

General Terms of Contract of NETWAYS Event Services GmbH

§1 Contracting party

NETWAYS Event Services GmbH (hereinafter referred to as NES), as a subsidiary of NETWAYS GmbH, is the organizer of various events, in particular of training courses and conferences. The copyright for the contents of all events is held by NES.

§2 Scope of application

1. Services of NES are performed exclusively in accordance with the following terms and conditions and the provisions in the applicable price list, unless otherwise agreed upon in writing.
2. The prerequisite for participation in an event of NES is acceptance of the General Terms and Conditions by the customer. Additional agreements as well as changes or additions to the General Terms and Conditions must be made in writing. This also applies to changing the written form requirement.

§3 Services

1. Offers by NES are subject to change and are non-binding. A contract is only concluded upon invoicing by NES, at the latest upon acceptance of the service by the customer.
2. The content and scope of the services owed by NES are derived from the invoice issued by NES excluding other written agreements.
3. NES expressly reserves the right to make changes, especially changes to the conference or training program.

§4 Prices and terms of payment

1. Prices are derived from the invoice issued by NES, otherwise, in the absence of any other written agreement, from the price list current at the time of acceptance of the order.
2. Prices are exclusive of statutory value-added tax applicable at the registered office of NES.
3. Event participants with their registered office outside of Germany must observe the regulations of the European Union regarding value-added tax (reverse charge procedure), and in particular they must disclose their value-added tax identification number to NES without being requested to do so and willingly provide necessary information. In the event of non-compliance, the customer must reimburse NES for the expenses incurred.
4. Payments are due 10 days after invoicing without any deduction. The invoice will be issued after registration by e-mail. Sixty days before the start of the event, the payment period is reduced to 7 days.
5. Remuneration to be paid by the customer for training courses and events is due upon conclusion of the contract, payable without deduction of discount, net cash. Exceptions to this are explicitly listed in the offer.
6. If the participation fee is not paid by the deadline, the organizer can reassign the booked place. In any case, participation in an event is only possible if the participation fee has been paid.

§5 Cancellation by the participant

Registrations can be cancelled up to 60 days before the event. The organizer will charge €100.00 plus VAT for the cancellation. After this date, cancellation by the participant is no longer possible and the full invoice amount must be paid. Substitute participants can be named at any time.

§6 Image recordings as well as sound and video recordings

Some events will be audiovisually recorded and later made available to other participants and also to third parties. In some cases, individual presentations are offered via live stream on the internet. Upon registration the participant agrees to the recordings and the publication thereof.

§7 Product and brand names

Product and brand names mentioned or referred to at the events are usually registered trademarks of the respective companies.

§8 Rights and duties of speakers

1. Speakers declare that their presentation or workshop complies with the guidelines for submission and giving presentations at NES events. This includes in particular the declaration that the software dealt with in the speakers' presentations is freely available as open source software and thus meets requirements such as those set forth in the GPL. Furthermore, it is expressly pointed out that speakers should refrain from presentations that are solely for advertising purposes.
2. NES will receive an abstract (short description) from the speaker regarding all the speaker's presentations or workshops at least 6 weeks before the event begins to prepare the final event program.
3. The speaker declares that its presentation or workshop does not violate the rights (for example copyrights) of third parties and is aware that during the conference image, sound and text recordings will be made. NES may appropriately use these recordings and the presentation slides with a clear reference made to the author (e.g. for downloading on the conference website or for (live) streaming).
4. Speakers receive free participation in the event from NES in return for the presentation(s)/workshop(s). This covers all costs, fees or charges of the speaker. Further claims, in particular reimbursement of travel and accommodation costs as well as loss of work hours, are excluded.

5. NES expressly reserves the right to cancel the presentation. If the speaker is prevented from coming due to illness or force majeure, notification must be given immediately.

§9 Data processing

NES processes orders with the help of electronic data processing. The customer gives its express consent to processing of data that NES has become aware of under the contractual relations and which is necessary for processing of the order. The customer also agrees that NES may use the data received from the business relationship with the customer within the meaning of the Federal Data Protection Act for business purposes of NES.

§10 Changes, postponements and cancellations

1. NES expressly reserves the right to postpone or cancel events for good cause or to change the program at short notice. This applies in particular (not conclusively) to:

- a) Too few participant registrations
- b) Too few speaker registrations
- c) Termination of the location by the owner of the location
- d) Force majeure
- e) Restrictions on events due to pandemic situations

2. If events are postponed, participant registrations remain valid. In case of cancellation, participation fees already paid will be refunded in full.

3. If events are postponed, sponsor packages remain valid. In case of cancellation, already paid sponsorship amounts will not be refunded. If desired, sponsorship packages can be transferred to the next event.

4. In the event of cancellation of the event by the sponsor, sponsoring amounts that have already been paid will not be refunded. If desired, sponsorship packages can be transferred to the next event.

5. If the format of the event is changed (e.g. from an onsite to online conference), participant registrations remain valid. The price difference of a possibly cheaper ticket price will be refunded in this case.

6. If the format of the event is changed (e.g. from an onsite to online conference), sponsor packages remain valid. Adjustments of service and price are possible by arrangement. If desired, sponsorship packages can be transferred to the next event.

§11 Liability

1. Unless otherwise provided for in the following provisions, further claims by the customer are excluded regardless of the legal basis. In particular, NES is not liable for lost profits or other financial losses of the customer.

2. This exemption from liability shall not apply:

- a) if the cause of damage is based on intent or gross negligence on the part of NES or if NES breaches essential contractual obligations through slight negligence.
- b) to bodily injury resulting from a breach of duty and for which NES, its legal representatives or vicarious agents are responsible.

3. The obligation to pay damages is limited in any case to typically occurring damage foreseeable at the time of the conclusion of the contract.

4. If the liability of NES is excluded or limited, this also applies to the personal liability of the employees, workers, staff, representatives and vicarious agents. In any case, the obligation to pay damages for property damage for which NES is responsible is limited to the amount covered by the business and product liability insurance taken out by NES. In individual cases, NES is prepared to inform the customer of the appropriate coverage amount.

§12 Obligations of the customer

The customer warrants that the data provided to NES is correct and complete. The customer agrees to inform NES without delay of any changes in the data and, upon request by NES, to confirm the current correctness of the data again within 15 days of receipt. This particularly concerns the name and mailing address of the customer.

By registering for the conference, the customer agrees to share the data provided to us with the sponsors. The sponsor will approach the customer on site and ask him personally for his consent to scan the QR code on your badge.

§13 General provisions

1. The customer is not entitled to assign its claims from the contract.

2. NES may refer to the business relationship with the customer in the context of references and use them for advertising purposes, unless otherwise agreed upon.

3. The customer agrees to not entice away, hire or employ any permanent employees or freelancers of NES, even up to 2 years after termination of a contractual relationship, or to employ them in their own service or work contract relationships. In the event of a breach of this duty of loyalty, the contractual partner promises NES a contractual penalty, the amount of which is to be determined by NES according to its best judgment. The amount of the contractual penalty shall be based on the severity of the breach and the effective prevention of further breaches. If necessary, the contractual partner shall be entitled to have the amount of the contractual penalty reviewed by the Regional Court of Nuremberg-Fürth for its appropriateness. Other, in particular further claims, are not affected by the contractual penalty. The contractual penalty is not due if NES gives written consent to such a contractual relationship.

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4. The exclusive place of jurisdiction for all disputes arising from this contract is Nuremberg if the customer is a merchant, a legal entity under public law, a special fund under public law or has no place of jurisdiction in Germany. In addition, NES is entitled to sue the customer at the customer's general place of jurisdiction. The law of the Federal Republic of Germany shall apply exclusively to contracts concluded by NES on the basis of these General Terms and Conditions and to claims of any kind resulting from them.

5. In accordance with the provisions of the GDPR the customer is informed that the customer's company or personal data required for the handling of the business relationship will be processed with the aid of EDP.

6. Should provisions of these General Terms and Conditions and/or the contract be or become invalid, this shall not affect the validity of the remaining provisions. Rather, in place of each invalid provision, a replacement provision shall apply that corresponds to or at least comes as close as possible to the purpose of the agreement, as the parties would have agreed upon to achieve the same economic result if they had been aware of the invalidity of the provision. The same applies to incompleteness.

7. NES reserves the right to review these regulations regularly and to adapt them if legally required.