illegal content, address people in an inappropriate or discriminatory way, or ask them for private or personal information (e.g. gender, age, or place of residence). It is not permitted to share or disseminate content that violates third-party rights, in particular patent rights, utility model rights, copyrights, trademark rights, design rights, or similar third-party property rights, or other legal regulations, in particular criminal law and youth protection law. Commercial advertising and links to advertising as well as excessively long texts in chat forums are not welcome. In the event of a violation of this, we reserve the right to exclude the user from further using the Community.

4. Liability

Koelnmesse makes no guarantees with respect to the availability, reliability, functionality, or suitability of the Community for the user's purposes. Unless mandatory liability is provided under the German Product Liability Act (Produkthaftungsgesetz), liability shall be excluded due to willful intent, gross negligence, injury to life, limb or health, assumption of a guarantee of quality, fraudulent concealment of a defect, or breach of essential contractual obligations. Essential contractual obligations are those obligations whose fulfillment is essential for the proper execution of a contract and the fulfillment of which the contracting parties may regularly rely on. Damages for breach of essential contractual obligations shall be limited to the foreseeable damage typical for the contract,

provided such a breach is not attributed to willful intent or gross negligence.

5. Termination

The user may terminate the contract for using the Community, including the networking features, at any time without providing reasons by sending an email to datenschutz-km@koelnmesse.de. Koelnmesse also has the right to terminate the contract for use of the Community for just cause. Just cause may include, for example, violation of the provisions contained in Section 3 of these terms of use.

6. Applicable Law

These terms of use are subject to German law. In the event that the user is a merchant as defined by the German Commercial Code (Handelsgesetzbuch), the exclusive place of jurisdiction for all disputes arising from or in connection with these terms of use shall be Cologne, Germany, including all questions relating to the existence, validity, or termination of these terms of use.

7. Severability Clause

Each provision of these terms of use shall be construed separately and independently. If any provision of these terms of use is invalid or unenforceable in whole or in part, the validity of the remaining provisions of these terms of use shall not be affected thereby. In such a case, the provision in question shall only be limited or deleted to the extent strictly necessary and replaced by a valid provision that comes closest to the intended purpose of these terms of use.

Version effective as of: July 2021

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