

# MEA Terms of Service (ENG)

- a) The Mobile Event App (hereinafter "Platform") app is a mobile application provided to users by plazz (hereinafter "Provider"), registered in the Commercial Register # (HRB 505688) via the app stores or a web app.
- b) The Platform enables companies, associations, organizers or groups to centralize and design the organization and communication of their employees, participants or users.

## Registration

- a) To open a user account, the user must provide a valid email address and a unique password, and the confirmed registration will be sent to the specified email inbox.

As soon as the user logs into the app for the first time with the user account he created, he will automatically be asked to set a new password. The new password should be assigned thoughtfully by the user so that it is not easy to track. Therefore, it must contain at least one number and one special character.

Once the account is activated and a new password has been assigned, the user has access to the platform.

## Changes to the terms of use and the scope of services of the app

- a) The provider reserves the right to change the terms of use within reason for the user and only with effect for the future. The User will be expressly informed of any changes to the Terms of Use via the App and asked to agree to any changes to the Terms of Use. The user must observe the current version of the terms of use.
- b) Furthermore, the provider reserves the right to expand, shorten or change functionalities of the app at any time at its own discretion. This is because the rapid development of the Internet in particular makes it necessary for the Provider to make technical and content-related adjustments to the App from time to time.
- c) Since the App is a service for all Users and all Users are to be treated equally, further use of the App by the User is not permitted in the event of a conflict with the amended Terms of Use or the amended App.

## Rights of use and data usage

- a) The user receives the free, non-exclusive, non-transferable and non-sublicensable right to use the app in accordance with these terms of use.
- b) The Provider protects the User's personal data and uses it exclusively to the extent that this is legally permissible or the User has consented to its use; the User can find more detailed information on this in the privacy policy, which is available via the App and the website. The User grants the Provider the non-exclusive, transferable and sublicensable right of use, unlimited in time and content, to other data, in particular technical data, which either has no personal reference or whose personal reference has been removed (anonymized data).

## Unauthorized use, terms of use of third-party providers

- a) When using the app, copyrights, name rights, trademark rights and other rights of the provider and third parties (in particular personal rights) must be observed. The contributions, contact data and photos of contact persons and media contacts made available via the app are also protected. The retrievability of the information contained in the app does not grant a license or any other right of use. Users are prohibited from using the app in violation of these terms of use or legal provisions. The user must refrain from any misuse of the app, in particular he/she may not integrate the app or parts thereof into other websites, neither private nor commercial, or use the app commercially.
- b) This app also offers functionalities of third-party providers, which are subject in particular to the terms of use of the providers listed below, the users can find these terms on the following pages:

The provider does not adopt these contents made accessible by the respective providers via the aforementioned internet addresses as its own and is therefore not responsible for them.

## Scope of services

- a) The Provider shall ensure the smooth operation of the App. On the other hand, the provider cannot guarantee that the app will function without technical errors at all times or that the communication network required for data transmission will be available.

## Provider Responsibility and Liability

- a) If any advice or recommendation is given in the Provider's App, the Provider shall not be liable to compensate for any damage resulting from following the advice or recommendation, without prejudice to liability arising from a contractual relationship, tort or any other legal ground provision.
- b) In all other respects, the Provider shall be liable in accordance with the following provisions:

1. As far as the provider is liable for damages caused by slight negligence due to legal regulations, the provider's liability is limited. In this case, liability exists only in the case of breach of essential contractual obligations. This liability is also limited to the typical damage foreseeable at the time of conclusion of the contract.
2. The personal liability of the legal representatives, vicarious agents and employees of the provider for damages caused by them due to slight negligence is excluded. For damages caused by them through gross negligence, with the exception of legal representatives and executives, the limitation of liability provided in this section for the provider shall apply accordingly.
3. The limitations of liability in this paragraph shall not apply in the event of injury to life, limb or health. Irrespective of any fault on the part of the supplier, liability shall remain unaffected in the event of fraudulent concealment of a defect, from the assumption of a guarantee or a procurement risk and in accordance with the Product Liability Act.

#### **Warranty**

- a) The provider makes every effort to ensure that the contents of the app are up-to-date and correct. However, no guarantee can be given for the completeness, correctness, up-to-dateness and constant availability of the app.
- b) Since the app is provided to the user free of charge, any liability for defects of the app is excluded, except in case of intent or fraudulent concealment of a defect.

#### **Applicable law, place of jurisdiction**

- a) The exclusive place of jurisdiction for all claims arising from and in connection with the App is Erfurt, Germany.
- b) If the User is a consumer, the Provider may only sue the User at the court of the User's domicile or habitual residence; the User may sue the Provider at any legally permissible place of jurisdiction in addition to the court responsible for the User's domicile or habitual residence.
- c) All disputes arising from or in connection with the App and these Terms of Use shall be governed exclusively by the laws of the Federal Republic of Germany; application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. If the user is a consumer, the law of the country in which the consumer is domiciled or habitually resident at the time of conclusion of the contract shall apply.

#### **Severability clause**

- a) Should any of the above terms of use be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provisions shall be replaced by such provisions that come closest to the economic purpose of the contract while reasonably safeguarding the interests of both parties.

#### **Settlement of disputes**

- a) The provider is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.