

## Event Participation Terms and Conditions

General conditions of DE-CIX International GmbH for participation in events

### 1. Scope

**1.1.** These terms and conditions shall apply to all contracts pertaining to the participation of business partners (hereinafter „*participant*“) to International GmbH events including its affiliates (hereinafter „DE-CIX “).

**1.2.** These terms and conditions shall implicitly apply to all future contracts described in 1.1.

**1.3.** Differing terms and conditions of the *participant* do not apply. They do not apply even if DE-CIX does not explicitly reject them.

**1.4.** DE-CIX reserves the right to change the terms and conditions at any time. The *participant* shall be informed of these changes in writing. The changes are considered as approved if the *participant* does not object in writing within one month upon the receipt of the letter informing of the changes. DE-CIX shall specifically make mention of this in the letter informing of the changes.

### 2. Conclusion of the Contract/ Information on Distance Selling

**2.1** The registration begins with the click on the registration button on the respective DE-CIX event website containing the event information. The event information noted on this website as well as brochures, invitations or newsletters does not represent a binding offer from DE-CIX. It represents a request from DE-CIX to the *participant* to make a binding offer to DE-CIX with the registration. With a click on the registration button, the *participant* is routed to an order form which is run by the company Swapcard Corporation SAS (Chez Spaces Bonne Nouvelle, 17-21 Rue Saint Fiacre, 75002 Paris, France) for DE-CIX. The *participant* makes his/her offer to the conclusion of a participation contract by clicking on the button „buy tickets“ on the order form. A *participant* makes an effective offer only if all of the required fields on the order form (marked by a “\*” symbol) order were filled out and if these participation T&Cs as well as the business terms and conditions and the privacy policy of the company Swapcard were accepted.

**2.2** Payment is processed via the payment service provider Stripe Payments Europe Ltd., 1 Grand Canal Street Lower, Grand Canal Dock, Dublin, Ireland (hereinafter “Stripe”). Further information on Stripe can be found at <https://www.stripe.com>.

Due to the fact that participation is limited for DE-CIX events, registrations are considered in chronological order of receipt. As long as the number of tickets requested by the *participant* are available for the event selected, the company Swapcard sends a confirmation email to the *participant* as soon as his/her order has been received. The contract becomes effective with the receipt of this confirmation email by the *participant*. Thereafter, an electronic entrance ticket (e-ticket) is sent to the email address provided by the *participant*.

**2.3** With regard to further information on the sending of tickets, the distance selling law and especially the right to cancellation as well as electronic business contracts apply, as do the additional terms and conditions for use of the event platform of the company Swapcard, available at <https://www.swapcard.com/legal>.

### 3. Provision of Service

**3.1.** DE-CIX owes the *participant* in possession of a valid e-ticket the opportunity to participate in the event. The event content, especially the topic, program sequence, date, time and place result from the respective event agenda on the DE-CIX event website.

**3.2.** DE-CIX reserves the right to make changes to the agenda, especially pertaining to the program and the speakers.

**3.3.** The *participant* owes DE-CIX payment of the participation fee.

### 4. Participation Fees, Payment Due Date, Changes to the Participation Fees

**4.1.** The participation fees named in the event agenda and in the confirmation email encompass the delivery of event services within the scope as confirmed by DE-CIX. There are no refunds for services only partially used. All participation fees include sales tax.

**4.2.** The participation fee is immediately due upon receipt of the confirmation email. In those cases when the payment of the participation fee is payable at the event location, the fee is due on the day of the event before the start of the event.

**4.3.** Participation is free for persons who have a promotional code. A promotional code can only be used once.

### 5. Cancellation by the Participant

**5.1.** The *participant* may at any time name in writing a substitute *participant* who will take part in place of the registered person, if the latter cannot attend the event. Regardless, the *participant* has the right to cancel his/her participation to the event in writing according to the following guidelines.

**5.2.** In the event of cancellation of the event participation, the following cancellation fees apply:

- If the cancellation is made up to four (4) weeks before the start of the event, there are no cancellation costs,

- For cancellations less between three (3) and one (1) weeks before the event begins, a cancellation fee of 50% of the event fees applies,

- For cancellations less than one (1) week before the event begins, a cancellation fee of 100% of the event fees applies,

unless the *participant* can prove that DE-CIX incurred little or no loss. The date of receipt the written cancellation notice by email, fax or letter by DE-CIX is decisive. Please send cancellation notes to:

•by letter: DE-CIX International GmbH, Lichtstrasse 43i, 50825, Cologne, Germany

•by fax: +49 (0) 221 7000 48 111

•by email: [events-storno@de-cix.net](mailto:events-storno@de-cix.net)

**5.3.** The *participant* has the right to cancel with a full refund in the case that the event location or date is changed, however, not if the event location change is only a change of buildings within the same locality. Further *participant* claims are excluded unless DE-CIX or DE-CIXs assistant are culpable of willful intent or gross negligence.

**5.4.** For cancellations that necessitate crediting debits or a credit card charge, cancellation fees of 10.00 EUR and 35.00 EUR apply, unless the *participant* can prove that DE-CIX incurred a lower level of loss or no loss.

**5.5.** Participation fees are refunded within fifteen (15) business days after the scheduled date of the event.

**5.6.** The aforementioned cancellation conditions do not pertain to the exercise of the *participant*'s legal right to cancellation.

## 6. Event Cancellation by DE-CIX / Change of location (building) / Participant excluded from Participating

**6.1.** DE-CIX reserves the right to cancel events due to a small number of *participants* up to two (2) business days before an event begins.

**6.2.** Moreover, DE-CIX reserves the right to cancel the event for compelling reasons – including sickness of the speaker – as well as cases of force majeure – including war, fire, bad weather, burglary, and strike.

**6.3.** In case of a cancellation for the reasons mentioned in the above paragraphs, DE-CIX will offer the *participant* either an alternative date or a full refund of the already paid participation fees. Further *participant* claims are excluded unless DE-CIX or DE-CIX's assistant are culpable of willful intent or gross negligence.

**6.4.** DE-CIX reserves the right to move the location of events within the originally announced locality without naming a reason. DE-CIX will in this regard notify the *participant* at the latest three (3) business days before the event begins in writing. This does not apply to short term building changes due to circumstances not caused by DE-CIX as well as circumstances of force majeure.

**6.5.** DE-CIX reserves the right to exclude a *participant* who repeatedly disturbs the order of the event from further participation. In this case a refund is not paid unless DE-CIX or DE-CIX's assistant is culpable of willful intent or gross negligence.

**6.6.** In justified cases, DE-CIX reserves the right to refuse the participation in this event (e.g. conflict of interest). Contrary provisions shall not apply in this case.

## 7. Copyrights

DE-CIX reserves all rights to event documents (regardless in which form), translations, copies and reprints, as well as excerpts. The event documents may not be reproduced, processed, copied, distributed or made public – even just excerpts – without prior written permission from DE-CIX.

## 8. General Liability Provisions / Statute of Limitations

**8.1.** As long as it is not mentioned otherwise hereafter, DE-CIX is only liable for damages if the loss was caused by DE-CIX or one of its representatives or one of its assistants with willful intent or gross negligence. As far as hereafter the liability is effectively excluded or limited, this also applies to the personal liability of employees, other employees, entities, representatives, and assistants.

**8.2.** DE-CIX is liable for breaches of assumed responsibility. DE-CIX only assumes responsibilities if they are defined in writing as such.

**8.3.** DE-CIX is liable without limitation for negligent, grossly negligent or intentionally caused damage to life, body, or health.

**8.4.** Should DE-CIX negligently not fulfill a cardinal duty or a duty crucial to the contract, it is liable to pay damages for, foreseeable and typical losses for this type of contract, the maximum limit being the contract value.

**8.5.** DE-CIX is not liable for performance impairment resulting from circumstances of force majeure, especially from lawful internal industrial action and natural catastrophes.

**8.6.** A liability for late remedies or removal of deficiencies is only given if the *participant* points them out in a timely manner and if the *participant* gives DE-CIX or its vicarious assistant or assistant the actual opportunity to remove the given deficiency.

**8.7.** Above and beyond delivering the event services owed, DE-CIX is not responsible for goals set by the *participant* when entering the contract, especially goals set by the *participant* resulting from visiting and attending the event.

**8.8.** All claims against DE-CIX are subject to a statute of limitation within one (1) year after the *participant* became aware of the loss. Liability claims arising from loss caused by negligence are excluded. In these cases and when the *participant* is a consumer, the legal statute of limitations applies.

## 9. Privacy Protection

9.1. DE-CIX takes the protection of *participant's* personal data very seriously and in this respect strictly complies with the regulations of the EU General Data Protection Regulation (GDPR) and of the German Federal Data Protection Act (BDSG (new)). DE-CIX collects, processes and uses the personal data of event *participants* (name, email address, postal address, and telephone number), insofar as this information required for the signi, definition of content, implementation or amendment of this agreement. The legal basis for this is Art. 6 Para. 1 lit. b) GDPR. The data collected for concluding this agreement will be stored for the period of time required by law or, when applicable, for the term of contractual guarantee and warranty rights. At the end of this period, DE-CIX retains information regarding the contractual relationship, as required by trade and tax law, for the legally determined period of time. For this period of time (generally ten years from the conclusion of the contract) the data will only be processed again in the event of an audit by the taxation authority.

9.2. For the purposes of carrying out and optimizing the event, personal information pertaining to the participant is forwarded to the company Swapcard Corporation SAS (Chez Spaces Bonne Nouvelle, 17-21 Rue Saint Fiacre, 75002 Paris, France), which organizes the ordering and billing for the event on behalf of DE-CIX. DE-CIX has signed a data processing agreement with Swapcard. The legal basis for the aforementioned processing of data is the existing contractual relationship between the *participant* and DE-CIX, according to Art. 6 Para. 1 lit. b) GDPR.

9.3. DE-CIX processes the personal data of participants for marketing purposes. The GDPR pronounces such data processing as conceivable in principle and as a legitimate interest, on the basis of Art 6 Para. 1 f) GDPR. The duration of data storage for marketing purposes does not follow a rigid doctrine and is oriented around the question of whether the storage is necessary for addressing the marketing.

9.4. DE-CIX processes the participant's e-mail address, in order to send (separate to the current agreement) a specific consent form to receive information regarding DE-CIX's own, similar goods or services. **The participant can withdraw consent for this use of his/her email address at any time with effect for the future by email to [datenschutz@de-cix.net](mailto:datenschutz@de-cix.net) or through the use of the "Newsletter unsubscribe" link in every email. No costs are incurred for this other than the transmission costs at basic tariffs.** Insofar as the *participant* has withdrawn consent, the respective contact addresses will be blocked for further data processing for marketing purposes.

9.5. The *participant* has the right to demand at any time information regarding the *participant's* personal data stored by DE-CIX, the correction of mistakes and the completion of correct data, the deletion of stored data, the limitation of the processing of the data, and data portability, in accordance with Art. 20 GDPR. Furthermore, the *participant* has the right to complain to a supervisory authority and the right, for reasons that arise out of its special situation, at any time to withdraw consent for the processing of his or her personal data being undertaken on the basis of Art. 6 Para. 1 lit e) or f) GDPR; this is also the case for

profiling based on this provision. For any questions regarding data protection, *participants* can contact our Data Protection Officer by email at [datenschutz@de-cix.net](mailto:datenschutz@de-cix.net).

9.6. Moreover, the DE-CIX Privacy Policy applies. This can be found at [www.de-cix.net/en/privacypolicy](http://www.de-cix.net/en/privacypolicy).

## **10. Written Form, Contract Language, Partial Nullity**

**10.1.** Possible subsidiary agreements to this contract may not be made. Any amendments or additions to this contract require written form to be effective. Abandoning or changing the written form also requires the written form. The validity of oral agreements is explicitly excluded.

**10.2.** If these T&Cs are made available to the *participant* in a language other than German, only the German text shall prevail in the event of translation and interpretation differences. Translations into other languages are for ease of comprehension only.

**10.3.** Should one or more conditions within these terms and conditions or a condition within the framework of other agreements be void or become void, it shall not affect the validity of all other conditions or agreements. The parties to the contract in this case pledge to partly or entirely replace the void or unexecutable condition with a valid and executable condition which partly or entirely comes closest to the set DE-CIX economic goal of the partly or entirely void or unexecutable condition. The same applies in case of gaps.

## **11. Applicable Law, Place of Jurisdiction**

**11.1.** This contract is in regard to its creation and all of its effects subject exclusively to the laws of the Federal Republic of Germany. CISG is excluded.

**11.2.** If the *participant* is a businessperson and if he/she enters into this contract within the framework of his/her business or employment activity, or if he/she is a legal person governed by public law or a public entity with special funds, the place of jurisdiction for any disputes arising from claims of either one of the parties to this contract shall be exclusively Cologne. DE-CIX reserves the right to take legal action against the *participant* at his/her place of general jurisdiction.

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