

# **General Terms and Conditions of JMarquardt Technologies GmbH for the use of a MyEASD account for EASD Membership, Annual Meeting Registration, Virtual Meeting and Abstract Submission services via the website Portal m-anage.com**

## **1. Scope**

These General Terms and Conditions shall apply to the services offered by JMarquardt Technologies GmbH (hereinafter referred to as "JMT") to users of a MyEASD account (hereinafter referred to as "Users" or "you") in connection with the use of the web-site Portal m-anage.com. Terms other than these General Terms and Conditions explicitly do not apply. This is also applicable in as far as the User refers to the validity of his own General Terms and Conditions in standardised forms in the framework of confirmation letters and wishes to include them in this way. General Terms and Conditions possibly deviating from these shall not become part of the contract even if JMT does not explicitly object to them.

## **2. Subject matter of the contract**

### **2.1**

JMT operates an online Portal enabling organisers of congresses, fairs or comparable events (hereinafter referred to as "Organizer" and "Congress") to process your registration as an User online, to register to a Congress or to enlist other services according to the Organizers offer. For this purpose JMT makes available server capacities and the necessary software by means of the so-called executive conference interface "m-anage" (hereinafter referred to as "Portal").

### **2.2**

JMT acts as an intermediary in the name and on behalf of the Organiser for the services provided by the Organiser via the Portal. A contract on the offered services is only concluded between the Participant and the Organiser. The Organiser may possibly have his own General Terms and Conditions which govern his services in addition to JMT's own terms. In this case please make sure you have read the Organiser's General Terms and Conditions. The Participant may find name, address and further contact data of the Organiser on the homepage provided by the Organiser and leading to the Portal.

## **3. Account Creation**

### **3.1**

In order to enroll for a conference or to enlist other services you need to create an account via the Portal and must enter your personal data required for the accreditation. JMT edits this data according to valid data protection laws and the Privacy Policy published by JMT on the Portal. You have to choose your own password. You are responsible to keep it secure and prevent misuse.

### **3.2**

The Organizer shall inform you about all other data needed during the account creation process.

## 4. Liability of JMT

### 4.1

JMT points out that it is not possible according to the current state of the art to create error-free software that performs with all kind of applications or is protected against manipulation by third parties. This also applies to the failure of hardware and software.

### 4.2

JMT is liable for all damages it has caused culpably or in a grossly negligent way pursuant to statutory conditions.

### 4.3

JMT is also liable for damages for which it is responsible from the injury to life, body or health. A possible liability according to the Produkthaftungsgesetz (German Product Liability Act) as well as in the scope of § 44 a TKG (German Telecommunications Act) remains unaffected.

### 4.4

JMT is only liable for all remaining damages in the case of a breach of an essential contractual obligation, i.e. an obligation that enables the realisation of the contract according to the rules in the first place and in which adherence you may regularly trusts. The liability, however, is in any case restricted to the loss with which JMT would have to typically reckon under the circumstances known at the time of the conclusion of the contract.

### 4.5

In the case of a delay or impossibility for which JMT is responsible and which does not represent any essential contractual breach, a liability on the part of JMT is excluded if it is merely guilty of slight negligence or the delay or impossibility is based on force majeure or other events outside of its sphere of influence. Moreover, the liability is restricted to the typical, foreseeable damage.

### 4.6

A more extensive liability on the part of JMT is excluded without consideration of the legal nature of the claim lodged. This especially applies to tort liability claims or claims for compensation of futile efforts instead of performance and the liability for any indirect or consequential damages, such as, for example, lost profit.

### 4.7

Insofar as pursuant to this contract tenancy law is applicable, a liability regardless of causality is excluded for initial faults of a rented object.

### 4.8

Damage claims by you become statute-barred after one year. The limitation starts with the origin of the damage claim and your knowledge or grossly negligent lack of knowledge of the claim reasons and infringer; regardless of this, the claim for compensation becomes statute-barred three years after the infringement.

#### 4.9

In so far as the liability of JMT is excluded or limited, this also applies to the liability of its employees, representatives and vicarious agents or other third parties JMT commissions to fulfill this contract.

#### 4.10

JMT retains the right to prevent contents you made available on the Portal and which appear questionable to JMT from being spread on the Portal as soon as it acquired knowledge of this. JMT will immediately inform you of this. The same applies if JMT is requested by third parties to change or delete contents made publicly accessible online because they apparently breach third party rights. In case you can provide evidence that a breach of third party rights is not on hand, JMT will, upon your request, make the contents in question accessible again.

### **5. Right of Withdrawal**

Any right of withdrawal for services of the Organizer is only possible with regard to the Organizer (see clause 2.2).

### **6. Miscellaneous**

#### 6.1

Should individual terms in these General Terms and Conditions be ineffective, the effectiveness of the remaining terms shall remain unaffected. Instead, their place should be taken by a provision coming closest to the commercial purpose as intended initially by the parties.

#### 6.2

The law of the Federal Republic of Germany is valid with the exception of the UN convention on the sale of goods (CISG). The court of jurisdiction for all disputes arising from the contractual relationship is Munich, Germany as far as you are merchant, a corporate body under public law, special assets of the German Federal Government or you do not have your usual domicile in Germany. JMT can also proceed against you at your legal place of establishment.