

End Customer Terms of Use for the IAA Mobility App (“Terms of Use“)

Version 2 from August 5, 2021

1. Introduction

1.1 Contractual partner

Messe München GmbH, Messengelände, 81823 Munich, ("Provider") offers its customers ("Users") the IAA MOBILITY App as a free service with an App via the App stores of certain operators ("App Store Operators").

The User's contractual partner is the Provider. The App Store operator is not the contractual partner of the User for the IAA MOBILITY App or the content of the IAA MOBILITY App.

1.2 Registration and setup of the user account

To use the IAA MOBILITY App, the User must register once, confirm that they are at least 18 years old and accept these Terms of Use.

The IAA MOBILITY App Privacy Policy Applies to the handling of the User's data.

After registration, the User receives a pin sent to their email address with which they can log into their user account once. After each time the User logs out, a new pin must be requested from the Provider.

1.3 Performance description

1.3.1 Basic functions

The IAA MOBILITY App enables users, after registration, to receive messages in various ways (e.g. in-App notifications, message centers, push notifications) from an event organizer regarding IAA events and messages from the Provider concerning updates and new App functionalities of the IAA MOBILITY App.

1.3.2 Profile and registrations

When the User creates a profile, they can view their history and create and manage favorites (for example, the User can see which events they have participated in so far at the IAA).

Appointments (e.g. IAA events) can also be created and managed via the profile, as well as the following registrations (with IAA organizers):

- Registration and participation in presentations (conference)
- Registration and participation in events at the exhibition stand
- Registration and participation in public events

The IAA ticket can be stored digitally in the App using a QR code.

1.3.3 Networking and Matchmaking

If the User has purchased an IAA ticket for business professionals and is registered in the App, the "Networking" function is available.

This includes a chat function that can be used to contact other business professionals who use the App. The Matchmaking function can also be used to display and contact other business professionals based on their interests.

1.3.4 Call-to-action button

As a User, depending on the details page of an exhibitor, I may have the following functions available to contact the exhibitor:

- Request a brochure.
- Subscribe to a newsletter.
- Make an Appointment request.

1.3.5 Arranging test drives

The Provider arranges test drives offered by Exhibitors via the App. The contractual relationship between the user and the provider only includes the mediation of the users and their corresponding information to the exhibitor. The Provider does not offer the test drive itself; the corresponding contract is concluded solely between the User and the Exhibitor. These terms of use apply to the mediation of the users to the exhibitor. The respective terms and conditions of the exhibitor apply to the test drive.

1.3.6 Functions for exhibitors

Users that are IAA exhibitors have the following additional functions available to them:

- A list of all events (title, location, time, speaker) of your own company
- A list of all test drives made by your own company
- The App can be used to control admission at events organized by your own company.

2. Rights of use

2.1 Scope

By registering and accepting these Terms of Use, the User receives a non-exclusive, non-sublicensable, non-transferable and revocable right to use the IAA MOBILITY App, including the content that can be accessed via it, for the duration of the use of the IAA MOBILITY App, in accordance with these Terms of Use.

All rights in accordance with these Terms of Use are granted to the User on the condition that the law Applicable at the User's location ("local law") permits the use of the IAA MOBILITY App. If the use of the IAA MOBILITY App is not permitted under local law, the Provider can block the User from accessing the IAA MOBILITY App and exclude them from further use.

The Provider has an entitlement vis-à-vis the User to note the content of the User's communication via the IAA MOBILITY App for the purpose of compliance with these Terms of Use and in order to safeguard its legitimate interests, as well as to store the same for as long as such is necessary for the provision of services within the framework of the IAA MOBILITY App and for any malfunction analysis. If the User is entitled to rights to such content, they will be responsible for storing and securing this content separately.

2.2 External content / links, special content

The Provider or other users of the IAA MOBILITY App may provide links to third-party websites and content that can be accessed there. The respective website operator is solely responsible for the linked content; the Provider has no influence on this content and on the rights to this content.

Access to and use of certain content may require the conclusion of further agreements for the respective content.

2.3 Term of use and termination

If proper registration of the User has been confirmed by the Provider and the User accepts these Terms of Use, they can use the IAA MOBILITY App. The use is unlimited.

The granting of the rights of use is conditional upon compliance with these Terms of Use. If the User violates these Terms of Use, their rights to use the IAA MOBILITY App, including the content provided, shall be automatically terminated.

Regardless of this, the Provider of the IAA MOBILITY App can terminate the rights of use at any time by means of a unilateral declaration with immediate effect. In particular, the Provider has the right to stop providing the IAA MOBILITY App or certain functions and content free of charge at any time.

The User has the right at any time not to use the IAA MOBILITY App service and to log out of the IAA MOBILITY App.

3. User obligations

3.1 Confidentiality

The User may only use the content of the IAA MOBILITY App for their own purposes and may not make it available to the public unless the Provider expressly allows this.

3.2 User account security

The User is responsible for the confidentiality of the password as well as the activities that take place under the password and the user account. They shall inform the Provider immediately about any unauthorized use of the password and the user account as well as any other security breach of which they become aware. The data for the user account must be entered completely and correctly and kept up to date at all times.

3.3 Lawful use

The User is obligated to only use the IAA MOBILITY App lawfully in accordance with these Terms of Use and in accordance with the Applicable law. In particular, the User is responsible for ensuring that all data and content, including links, which they make available to the Provider or third parties via the IAA MOBILITY App, do not violate the rights of third parties.

3.4 Communication rules

The Provider may provide the User with various communication options for their own content and contributions, which the User may use within the scope of the respective availability. There is no entitlement to the provision of such communication options.

The User is prohibited from publishing or disseminating content (e.g. images, videos, links, names, texts, words) within the IAA MOBILITY App which

- aa) violate Applicable laws or are immoral;
- bb) violate trade marks, patents, copyrights, other property rights, in particular personal rights, as well as trade secrets or other rights of third parties;
- cc) are of an obscene or racist nature, glorify violence, are pornographic, harmful to young people or otherwise endanger or impair the development of children and young people;
- dd) have an offensive, harassing, defamatory or other personality harming character;
- ee) are not wanted by other users and are sent repeatedly without the recipient's consent or despite objection ("spam");
- ff) serve the purpose of collecting, storing or using personal data of users without the respective express consent, in particular for business purposes;
- gg) contain chain letters, surveys, or pyramid schemes;
- hh) involve personal data of third parties without their express consent;

- ii) have a concealed advertising nature.

4. Prohibitions

4.1 Transfer and exploitation prohibition

It is not permitted to make the IAA MOBILITY App available to third parties for a fee or free of charge, nor to publish, license, sell or otherwise commercially exploit it.

4.2 Modification prohibitions

It is not permitted to modify, adapt, translate, create derivative works from the IAA MOBILITY App, decompile, reverse engineer, disassemble or otherwise attempt to derive the source code of the IAA MOBILITY App. Statutory powers remain unaffected, in particular the right of the User to decompile the IAA MOBILITY App in order to obtain the information required to establish interoperability with other programs if the provider does not make this available to them on reasonable terms.

Without the express permission of the Provider, the User is prohibited from partially or fully modifying, copying, reproducing, publishing, uploading, posting, transferring, renting, selling or licensing the contents of the IAA MOBILITY App or otherwise making it available. Existing rights to the User's own content remain unaffected.

5. Violation

In case of doubt, the User must immediately remove any content to which the Provider objects. The Provider expressly reserves the right to remove this content itself.

Without prejudice to all other legal or contractual rights, in particular the right to terminate for good cause, the Provider may take one or more of the following measures at its reasonable discretion if there are actual indications that a User has violated these Terms of Use or the Applicable supplementary conditions, unless the User is not responsible for the violation:

- a) modify or delete content,
- b) warn a user,
- d) temporary suspension and
- e) exclusion of a user with effect for the future.

6. Warranty

The IAA MOBILITY App is provided free of charge. There is no guarantee of availability with regard to certain functions or service components and no special warranty is given. Guarantee promises are not given.

The Provider may at any time and at its reasonable discretion, taking into account the legitimate interests of the User, and without prior notice, restrict access to the IAA MOBILITY App in whole or in part and, at its own discretion, define, modify, remove or delete the contents of the IAA MOBILITY App.

7. Liability

7.1 Liability of the Provider

The Provider is fully liable in accordance with statutory law in the event of willful intent or gross negligence, for injury to life, body or health, in accordance with the provisions of the Product Liability Act and to the extent of a guarantee expressly given elsewhere by the Provider.

7.2 Exclusion of liability

Liability of the Provider, its legal representatives, vicarious agents and employees for damage caused by slight negligence is excluded, with the exception according to section 7.1.

This does not Apply to a breach of essential contractual obligations. Obligations are essential (i) if their breach endangers the fulfillment of the purpose of the contract or (ii) if they enable the proper execution of the contract in the first place and the other party may regularly rely on their compliance. In this case, however, the Provider is only liable for the foreseeable, contract-typical damage.

7.3 Indemnification

If the Provider is sued by a third party due to a violation by the User of these Terms of Use, the User indemnifies the Provider against all claims and costs that arise directly or indirectly, including reasonable costs for defense by a lawyer. This does not Apply if the User is not responsible for a violation. The Provider reserves the right to defend itself against such claims.

8. Final provisions

8.1 Right to make amendments

The Provider reserves the right to amend these Terms of Use. The Provider will send the User the amended terms by email at least 30 days before they come into force and indicate the intended validity of these new Terms of Use, also for an ongoing contract, as well as the right of the User to object to the validity of these Terms of Use. If the User does not object to the validity of the new Terms of Use within this period or uses the content of the offer after the amended Terms of Use have come into force, the new Terms of Use shall be deemed to have been accepted. The Provider will inform the User, in a suitable manner, of the importance of the 30-day period, the right of objection and the legal consequences of remaining silent.

8.2 Ineffectiveness of individual clauses

Should individual provisions of these Terms of Use be or become ineffective or unenforceable, this shall not affect the effectiveness of the other provisions.

8.3 Applicable law

The law of the Federal Republic of Germany Applies, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods. If the User as a consumer has their habitual residence in another country within the European Union at the time of the respective conclusion of the contract, the Application of mandatory legal provisions of that country remains unaffected by the choice of law made in sentence 1. The courts of jurisdiction for disputes arising from or in connection with these terms shall be the courts of Munich if the customer is not domiciled in Germany or is a merchant.

8.4 Online dispute resolution

The platform for online dispute resolution of the European Commission is available at <http://ec.europa.eu/odr>. The Provider is neither willing nor obligated to participate in a dispute settlement procedure before a consumer arbitration board.

9. Additional conditions for the IAA MOBILITY App

9.1 Apple

9.1.1 These Terms of Use are agreed exclusively between the User and the Provider and not with Apple. Apple assumes no responsibility for the IAA MOBILITY App, but is entitled to take action against the User if these Terms of Use are violated.

9.1.2 The Provider grants the User the right to use the IAA MOBILITY App exclusively on iOS products that belong to them or are operated by them and to the extent permitted in accordance with the terms of use of the App Store.

9.1.3 Apple is in no way obligated to provide maintenance and support services in relation to the IAA MOBILITY App.

9.1.4 Apple is not responsible for examining, defending, settling, or fulfilling claims arising from the infringement of third-party intellectual property rights.

9.1.5 Apple is not obligated to respond to claims by the User or third parties in connection with the IAA MOBILITY App or your property and / or your use of the IAA MOBILITY App. This Applies, inter alia, to the following claims: (a) Product liability claims; (b) Claims arising from the assertion that the IAA MOBILITY App violates Applicable legal or regulatory provisions and (c) Claims arising from consumer protection or similar laws.

9.1.6 If the IAA MOBILITY App does not fulfil a valid warranty, the user is entitled to notify Apple so that Apple may reimburse the user for the purchase price of the Application. To the extent permitted by law, Apple does not provide any other warranty with regard to the IAA MOBILITY App.

9.1.7 Apple and its subsidiaries are third party beneficiaries of these Terms of Use and are therefore entitled, upon acceptance of the Agreement (and this right is deemed to have been accepted), to invoke these Terms of Use against the user.

9.2 Google

9.2.1 These Terms of Use are agreed exclusively between the User and the Provider and not with Google. Google is not responsible for the IAA MOBILITY App.

9.2.2 Google is in no way obligated to provide maintenance and support services in relation to the IAA MOBILITY App.

9.2.3 The user can re-install the IAA MOBILITY App as many times as they want, unless the IAA MOBILITY App is removed from the Google Play Store by the Provider or Google. If the IAA MOBILITY App is completely removed from the Play Store, users no longer have the right or the option to reinstall it.