

General Terms of Use for the virtual campus and real digital Events on the NEYROO Hub

NEYROO GmbH, Richard-Byrd-Straße 21, 50829 Cologne, Germany (hereinafter the **Provider**) offers companies (hereinafter the **Organiser**) the provision of a virtual campus (hereinafter "**V-Campus**"). V-Campus is an information hub that provides Users with information centrally. The V-Campus can also be used as a basis for real-digital events (hereinafter "**RD-Event**"). It serves as a connecting link for user's access to livestreams, chats and other communication or interaction tools. Depending on the scope of the specific assignment, the Provider accompanies the Organiser in all steps from planning to implementation to the evaluation of the event.

The V-Campus or RD-Event (hereinafter referred to as "**Event**") can only be visited virtually by visitors (hereinafter referred to as **Users**). Depending on which area the User enters, admission for Users may be free of charge or may be subject to an "admission fee".

The event shall be held in accordance with the following Terms of Use.

1. Parties using the V-Campus or RD Events

1. The Terms of Use apply to the following Contracting Parties:

Provider: NEYROO GmbH, Richard-Byrd-Straße 21, 50829 Cologne, represented by the managing directors Björn Schaper and Daniel Moj

Organiser: The Organiser is free to design the V-Campus or the RD-Event based on the possibilities provided by the Provider.

User: External visitors who have registered to participate in the event in accordance with the conditions set out in this contract. Users must be at least 18 years old.

2. If a contract is concluded on the basis of these Terms of Use, the following provisions shall also become part of the contract:
 - The "Data Processing Agreement" according to which the Provider processes personal data on behalf of and under the instructions of the Organiser.

2. Subject of the Terms of Use

- 2.1. These Terms of Use regulate the rights and obligations for the Organiser and the Users to visit the event.
- 2.2. The subject of these Terms of Use is the granting of a User licence by the Provider for visiting and using the V-Campus or RD-Events. The use of the V-Campus or RD-Events is licensed for single/multiple events and can be used after the purchase from the beginning of the event until its end. The event can be organised live and

on-demand. On-Demand means that the V-Campus can still be visited - but there are no more live chats and all streamed content can be accessed as recordings in a media library for the agreed period of use. Within V-Campus or RD-Events, there are various features where data (media, personal data) can be exchanged. The exchange of data can be done by uploading to as well as by downloading from the platform. Within the V-Campus or RD-Event, the Organiser can be connected with the Users for chat and video calls.

3. Conclusion of contract

- 3.1. The sending of product offers by the Provider does not constitute a binding offer. If the Organiser orders the services offered therein, the Provider is entitled to accept this contractual offer of the Organiser within 14 days. The acceptance of the offer is effected by an order confirmation of the Provider by email or alternatively by other conclusive action.
- 3.2. If the contract is concluded online, a binding offer of contract is made by clicking on the order button. The contract is concluded by the subsequent written order confirmation by e-mail from the Provider.
- 3.3. These Terms of Use shall become an integral part of the Contract as declared in the Offer, unless a complete waiver of these Terms of Use, including all other terms and conditions set forth herein, has been expressly declared in writing.
- 3.4. The User accepts these General Terms of Use by visiting the V-Campus or RD-Events.

4. Duties and obligations of the Provider

- 4.1. The Provider makes the V-Campus available and grants the rights of use to the Organiser and User.
- 4.2. The event may be held at any time as specified by the Organiser. Force majeure such as wars, natural disasters, pandemics, etc., which make it particularly difficult for the Provider to provide its services, shall entitle the Provider to make up the event at a later date. However, maintenance, security or capacity issues as well as events that are beyond the control of the Provider and cannot be foreseen (such as strikes, disruptions of public communication networks, power failures, etc.) shall also be considered force majeure. Even if there are short-term disruptions or temporary discontinuation of services in connection with the event due to software and hardware faults, in particular also of the software and hardware and IT infrastructure of the Provider, the Provider is entitled to make up for its performance at a later date. In this case, the Provider guarantees an availability of the event of 99% during the period of the event. T
- 4.3. In providing the Services, the Provider may use third party networks, facilities and technologies that are not owned or controlled by the Parties.
- 4.4. The Provider is entitled to remove content from the event without prior notice if it is illegal. The Provider also reserves the right to reject Organisers if they present criminal content. However, an Organiser or User may also be excluded from an event in the case of pornographic content, content glorifying violence or content that violates the free democratic basic order. If the Organiser draws the Provider's

attention to illegal content, the Provider will check this immediately and remove it if it is illegal.

4.5. The Provider reserves the right to make changes to the implementation of the event at any time for technical, legal, data protection or other reasons.

5. Duties of the Organiser

5.1. The Organiser undertakes to use the services provided by the Provider only in accordance with these Terms of Use.

5.2. The Organiser undertakes in particular,

5.2.1. insofar as it is possible for him to check the performance of the Provider and to report faults to the Provider without delay,

5.2.2. not to misuse the access possibilities to the services offered by the Provider and to refrain from illegal and/or unlawful actions,

5.2.3. to refrain from the attempt,

- to enable other persons/companies to misuse the event, in particular to grant third parties who are not organizers or users access to the event;;
- to distribute and/or make accessible criminal content of any kind, in particular pornographic content, content glorifying violence or content that violates the free democratic basic order, within the event;
- to offer or distribute copyrighted content without authorisation;

5.3. The Organiser confirms that he has the rights to images, content, texts, videos, etc. that he makes available to the Provider in order to present them within the framework of the event. The Organiser undertakes not to use any intellectual property (in particular trademarks, designs, copyrights) of third parties within the event without being entitled to do so. The Organiser shall indemnify the Provider against all justified claims by third parties due to the illegal use of third-party intellectual property.

5.4. The Organiser is prohibited from making changes to the services or products of the Provider. In particular, no trademark or copyright marks may be removed, altered or suppressed.

5.5. If the Organiser wishes to use designs, features, exhibition stands, etc. that are associated with the Provider's event outside the event, he must obtain the written consent of the Provider before using them.

5.6. The Organiser has the option of integrating external websites into the event. If this option is used, the Organiser is solely responsible for these external websites.

5.7. The Organiser is prohibited from passing on his login data to third parties. He must keep the login data and passwords secret.

5.8. The Organiser undertakes to comply with the statutory provisions - in particular the German Federal Data Protection Act (BDSG) and the General Data Protection Regulation (GDPR) - when processing personal data. Insofar as the Organiser does

not issue any further instructions, the Provider shall implement a privacy policy that provides information on all data processing procedures that necessarily arise in the course of the event.

If the Organiser wishes to use the Users' data for further processing activities, he is obliged to supplement and adapt the privacy policy at his own expense. The Provider can support the Organiser in adapting the privacy policy. The specific type of support and any costs incurred for this shall be agreed separately between the Organiser and the Provider. Costs for external legal advice shall be borne by the Organiser. At the request of the Organiser, the Provider shall prepare a separate offer for the assessed expenditure and submit it to the Organiser in advance for approval.

According to the privacy policy, the Organiser is responsible for the processing of all personal data collected in the context of its event.

6. Duties of the Users

6.1. The User is obliged to use the services provided by the Provider only in accordance with these Terms of Use.

6.2. It is the User's responsibility to ensure that he meets the technical requirements for attending the event.

6.3. The User is also obliged in particular to,

6.3.1. check the performance of the Provider, as far as possible for him and to report faults to the Provider without delay,

6.3.2. not misuse the access possibilities to the services offered by the Provider and to refrain from illegal and/or unlawful actions;

6.3.3. to refrain from the attempt,

- to enable other persons/companies to misuse the event, in particular to grant third parties who are not organizers or users access to the event;
- to distribute and/or make accessible criminal content of any kind, in particular pornographic content, content glorifying violence or content that violates the free democratic basic order, within the event;
- to offer or distribute copyrighted content without authorisation.

6.3.4. The User is prohibited from making changes to the services or products of the Provider. In particular, the User may not remove, change or suppress any trademark or copyright marks.

6.4. When applying for access to the event, the User undertakes to provide true and complete data (first name, surname, email address, company name) as well as further voluntary information depending on the event. Optionally, further data can be requested, which the User can answer voluntarily. The User undertakes to inform the Provider immediately by email of any future changes to the information provided.

- 6.5. The User is prohibited from disclosing his personal login data to third parties. The User must keep the login data and passwords secret.
- 6.6. The Provider is to be exempted from all claims by third parties that are based on a culpable violation by the User of the obligations contained in this User agreement. If the User has recognised or should have recognised a violation, he/she must inform the Provider immediately.

7. Use of references

- 7.1. The Provider is entitled to make media files (in particular photos and videos) of the event and to use these as references.
- 7.2. For this purpose, the Organiser grants the Provider a simple right of use to all content brought in by him in connection with the event exclusively for the purposes of marketing. In this regard, the Organiser is aware that in the event that it uses intellectual property, such as brands, designs or copyrighted material in the design of the event, this may also be shown as part of the references.
- 7.3. The Organiser may revoke this permission in whole or in part in writing prior to the event.

8. Terms of payment

- 8.1. The terms of payment between the Provider and the Organiser shall be governed by the respective framework agreement or individual order.

9. Warranty

- 9.1. The Provider points out that it is currently impossible to create software that functions error-free in all applications and in all combinations at all times. This applies in particular when it comes to the use of different hardware and software components.
- 9.2. Defects in the software must be reported by the Organiser and/or any exhibitors immediately after they are discovered. If the Organiser is a merchant, § 377 of the German Commercial Code (HGB) shall apply accordingly.
- 9.3. The Organiser shall only be entitled to withdraw from the contract or reduce the price if a defect is significant and cannot be remedied by other solutions. Withdrawal is excluded in the case of a minor defect.
- 9.4. The User is entitled to the statutory warranty rights.

10. Liability

- 10.1. The Provider is liable:
 - if the damage was caused by intent or gross negligence on the part of the Provider, its representatives or vicarious agents;
 - if damage is caused by simple negligence, insofar as this negligence relates to the breach of essential contractual obligations, compliance

with which is of particular importance for the achievement of the purpose of the contract ("cardinal obligations"). "Cardinal obligations" include such obligations whose breach would jeopardise the purpose of the contract and on whose fulfilment the contractual partner may therefore legitimately rely. However, liability shall only be assumed insofar as the damages are typically associated with the contract and are foreseeable;

- if the damages consist of injury to life, body and health;
- if the Provider provides a guarantee;
- if a defect is fraudulently concealed by the Provider;
- in cases of mandatory legal liability, in particular under the German Product Liability Act (ProdHaftG).

10.2. The Provider is not liable for data loss, unless this was caused by gross negligence or intentionally and the damage could not be avoided even by appropriate data backup.

10.3. The Organiser and/or Users are responsible for content made available by them within the event. The Provider is not obliged to check the content beforehand. Insofar as third parties assert claims for damages against the Provider based on possible infringements of the law resulting from content provided by the Organiser and/or Users within the event, the respective Organiser and/or User shall be obliged to indemnify the Provider. Furthermore, the Organiser and/or User undertakes to compensate the Provider for all costs incurred due to the possible infringement of rights.

10.4. Otherwise, the liability of the Provider is excluded. Any exclusion or limitation of liability shall also apply to the personal liability of the Provider's employees, representatives and vicarious agents and to claims for damages arising from tort.

11. Limitation Period

Claims for defects shall become statute-barred within one year from the statutory commencement of the limitation period. Claims according to § 438 paragraph 1 no. 2 German Civil Code (BGB) and § 634a paragraph 1 no. 2 BGB are excluded from this regulation.

12. Termination

Users may terminate the contract in accordance with the contractual agreements or legal provisions. The termination must be in writing in order to be effective. The User is not granted any further right of cancellation. Alternatively, the User may also delete his account at any time, which shall then be deemed to be a formally effective termination.

13. Secrecy obligation

The Organiser and Provider undertake to treat as confidential all information concerning the implementation of the event that is not publicly available. This applies in particular to the contractual contents of the framework agreement or the individual contract.

14. Privacy policy

Details on data protection are regulated in the Provider's privacy policy.

15. Final provisions

- 15.1. The law of the Federal Republic of Germany shall apply with the exception of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 15.2. The general place of performance is Cologne.
- 15.3. The exclusive place of jurisdiction for all disputes arising from this contract shall be Cologne if the contracting party is a merchant, a legal entity under public law or a special fund under public law or if it does not have its registered office or place of residence within Germany.
- 15.4. Should individual provisions of these Terms of Use be ineffective or lose their effectiveness due to a circumstance occurring at a later date, this shall not affect the effectiveness of the rest of the contract. The invalid provisions shall be replaced by a provision that comes as close as possible to what the contracting parties would have wanted if they had considered the point in question.
