

General Terms and Conditions of Messe München GmbH for Using the Online Platform BAU Insights

1. Scope

1.1

The following General Terms and Conditions (hereinafter referred to as "GTC") of Messe München GmbH (hereinafter referred to as "Messe München") govern the legal relationships between Messe München and all users who access the online platform BAU Insights (hereinafter collectively referred to as "platform"). The platform offers media services related to the industries covered by the BAU, digitalBAU, BAU China and Interforst trade fairs (hereinafter referred to as "BAU Cluster") regardless of the duration of the respective trade fair.

1.2

Any deviating or supplementary terms and conditions shall have no validity and shall not be accepted by Messe München.

2. Use, registration

2.1

Only users with full legal capacity or acting with the consent of their legal representatives and who are not consumers within the meaning of Section 13 of the German Civil Code (BGB) are entitled to use the platform.

2.2

No registration is required in order to use the basic functions of the platform.

2.3

For the use of personalized functions or the comprehensive view of event-related content, a free registration is required. Registration can either take place directly via the platform or with the single sign-on data stored at Messe München. By registering on the platform, logging in with the existing single sign-on data or with the social media logins provided the user agrees to the validity of the GTC.

2.4

Registered users have the choice of displaying their purchased trade fair ticket in their personal area on the platform, provided it is a trade fair ticket for BAU or digitalBAU. The virtual trade fair ticket entitles the holder to enter the respective trade fair and includes the same scope of services as a Print@Home ticket. The trade fair ticket can only be purchased via the official ticket store of the respective trade fair. To purchase the trade fair ticket, it is necessary to enter the single sign-on data stored at Messe München or to register a new Messe München account. To display the virtual trade fair ticket on the platform, you must either log in with your Messe München login or register with the e-mail address used to purchase the trade fair ticket.

2.5

Anyone who provides truthful, accurate, current and complete personal information in accordance with the registration form (hereinafter referred to as "Registration Data") may register. By registering, a user account is automatically created on the platform.

2.6

In the event of a change in the underlying data, in particular the e-mail address, the user will adjust the registration data without delay. Should Messe München determine that the e-mail address provided by the user is incorrect, Messe München reserves the right to temporarily block the user account, permanently deactivate it or, depending on the severity of the violation, delete it.

2.7

When registering, the user must agree to the validity of these GTC by placing a "check mark" next to the text "I accept the terms of use (GTC)" and then clicking on "Register". The registration is complete when the customer confirms the registration by e-mail (double opt-in).

3. Description of services

3.1

Each user can create a profile as part of the registration process. For registration it is necessary to provide mandatory information. Only after the user has provided all mandatory information, he can use the full scope of services of the platform. Depending on further developments of the platform, the required mandatory information may change.

3.2

The platform includes a profile for registered users. Users can be both exhibitors and visitors to BAU. However, third parties can also register as users on the platform.

The contents of the platform are offered subject to availability. Messe München endeavors to keep the contents available, but accepts no responsibility for any delay, deletion, transmission error, memory failure or Internet outage.

4. Password and security

4.1

The user must set a password as part of the registration process, unless he or she logs in with his or her Messe München Single Sign On or a social media account.

4.2

The user may not allow third parties to use the password and/or access to the platform and must keep his/her password secret from third parties. As soon as the user becomes aware that his password has become accessible to third parties and/or his user account has been misused, he is obliged to change his password and inform Messe München immediately.

5. Responsibilities and obligations of users

5.1

The responsibility for information, data, texts, messages or other materials ("content"), which the user posts, uploads, publishes, sends by e-mail, shares or otherwise forwards or distributes via Neureuter Fair Media GmbH on the platform, lies exclusively with the user.

5.2

The user may not, within the framework of the use of the services:

- Store, publish, transmit, distribute or otherwise violate the rights of third parties, in particular patents, trademarks, copyrights or ancillary copyrights, trade secrets, personal rights or property rights or violate official requirements or agreements with third parties or consumer, competition or advertising law or requirements for special professions or occupational groups;
- Store, publish, distribute and/or transmit content that contains software viruses or other information, files or programs designed or capable of interrupting, destroying or limiting the functionality of computer software or hardware or telecommunications equipment;
- Store, publish, distribute and/or transmit content that the user is not authorized to distribute;
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services;
- Store, publish and/or transmit unsolicited advertising, promotional material, junk or bulk email ("spam"), chain letters, pyramid schemes or other commercial offers;
- Violate national or international laws;
- Collect, process, store or transmit information or personal data about other users without the express consent of the individuals concerned;

5.3

Store, publish or transmit personal data, e.g. name, address, date of birth, etc. of themselves or other natural persons in its content.

5.4

If Messe München becomes aware of content described in Section 2, Messe München is entitled to delete or temporarily block the content after appropriate review. Depending on the severity of the violation, Messe München is also entitled to block the corresponding user account and to exclude the user from using the platform.

5.5

If Messe München incurs costs as a result of a warning issued by a third party due to a violation of section 2 by the user, the user shall hold Messe München harmless from such costs to a reasonable extent.

5.6

Messe München does not guarantee the correctness, accuracy, up-to-dateness or completeness of the content.

6. Limitation of liability and warranty

6.1

Messe München assumes no liability for the uninterrupted or error-free functioning of the platform.

6.2

Messe München does not warrant the compatibility of the services with the user's individual hardware and software equipment.

6.3

Messe München does not guarantee the storage of uploaded content and excludes liability for the loss or destruction of data or content.

6.4

Insofar as users are given the opportunity on the platform to forward to databases, websites, services, etc. of third parties, e.g. by setting links or hyperlinks, Messe München shall not be liable for the accessibility, existence or security of these databases or services, nor for their content. In particular, Messe München shall not be liable for the legality, accuracy, completeness or up-to-dateness of the content of such databases or services.

6.5

Messe München shall be liable without limitation for damages - irrespective of the legal grounds and including liability for legal representatives or vicarious agents - in the event of intent and gross negligence. Messe München also has unlimited liability for damages resulting from injury to life, limb or health. Furthermore, Messe München is liable for damages caused by slight negligence arising from the breach of a material contractual obligation (obligation whose fulfillment is a prerequisite for the proper execution of the contract and on whose fulfillment the contracting party regularly relies and may rely); in this case, however, liability is limited to compensation for the foreseeable, typically occurring damage. Messe München's liability is otherwise excluded.

6.6

The limitations of liability resulting from the above do not apply if Messe München has fraudulently concealed a defect or has given a guarantee for the quality of a product. The same applies to claims under the German Product Liability Act (Produkthaftungsgesetz).

6.7

Insofar as liability is excluded or limited, this also applies to the personal liability of employees, representatives and vicarious agents.

7. Data privacy

Messe München is aware of the sensitivity of personal data and the protection of privacy. Personal data is collected, processed and used in accordance with the statutory regulations. The details can be found in our privacy policy.

8. Copyrights; Industrial Property Rights

8.1

The user assures that he/she has all the necessary rights and licenses to the content that he/she uploads or distributes on the platform.

8.2

After becoming aware of any unlawful use and/or other infringement of rights, Messe München will, after appropriate examination, no longer make the relevant content available for retrieval or, if necessary, delete it.

8.3

The user grants Messe München the rights of use and exploitation to the content uploaded to the platform that are necessary for the provision of the platform. All other rights to the content shall remain with the user.

9. Termination of use of the platform services

9.1

A registered user can terminate his registration by deleting his profile.

9.2

Messe München may be entitled to block or delete a user's registration, in particular if the user violates applicable law or these GTC.

9.3

In the event of deletion of the profile by the user or Messe München, the user's content will be removed from the platform within six (6) months and permanently deleted without further notice.

10. Amendment of the GTC

10.1

In principle, these GTC will not be changed. However, Messe München reserves the right to change these GTC in the future, unless the change is unreasonable for the user. Messe München will notify the user in good time of any changes to the GTC (e.g. on the homepage of the platform or by e-mail). If the user does not object to the validity of the new GTC within four (4) weeks after notification and uses the service again after this period has expired, the amended GTC shall be deemed accepted by the user. Messe München will inform the user in the notification of his right to object and of the significance of the objection period.

10.2

Messe München reserves the right to make changes in the following cases:

- if the change is merely advantageous to the user;
- if the change is purely technical or concerns a process on the platform, unless this has a significant impact on the user;

- insofar as Messe München is obliged to bring the GTC into compliance with applicable law, in particular if the applicable legal situation changes;
- insofar as Messe München thereby complies with a court decision or a supreme court ruling or an official decision; or
- if Messe München introduces additional, completely new services, services or service elements, unless the change is detrimental to the user.

11. Concluding Provision

11.1

Should individual provisions of these GTC be or become invalid, the validity of the remaining provisions shall remain unaffected. Instead of the invalid provision, the relevant statutory provisions shall apply. This applies accordingly to the filling of any regulatory gaps in these GTC.

11.2

The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

11.3

If the user is a merchant, a legal entity under public law or a special fund under public law, Munich shall be the place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship.

11.4

The contract is concluded in German, even if these GTC are offered in other languages, in particular English, in addition to the German version. The GTC and the text of the contract will not be stored separately by us upon conclusion of the contract.

As of: August 2024