### **Terms and Conditions**

### § 1 Scope of the conditions

These general terms and conditions govern the current and the future relationship between BIOCOM AG and the participants of the (digital and live) events, organised and performed by BIOCOM AG.

This agreement is valid at the time of the participants' registration, it is legally binding after the participant receives a confirmation by BIOCOM AG via e-mail. This registration has to be in a written form via the online form. The participant's personal information must be up to date. By registering for a BIOCOM AG event, the participant is agreeing to these terms and conditions.

BIOCOM AG does not recognise any deviating terms and conditions of the Customer unless BIOCOM AG has expressly agreed to them in writing.

### § 2 Payment and Service

- 1. The registration rates are quoted excluding VAT. The applicable German VAT will be added according to German law.
- 2. All costs are quoted in Euro (EUR). Any sums transferred in an alternative currency will be payable at the exchange rate applicable on the date of payment.
- 3. The registrant, or the participant agrees to receive electronic invoices. They do not contain a signature and do not need to contain special digital signature certificates or other security devices.
- 4. Payment is due within 10 days after receiving the invoice.
- 5. Discount/promo codes cannot be combined, nor can they be applied retroactively. Discounts will be applicable on the prevailing full fee only.
- 6. The registrant has the option to pay by credit card or bank transfer (payable within 10 days without deductions).
- 7. Please note that the booking is only valid after receiving the full amount of the payment. Therefore, the registrant is not allowed to attend the event or use any meeting tool/conference platform before payment of the full invoice amount is received.

### § 3 Cancellation

- 1. Cancellations must be received in writing, by email to <u>amr-registration@biocom.de</u>.
- 2. Cancellations are free of charge until 60 days prior the start of the event. Up to 20 days, cancellation fees of 50% of the ticket price will be charged. From 19 days prior to the event the full ticket price must be paid.
- 3. In the case that the registered participant is not able to attend the event, it is possible to name a substitute (an employee from your company/organisation). The change of name is free of charge.
- 4. No-shows will still be billed for the full registration fee as we are fulfilling our event obligations.
- 5. Refunds will be processed after the event.

### § 4 General Rights and Liability

1. BIOCOM AG is allowed to change the terms and conditions. If this is the case, BIOCOM AG will inform the participant, who must agree to the new terms within a certain deadline. If the participant does not agree BIOCOM AG is allowed to resign the participant from the registration.

- 2. BIOCOM AG may refuse admission to the event (live and digital) to any person who fails to comply these terms and conditions or who in the opinion of BIOCOM AG represents a security risk or nuisance to the running of the event.
- 3. BIOCOM AG reserves the right to cancel or postpone the event in case of a force majeure (any circumstances beyond the will of BIOCOM AG, such as wars, natural and unavoidable catastrophes, pandemics, etc.) or due to an insufficient number of participants or cancellation/illness of the speakers. The participants will be informed immediately by e-mail. Already paid fees will be credited or refunded for participation in other events. There is no further compensation for damages, except in cases of intentional damage or gross negligence.
- 4. Registrations can only be made online via the registration form on the event website. After submitting the registration, an automated confirmation e-mail will be sent to the e-mail provided on the registration form. Such provisional confirmations are solely for informational purposes and are not legally binding.
- 5. Registrations are not legally binding until confirmed by BIOCOM AG via email. All registrations are subject to approval by BIOCOM AG. Once the incoming registration has been reviewed and approved, an official registration confirmation with an attached invoice (except for complimentary registrations) will be sent by email.
- 6. BIOCOM AG reserves the right to refuse a request (pre-registration) or an individually submitted request for a product or service of the event at their own discretion, or retroactively to discontinue or to interrupt the registration if the use of a product or service is contrary to the interests of BIOCOM AG or other users and participants, or if the character of the event is thus put in question, e.g. because certain consultative professions are already clearly represented.
- 7. BIOCOM AG reserves the right to refer to the companies of participants and to use them in the marketing activities and promotion of the event. This also applies to use in press releases and news published on Social Media.
- 8. In principle, BIOCOM AG bears no responsibility and assumes no liability for self-defined goals set by the users, registrants or participants themselves which are not achieved. This applies in particular to loss of profit, loss through damage to data, savings not achieved, interest, loss or damage to the reputation or achievement of Goodwill or other indirect specific consequential damage of any kind. An exception is gross negligence on behalf of BIOCOM AG. In this case, any claim for reimbursement is limited to the full amount paid in fees for participation, exhibition, presentations or sponsorship.
- 9. The statements, views and opinions of speakers at the conference, sponsors or participants are their own and do not necessarily represent the opinion of BIOCOM AG. Responsibility for the information in the partnering system is that of the participating companies and their persons/agents acting in their own responsibility.
- 10. BIOCOM AG will make every effort to ensure that the website, products and services meet the highest standards. BIOCOM AG shall furthermore ensure that the website is generally available without interruption and is available in a timely manner and is safe to use and error-free. Defects, once known to BIOCOM AG will be corrected urgently. Appropriate precautions continue to be taken to ensure that the website of the event remains free from Internet viruses. This also applies to the downloads provided. A guarantee, however, cannot be given. Therefore, BIOCOM AG accepts no liability for possible defects or costs incurred by the user by the use or non-use of the website, products and services.

- 11. The event and its website provide formats for participants and companies to provide information for other participants. This relates, among others, to the partnering system. Data provided by participants, Registrants, users and customers in these different areas are solely the responsibility of these persons. BIOCOM AG accepts no liability for the correctness of this content or liability for risks arising from the use or non-use of these contents.
- 12. The event website and the affiliated partnering system may contain internet links to other websites registered by the user, registrants or participant. BIOCOM AG assumes no responsibility for the use and content of these websites.
- 13. For the Partnering system, BIOCOM AG cooperates with a provider, Meeting Mojo Ltd., Meeting Mojo Ltd., 5 Spencer Close, Bicester, Oxon, OX26 2FA, UK (British Company registration number: 07760135). The general terms and conditions of this company apply to the use of the partnering. BIOCOM AG has no influence on the structure and organisation of the partnering. The user/ registrant / participant (customer) is solely responsible for the entry and the correctness of his/her data. BIOCOM AG will gladly offer assistance in registering if requested to do so. The responsibility for the content and type of registration lies solely with the Registrant.
- 14. To conduct webinars, BIOCOM AG uses a software application. This service is provided by the company edudip GmbH, Juelicher Strasse 306, 52070 Aachen (German company registration number: HRB 16012). The general terms and conditions of this company apply to the participation in the webinars. BIOCOM AG has no influence on the structure and organisation of the software application. The user/ registrant / participant (customer) is solely responsible for the entry and the correctness of his/her data and the type and extent of engagement during the webinar. BIOCOM AG will gladly offer assistance if requested to do so.
- 15. BIOCOM AG is only liable for damages incurred to the participant as a result of BIOCOM AG's default. It must be proved that BIOCOM AG acted grossly negligent.
- 16. BIOCOM AG isn't liable for damages incurred by third parties.
- 17. BIOCOM AG isn't liable for technical difficulties. Every participant is responsible for their technical conditions such as a stable internet connection, latest browser version, speakers, cameras and microphones. A technical breakdown (also during a webinar) doesn't dispense the participant from his payment obligation.

### § 5 Photo, video and audio recordings

- 1. During the event, photo, video and audio recordings will be made. As a participant of our events you agree to the later use of the recordings also for advertising and marketing purposes.
- 2. All information regarding the use of the information and the recordings is to be found in our privacy policy.
- 3. For registrants it is forbidden to make screenshots or monitor videos during the event.

## § 6 Copyrights

- All event materials such as presentations, pictures, videos, etc. are protected by copyright. The
  participant is not allowed to publish, or reproduce the material, except the participant has a written
  permit. All received materials and access codes are for the registered participant only and are not
  to be shared.
- 2. All unauthorized photography and the recording of audio or visual material, data or information is prohibited.

#### § 7 Closing provisions

- 1. In the event that a provision is or becomes null and void, the remaining provisions shall remain in force.
- 2. Place of fulfilment is Berlin.
- 3. For all disputes arising from the business relationship between BIOCOM AG and its customers, if the customer is a registered trader, a legal entity under public law or a special fund under public law, legal action shall be brought before the court having jurisdiction for BIOCOM AG's headquarters. BIOCOM AG shall also be entitled to sue at the customer's headquarters.
- 4. If the customer is domiciled or habitually resident abroad, Berlin shall be the place of jurisdiction for all claims in connected with the order.
- 5. German law shall apply exclusively. The UN Convention on Contracts for the International Sale of Goods shall be excluded, even if the order is placed from abroad or if the goods are delivered abroad.
- 6. In case of individual terms are not or partly invalid, the remaining terms and conditions remain unaffected.

Effective 12.06.2020