

General Terms and Conditions of Use for Providers of the Online Platform medteclive.com

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1. Platform operator

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2. Preamble

Hereinafter, MedtecLIVE GmbH shall be referred to as MedtecLIVE or the operator, and the contractual partner shall be referred to as the provider. The online platform combines several functions that are available to the provider through the purchase of various participation options. Upon purchase of the participation options, the functions contained therein shall be activated for the provider.

3. Registration

3.1 By submitting the completed electronic registration form or via the personal publisher area of the online platform, the provider orders services in accordance with the service description valid at the time of ordering. After registration, the provider will receive a confirmation of receipt of registration. The registration is a contractual offer to the operator and cannot be subject to conditions or reservations; in particular, requests for specific partial services of a package (e.g. credits for content or logo in the hall plan/on the home page) do not constitute a condition for participation. Any reservations or conditions included in the registration require written confirmation by the operator to be effective. The chronological order in which registrations are received is not the sole determining factor for the allocation of services.

3.2 Admission / Confirmation of participation

The operator shall decide on the admission of the applicant and the items registered to the online platform by confirming participation in writing or text form (e.g. e-mail) by the operator itself or by its service provider conteo AG, which is responsible for the technical implementation of the online platform. The contract shall come into effect upon admission and thus confirmation of participation. There is no legal entitlement to approval.

If a provider has already failed to meet its financial obligations to the operator once or has not met them on time, this provider may be excluded from approval.

3.3 The general terms and conditions of use for providers of the online platform are bindingly accepted by the provider upon online registration. Registration is binding for the provider. The contractual relationship begins upon written confirmation by the operator and ends after the term specified in the service description of the booked service, without the need for written notice of termination.

4. Services provided by the operator

The provider has the option of choosing between several participation options. Their contents can be found in the service description of the participation options. After conclusion of the contract and full payment of the participation fee, the provider will receive access to their booked participation options.

5. Withdrawal from registration and partial cancellation of services

If the provider cancels the booked services or does not make use of them, they are generally not entitled to a full or partial refund of the participation fee paid. The provider is entitled to cancel the contract between them and the operator free of charge up to 14 days after receiving confirmation of participation.

6. Termination

The contractual relationship begins upon confirmation by the operator or its service provider conteo AG and ends after the term specified in the service description of the booked service, without the need for termination. The provider's virtual exhibitor profile can be found on the platform for at least the duration specified in the service description and can be updated by the provider at any time. The posts published at the time of expiry of the booked package remain visible on the platform and are not deleted. Any unused services of a booked participation package do not lead to a reduction in the price of the respective booked participation package.

7. Obligations of the provider

7.1 The provider is responsible for ensuring that the technical requirements for participation in the online platform are met. The operator can only provide technical support if the provider has the necessary infrastructure.

7.2 The provider is solely responsible for their own virtual presentation. They must ensure that they have the rights to use all content on the virtual site (e.g. texts, graphics) and that no copyrights or other rights of others are infringed. The provider indemnifies the operator against any claims by third parties of any kind arising from an infringement of industrial property rights and/or copyright infringement.

7.3 The provider shall choose a secure password, keep it secret and treat it as confidential. The provider shall not transfer their account and user data to third parties.

7.4 For the purpose of promoting the online platform, the provider permits the operator to use its logo/company name, even if these are protected by trademark law.

7.5 The provider undertakes not to publish or distribute any illegal, misleading, discriminatory or fraudulent content on the online platform. Only content relating to medical technology and related topics may be published.

8. Costs of participation as a provider and payment terms

The costs for the respective participation options and the defined contract term can be found in the service description. All prices are exclusive of statutory VAT. Invoices are due on the date specified on the respective invoice and are payable without deduction. All payments must be made in EURO, quoting the invoice number, and free of charges.

9. Availability of the online platform

The operator reserves the right to suspend or terminate the online platform or any part thereof if compelling reasons so require.

10. Advertising/Prohibited content

Advertising of any kind is permitted on the online platform only for products and/or services manufactured or distributed by the provider.

11. Licence for MedtecLIVE

In the contractual relationship between the provider and the operator, the provider is the owner of the content and information that the provider transmits to the online platform or publishes there, and grants the operator and its affiliated companies the following non-exclusive licence: The worldwide, transferable and sublicensable right to use, copy, modify, distribute, publish and process information and content provided by the provider via the online platform without further consent from the provider or notification and/or compensation payment to the provider or third parties.

12. Liability, insurance, accident protection

The operator shall only be liable without limitation in cases of intent or gross negligence and for damages resulting from injury to life, limb or health. In all other cases, the operator shall only be liable

- in the event of a breach of cardinal obligations. Cardinal obligations are obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the provider may regularly rely.
- to the extent that the operator is legally obliged to take out liability insurance or this is customary.
- to the extent that the operator has claimed a particular degree of trust for itself or holds a qualified position of trust.

In such cases, however, the operator shall only be liable for foreseeable damage typical for this type of contract (i.e. generally not for consequential damage) and even then only up to a maximum of EUR 100,000 per claim. The limitation of liability shall only apply to entrepreneurs, legal entities under public law and special funds under public law. Otherwise, liability for simple or moderate negligence is excluded. This limitation of liability also applies to the conduct of the operator's vicarious agents and assistants. In particular, the operator does not assume any warranty or guarantee with regard to the online platform and does not guarantee that the services will be uninterrupted or error-free.

13. Place of performance, place of jurisdiction

The place of performance is Nuremberg. This also applies to the place of jurisdiction if the provider is a merchant or a legal entity under public law or does not have a general place of jurisdiction in Germany. The operator is also entitled to sue the provider at its general place of jurisdiction. The business relationships between the operator and the providers are subject to the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.

In the event of discrepancies between the original German version of these Terms of Use and a foreign-language translation, the German version shall take precedence.

14. Privacy notice

Personal data is processed by the operator as the responsible body within the meaning of data protection law and, where applicable, by its service providers in compliance with the relevant data protection regulations for the purpose of supporting and informing providers and interested parties and for processing the services offered (legal basis: Art. 6(1)(b) EU GDPR). In many cases, service providers support the operator in fulfilling its tasks, e.g. sending newsletters, sending e-mails, payment processing, order processing, credit checks, web hosting, data maintenance and analysis. All service providers have been carefully selected and the necessary data protection agreements have been concluded with all service providers. Personal data is processed by the operator's service providers in compliance with the relevant data protection regulations for the purpose of supporting and informing providers and interested parties and for processing the services offered. When you use the online platform, your company and user profile data will be made available to other users and providers of the online platform in accordance with the contractual services.

In accordance with the principle of data minimisation and data avoidance, only data that is absolutely necessary for the purposes stated will be processed. Personal data will, of course, be treated confidentially and protected as best as possible by appropriate security measures.

Please note that the above-mentioned personal data will also be forwarded to conteo AG, the service provider responsible for the technical implementation of the online platform and the release of content, insofar as this is necessary for the proper operation of the online platform.

Where required by law, the relevant data processing agreements have of course been concluded.

Personal data may also be stored after termination of the contractual relationship if this is necessary to safeguard the legitimate interests of the operator, for example to document contractual relationships, to ensure the traceability of platform activities or to establish a knowledge/industry platform. Every provider has the right to lodge a complaint about this data processing with the competent data protection supervisory authority and, under the legal requirements, may request information, correction, deletion or restricted processing, object to the processing or assert their right to data portability.

MedtecLIVE GmbH or its data protection officer will be happy to answer any questions you may have. Further information on data protection, in particular on how to contact us, can be found at www.medteclive.com/en/data-privacy

15. Use of data for advertising purposes

The operator is interested in maintaining customer relations with its providers and sending them information and offers about its own similar events and services. Therefore, the data submitted with the registration (company name, address, telephone/fax number and email address) will be processed by the operator in order to send relevant event-related information and offers by email in accordance with Art. 6 (1) lit. f EU GDPR.

The use of data for direct marketing purposes may be objected to at any time by contacting the operator; this also applies to profiling insofar as it is related to direct marketing. Once an objection has been made, the data will no longer be processed for this purpose. The objection can be made informally without giving reasons and without incurring any costs other than the usual transmission costs according to the basic rates.

Further information on data protection, in particular on exercising your rights as a data subject and on how to contact us, can be found at www.medteclive.com/en/data-privacy

16. Severability clause

Should any provisions of these Terms of Use be partially invalid or incomplete, this shall not affect the validity of the remaining provisions or the contract as a whole. In this case, the parties undertake to replace the invalid provision with a provision that comes as close as possible to the economic purpose pursued by the parties, or to fill the gap with a provision that comes as close as possible to the economic purpose pursued by the parties.