

General Terms and Conditions

for Participants

Note: The German version of the general terms and conditions (AGB) is the sole legally binding document. The English translation is provided for convenience only.

Welcome to Connfair (Connfair GmbH, Brunnenweg 15, 64331 Weiterstadt). Our goal is to simplify and streamline the registration process, ticket sales, and event admission management as much as possible. To achieve this, Connfair provides organizers and event hosts (hereinafter referred to as "organizers") with the opportunity to interact with customers and interested parties (hereinafter referred to as "participants") through online communication channels. Additionally, Connfair offers software- and hardware-based tools for admission control.

Connfair sells tickets for events offered on its platform on behalf of the respective organizer. By ordering tickets through Connfair, the participant instructs Connfair to handle the ticket purchase, including ticket delivery.

By purchasing a ticket or registering for an event offered through Connfair, the participant accepts the following General Terms and Conditions to govern the contractual relationship between the participant, the organizer, and Connfair.

1. Formation of the Contract and Cancellation

- 1.1. By uploading the ticket offer, specifying the number of available tickets, ticket price, and available payment methods, the organizer makes an offer to conclude a purchase contract. The participant accepts the offer by clicking on the corresponding button in the respective order form. The purchase contract is considered concluded upon the participant's receipt of the confirmation email. The effective acceptance of the offer by the participant requires that all necessary fields in the order form have been completed by the participant.
- 1.2. Immediately after the conclusion of the contract, the participant receives a confirmation email regarding the completion of the purchase contract. The participant is obligated to notify Connfair if they have not received this confirmation or if it is received untimely. Furthermore, it is the participant's responsibility to verify the accuracy of the confirmation email to arrange for a corrected confirmation message from Connfair if necessary, well before the start of the event.
- 1.3. The contractual relationship regarding the event and the sale or purchase of tickets is established exclusively between the organizer and the participant. Connfair acts solely as a commercial agent or intermediary, acting on behalf and for the account of the organizer, and processing the purchase contract on their behalf. Therefore, Connfair is not liable, in particular, for the insolvency of the organizer or the cancellation of an event. Any claims due to or in connection with an event or its execution are to be directed exclusively against the organizer.
- 1.4. The information about the respective event, the number of available tickets, ticket prices, and available payment methods is solely based on the settings made by the respective organizer when creating the event offer on the Connfair website. Connfair has no influence on these settings, and the responsibility for their accuracy lies with the organizer.
- 1.5. Regardless of the Connfair terms and conditions, additional booking conditions of the respective organizer apply to the specific event. Connfair has no influence on these conditions and is not responsible for their content. The participant is responsible for informing themselves about any existing booking or general terms and conditions of the organizer before registering for an event.
- 1.6. Connfair is entitled to cancel an order from the participant if the participant violates conditions set by the organizer or Connfair in the context of pre-sales or attempts to circumvent them. The declaration of cancellation or withdrawal can also be made implicitly by crediting the amounts paid.

2. Purchase Price and Registration

- 2.1. The total purchase price is calculated based on the price determined by the organizer for the respective event registration. All fees arising or billed in connection with the registration for an event, incurred by or billed to the participant, are exclusively collected in the name and on behalf of the organizer.
- 2.2. Invoice amounts are to be settled without deductions and in a single payment transaction. Partial or installment payments are not permitted. Subsequent changes to the payment method are not possible. When paying by bank transfer, the booking number must be specified in the payment reference. Otherwise, the allocation of the transfer to the booking cannot be guaranteed. If a transfer cannot be assigned or is not assigned in a timely manner due to a missing or incorrect booking number in the payment reference, the booking is considered open.
- 2.3. Registration for an event via the Connfair website is done in the following steps: (i) Selection of the desired tickets, (ii) providing the necessary personal participant data, and (iii) selecting the payment method. The registration process is only considered completed with the full receipt of payment.
- 2.4. When choosing the "Bank Transfer" payment option, a ticket is only reserved until the invoice is settled. In principle, the payment must be received no later than two working days before the start of the event. It is the responsibility of the participant to decide whether this is possible in view of the booking time. Payment after the start of the event is not possible. Connfair reserves the right to set a payment deadline. If the payment is not received on time, Connfair has the right to cancel the registration in consultation with the organizer. The participant thereby loses the right to participate. Neither Connfair nor the organizer are liable for any costs incurred or arising from the registration or cancellation of registration due to non-payment.
- 2.5. In the case of payments from abroad, any fees or currency differences incurred are entirely borne by the participant.

3. Return of Tickets, Refund of the Purchase Price

- 3.1. If an event is canceled or postponed, the participant's right to return a purchased ticket is determined by legal provisions and any agreements made between the participant and the organizer. The responsibility for informing the participant about the right of withdrawal lies with the organizer, as they are the contractual partner of the participant regarding the ticket purchase.
- 3.2. If the participant is entitled to return a ticket, Connfair will refund the already paid purchase price in accordance with the agreement between the participant and the organizer (especially regarding any cancellation fees) within fourteen days of receiving the returned ticket, provided that the purchase price has not already been forwarded by Connfair to the organizer. Furthermore, the participant has no claim against Connfair for a full refund of the ticket price.

If the participant incurs claims against the organizer due to the already forwarded purchase price, Connfair will promptly inform the participant.

4. Suspicion of Misuse

- 4.1. Connfair reserves the right to exclude individual parties from using some or all Connfair services if there is suspicion of abusive use or a violation of contract terms. Suspicion of misuse arises, in particular, when
 - (i) information suggests that the participant is not authorized to purchase tickets for the respective events;
 - (ii) the participant repeatedly fails to meet payment obligations on time;
 - (iii) there is suspicion of fraudulent activities;
 - (iv) there is suspicion that the participant is attempting to circumvent technical security measures; or
 - (v) false or misleading information has been provided to Connfair or improper use is detected.

5. Liability and Warranty

- 5.1. Connfair is liable without limitation for damages resulting from the violation of life, body, or health caused by a breach of duty by Connfair or a legal representative or vicarious agent. Furthermore, Connfair is liable without limitation for damages caused intentionally or through gross negligence by Connfair or a legal representative or vicarious agent, as well as for damages caused by the absence of a quality guaranteed by Connfair.
- 5.2. In the case of negligently caused violations of essential contractual obligations, Connfair's liability is limited to the foreseeable typical damage. Essential contractual obligations are abstractly those obligations whose fulfillment enables the proper execution of a contract in the first place and on whose compliance the contracting parties may regularly rely.
- 5.3. Liability under the Product Liability Act remains unaffected.
- 5.4. Any further liability for damages is excluded, especially liability without fault. Connfair and its vicarious agents are also not liable for disruptions of any kind caused by circumstances beyond their control. This especially applies to the failure or disruption of telecommunication lines or power supply.
- 5.5. The limitation period for damages claims against Connfair is one year. If the participant is a consumer within the meaning of § 13 BGB (German Civil Code), the limitation period is two years.

6. Privacy

- 6.1. Connfair takes the protection of your personal data seriously. Personal data is treated confidentially and in accordance with the applicable data protection regulations as well as our privacy policy.
- 6.2. Data collected from participants for an event will be made accessible to the respective organizer. This is necessary for the performance of the contract (e.g., for checking admission at the event).
- 6.3. By agreeing to these General Terms and Conditions, the participant simultaneously consents to Connfair collecting and providing his or her personal participant data (e.g., name and email address) to the organizer.
- 6.4. To ensure high-quality Connfair services, Connfair collaborates with specialized data processors. The basis for this collaboration is the applicable data protection regulations and the agreement concluded between Connfair and the data processor.

7. Extrajudicial Dispute Resolution

- 7.1. The EU platform, which is intended to enable extrajudicial online resolution of disputes between consumers and businesses, can be accessed at <http://ec.europa.eu/consumers/odr/>.

8. Final Provisions and Amendment of the Terms and Conditions

- 8.1. Connfair reserves the right to change or replace these terms and conditions at any time without stating reasons, unless it is unreasonable for the participant. Connfair will inform the participant about changes to the terms and conditions in a timely manner. If the participant does not object to the validity of the new terms and conditions within six weeks, the amended terms and conditions are considered accepted by the user. Connfair will notify the participant of their right to object and the deadline for objection in the notification.
- 8.2. Furthermore, Connfair reserves the right to change the terms and conditions:
 - (i) if the change is only advantageous for the participant;

- (ii) if it ensures compliance of the terms and conditions with applicable law, especially in the case of legislative changes and changes in jurisprudence;
- (iii) to the extent that Connfair introduces additional or new services or service elements that require description in the terms and conditions;
- (iv) if the change is purely technical or procedural, unless it has significant effects on the participant.

Connfair will inform about such changes to the terms and conditions, for example, on the Connfair website.

- 8.3. For all event registration and registration processing conducted through Connfair, these terms and conditions exclusively apply in the relationship between Connfair and the participant. The inclusion of additional terms and conditions, for example, those of the participant, is expressly rejected.
- 8.4. If individual provisions of these terms and conditions are or become ineffective, this does not affect the validity of the remaining provisions. The contracting parties undertake to replace an ineffective provision with an effective one that comes as close as possible to the economic intent and purpose of the ineffective provision. This applies accordingly to contractual gaps.
- 8.5. The place of jurisdiction and performance for merchants within the meaning of the German Commercial Code (HGB) is the registered office of Connfair.
- 8.6. German law applies, excluding the principles of private international law and the UN Convention on Contracts for the International Sale of Goods adopted into German law.
- 8.7. For questions regarding our terms and conditions, please contact us at the email address info@connfair.com.