



# General Terms and Conditions for the Order of Marketing Services as part of the Industry Hubs (As of 11/2024)

**1. Scope**

Messe Frankfurt Exhibition GmbH, Ludwig-Erhard-Anlage 1, 60327 Frankfurt am Main, [www.messefrankfurt.com](http://www.messefrankfurt.com) (hereinafter referred to as "Messe Frankfurt" or "platform operator") provides a website to give users the opportunity to obtain industry-specific information all year round and to stay in touch independently of the regular trade fairs at the Frankfurt exhibition center and worldwide. This website also offers the option of booking so-called marketing services, for which the following General Terms and Conditions ("GTC") apply.

**2. Booking of marketing services and agreement to the General Terms and Conditions**

- 2.1 The bookable marketing services include, for example, advertorials, classic banners, booking of a profile in the supplier directory, webinars and white papers, among other things. To book a marketing service, the booking form must be completed in full and sent electronically. Submission of the completed booking form does not constitute an entitlement to the service. The user will receive a confirmation of receipt from Messe Frankfurt upon submission of the booking form. The confirmation of receipt does not constitute a contract.
- 2.2 By sending the booking form, the user agrees to the General Terms and Conditions. By sending the booking form, the user also declares his consent to receive electronic invoices from the Messe Frankfurt Group in the specified used format.
- 2.3 The option of booking marketing services is aimed exclusively at a specialist audience. The specialist audience is defined as business owners as defined in Section 14 of the German Civil Code (BGB), authorised agents, representatives and/or employees of a company. A business owner is a natural or legal person or a partnership with legal capacity that acts in the course of its commercial or independent professional activity when concluding a legal transaction. By submitting the booking form, the user confirms that they meet these requirements. Messe Frankfurt shall only recognize conflicting or deviating contractual terms and conditions if it expressly consents to their validity in writing.
- 2.4 There is no entitlement to specific marketing services. The platform operator is entitled to change the website and the functions and content provided within reasonable limits if such changes serve to further develop the website or are technically (e.g. to increase availability) or legally necessary.
- 2.5 Messe Frankfurt shall not be liable for any consequences or damages arising directly or indirectly from false, misleading, inaccurate or incomplete information provided in the registration form or other communications by the user; it reserves the right to disregard insufficiently or incompletely filled-out registration forms.

**3. Invoice, conclusion of contract**

- 3.1 In consideration for the marketing service, the user shall pay Messe Frankfurt a fee. For this purpose, an invoice shall be sent to the user. All prices quoted are exclusive of the applicable rate of value added tax and are to be paid in euros.
- 3.2 The contract for the booked marketing service shall be deemed concluded upon Messe Frankfurt's sending of the invoice to the user. The contract shall apply to the scope and for the period booked.

**4. (Cooperation) obligations of the user**

- 4.1 The user is obliged to support and cooperate with Messe Frankfurt to an appropriate extent in the provision of the contractual services. The user shall provide Messe Frankfurt with all the data and documents necessary for the provision of the services free of charge. The documents provided by the user shall be used exclusively for the agreed purpose.

- 4.2 The user shall take the necessary precautions for the implementation of the marketing service, in particular the technical measures required for implementation, and shall provide content and information.
- 4.3 If the user does not fulfil his obligations to cooperate, or does not do so in a timely or sufficient manner, Messe Frankfurt shall be released from its service obligations for this period, insofar as the respective services cannot be provided or can only be provided with disproportionate effort due to the non-fulfilment or insufficient fulfilment of the obligations to cooperate.

## **5. Trademarks and copyright**

- 5.1 All services offered by the platform operator on the website are generally protected by trademark or copyright. Recording, duplicating, distributing or otherwise commercially exploiting these services by the user is not permitted.
- 5.2 The user is obliged to observe the rights of third parties, including those of Messe Frankfurt. In particular, the user is therefore not permitted to:
- a) in connection with the use of the website, to carry out and/or promote actions or distribute content that infringe the rights of third parties (e.g. copyrights, trademark and patent rights, personal rights or data protection rights) or violate applicable legal provisions, in particular the applicable criminal laws, youth protection provisions, data protection laws or competition law provisions;
  - b) to start an automated query, e.g. using scripts, bots or crawlers, search software, by bypassing the search mask or comparable measures (including data mining, data extraction).

## **6. Indemnity by the user**

- 6.1 If the marketing service involves the creation of content (e.g. texts, images, videos), the user is responsible for ensuring that the content is compatible with the rights of third parties. Messe Frankfurt does not conduct its own legal review of the terms or content. Messe Frankfurt is not obliged to conduct a legal review of the content.
- 6.2 The user warrants that he is the owner of all rights necessary for the contractual use of the content, in particular that he holds the necessary copyrights, trademark rights, personal rights and other rights and that he can transfer them to Messe Frankfurt for the purpose of fulfilling the contract or that he can grant Messe Frankfurt these rights in terms of time, place and content to the extent necessary for the execution of the contract.
- 6.3 The platform operator is not liable for third-party content, but merely grants access to these contributions (in particular to advertorials, white papers or participation in webinars, etc.) via the marketing services provided for use. The user is aware that contributions bearing a third-party company name or logo originate from that company and not from Messe Frankfurt.
- 6.4 Should claims be asserted against the platform operator by a third party, a court or a public authority due to culpable conduct on the part of the user, in particular due to a culpable violation of the obligations mentioned in section 4, the user undertakes to indemnify the platform operator from any claims and to bear the costs of legal defense. Messe Frankfurt will inform the user immediately of the assertion of corresponding claims. The user will support Messe Frankfurt to the best of its ability in defending against these claims. If the user fails to meet this obligation within a reasonable period to be set by the platform operator, the platform operator is entitled to settle the third party's claim at its own discretion, taking into account the factual and legal situation as it presents itself to Messe

Frankfurt. The costs of this settlement shall be borne by the user, even in the event that the settlement subsequently proves to be disadvantageous due to information not provided by the user.

## **7. Liability of the platform operator**

- 7.1 The platform operator is only liable for intent and gross negligence as well as for breach of a contractual obligation (cardinal obligation). Cardinal obligations are those that are essential for the fulfillment of the contract and on which the contractual partner regularly relies and may rely. In the event of a slightly negligent breach of a cardinal obligation, the platform operator's liability is limited to foreseeable, contract-typical damages at the time of conclusion of the contract. The platform operator is not liable for slightly negligent breaches of secondary obligations that are not cardinal obligations. In the event of initial impossibility, the platform operator shall only be liable if it was aware of the impediment to performance or its lack of awareness was due to gross negligence, unless it is a matter of a cardinal obligation.
- 7.2 Insofar as the platform operator's liability is excluded or limited, this shall also apply to the personal liability of the platform operator's employees, representatives and vicarious agents.
- 7.3 The above exclusions of liability shall not apply in the event of fraudulent concealment of defects or the assumption of a guarantee of quality, as well as for bodily injury (life, limb, health).
- 7.4 In all other respects, the statutory provisions shall apply, in particular §§ 327d et seq. BGB (German Civil Code) regarding the contractual provision of digital products.

## **8. Contract term, termination, force majeure**

- 8.1 The license agreement for the marketing services shall run for the term specified in the product description.
- 8.2 The right of both parties to extraordinary termination for good cause shall remain unaffected. Good cause shall be deemed to exist in particular if:  
false contact data, such as a false or invalid e-mail address, is used;  
the user is not a member of the specialist audience as defined in section 2.3  
there is a violation of the obligations to cooperate mentioned in Section 4;  
the user is involved in criminal prosecution in connection with his business activities and/or harms other users.
- 8.3 If performance by Messe Frankfurt is not possible or cannot reasonably be expected under consideration of all circumstances due to force majeure or similar events, both parties shall be released from their performance obligation. Force majeure is an external, unforeseeable event that has no operational context and cannot be averted even by the utmost care that can reasonably be expected. Force majeure shall be deemed to have occurred in particular in the event of natural disasters (e.g. earthquakes), war, terrorist attacks, epidemics, pandemics, travel restrictions, official orders, prohibitions/bans, trade blockades, embargoes, shortages of raw materials and lack of transport. A similar event is any circumstance beyond the control of the contracting parties that cannot be averted or foreseen even with the utmost care that can reasonably be expected. Such an event shall be deemed to exist in particular in the event of industrial action and other interruptions or disruptions of operations for which the respective contracting party is not responsible.
- 8.4 Messe Frankfurt shall reimburse any compensation already paid. All other costs incurred by the contracting parties shall be borne by the parties themselves. Claims of the contracting parties for damages due to non-performance, in particular damages for loss of profit, are excluded if the non-performance is due to force majeure or similar events.

**9. Applicable law, place of jurisdiction, severability clause**

- 9.1 The law of the Federal Republic of Germany shall apply. The German text and German law shall be decisive for the interpretation of the General Terms and Conditions and all other conditions.
- 9.2 The contracting parties expressly agree that, insofar as merchants, legal entities under public law or special funds under public law are concerned, Frankfurt am Main shall be the place of performance and jurisdiction for all claims or legal disputes arising from this contract. The same applies if a contracting party has no general place of jurisdiction in Germany.
- 9.3 The place of jurisdiction Frankfurt am Main also applies to the disputed dunning procedure. As soon as the dunning procedure becomes a disputed procedure and a transfer is made ex officio to the court with subject-matter jurisdiction at the debtor's general place of jurisdiction, an application for referral to the court with subject-matter jurisdiction in Frankfurt am Main must be submitted.
- 9.4 Should individual provisions of these terms and conditions be invalid, the validity of the remaining provisions shall not be affected. The contracting parties undertake to replace the invalid provisions with provisions that come as close as possible to the intended purpose of the invalid provision. This also applies to any contractual gaps.