General Terms and Conditions for Using the it-sa 365 Digital Platform

August 2026

1. Platform Operator

NürnbergMesse GmbH,
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itsa365@nuernbergmesse.de
www.itsa365.com

2. Preamble

NürnbergMesse GmbH develops technologies and services that are used to enable people and companies in IT security to network with one another and maintain contact throughout the year, in addition to the trade fairs held regularly at the exhibition venue in Nuremberg.

NürnbergMesse GmbH is referred to as "NürnbergMesse" or the "Platform Operator" below, and the other party to the Agreement is referred to as the "Provider."

it-sa 365 combines a number of functions that it provides to the Provider by way of the purchase of various participation packages. These functions can be subdivided into four categories: (i) Interaction & Networking, (ii) Products & Solutions, (iii) Information and (iv) Web Seminar. When the Provider purchases the participation packages, it gains access to the functions they include.

3. Application

3.1 By submitting a completed electronic application form, the Provider will order services as described in the Package Description that applies at the time of the order. After the application process is completed, the Provider will receive a confirmation of receipt of the application. The application is an offer to contract made to the Platform Operator, and cannot include conditions or reservations; in particular, requests for particular aspects of the services included in a package (e.g., presentation slots, positioning in the newsletter or advertisements on the Platform) cannot be stipulated as conditions for participation. In order for reservations or conditions stated in the application to be applicable, they must be confirmed in writing by the Platform Operator. Being assigned access to services and facilities does not depend solely on the order in which applications are received.

3.2 Admission / Confirmation of participation

The Platform Operator will decide on admitting the applicant and the items applied for to it-sa 365 by sending a confirmation of participation in letter or text form (e.g., email).

The contract will be formed by the admission and the consequent confirmation of participation. There is no legal entitlement to admission. If, prior to the expiry of the application deadline, the Platform Operator receives more applications meeting the requirements profile than it has participation packages available, the Platform Operator will decide on admission as it sees fit. It is further entitled to restrict the exhibition items applied for.

If an Provider has previously failed to meet its financial obligations to the Platform Operator in a timely manner, or has wholly failed to meet them, that Provider may be excluded from admission.

3.3 By placing the online application, the Provider accepts the terms and conditions for participation in the it-sa 365 Digital Platform as binding. The application is binding on the Provider. The contract begins with the written confirmation by the Platform Operator and ends after 12 months without the need for a termination.

4. Performance of the Platform Operator

The Provider can choose among several participation packages. Their content can be found in the Service Description of the Digital Platform that has been sent to the Provider. On formation of the Contract, and after the participation fee has been paid in full, the Provider will receive access to the participation opportunities that has been booked.

5. Withdrawal from the application and partial cancellation of services

If the Provider cancels the booked services or facilities, or does not use them, it will not be entitled to a full or partial refund of the paid participation fee. The Provider is entitled to cancel the Contract between the Provider and the Platform Operator at no charge up to 14 days after receiving the confirmation of participation.

6. End of contract

The contractual relationship begins with the written confirmation by the Platform Operator and ends after 12 months, without the need for a termination. The Provider's virtual presentation on the Platform will be deactivated, and the data provided by the Provider will be deleted within not more than 3 months. Any unused services or facilities in a booked participation package will expire.

7. Provider's obligations

7.1 The Provider is under an obligation to ensure the technical facilities needed to participate in the Digital Platform. The Platform Operator can provide technical support only if the Provider has the necessary infrastructure.

7.2 The Provider has sole responsibility for its own virtual presentation. It must ensure that it holds the rights to use all content in the virtual presentation (such as texts, graphics) and that no other parties' copyrights are infringed. The Provider will hold the Platform Operator harmless from third-party claims for copyright or trademark infringements.

7.3 The Provider will choose a secure password, keep it secret, and handle it confidentially. The Provider will not transfer its account or user information to third parties.

7.4 The Provider will allow the Platform Operator to use the Provider's logo and/or company name, even if these are trademarked, for the purpose of publicising the Digital Platform.

7.5 The Provider agrees not to publish or disseminate any unlawful, misleading, discriminating or fraudulent content on the online Platform. Only content about IT security may be published.

8. Cost of participating in event as an Provider and payment procedures

The costs for the respective participation opportunities for the contract period defined in Section 3.3 can be found in the Service Sescription. All prices are understood to be exclusive of VAT required by law.

Invoices are due on the date stated on the invoice, and are payable without discounts. All payments must be made free from deducted charges and in EUROS, stating the invoice number.

9. Availability of the online Platform

NürnbergMesse reserves the right to suspend or cancel the Digital Platform or any part thereof for good and compelling reasons.

10. Advertising/Impermissible content

The Provider is permitted to post advertising of all kinds within the Digital Platform, but only for the products and/or services made or marketed by the Provider.

11. License for NürnbergMesse

Under the Contract between the Provider and NürnbergMesse, the Provider will be the owner of the content and information that the Provider sends to or publishes on the Digital Platform, and grants NürnbergMesse and its affiliates a non-exclusive license for the following:

The universal, transferable and sublicensable right to use, copy, modify, disseminate, publish and process information and content provided by the Provider by way of NürnbergMesse's Digital Platform, without further consent from the Provider or communication and/or compensation paid to the Provider or third parties.

12. Liability, insurance, accident protection

The Platform Operator will be liable without limitation only in cases of wilful misconduct or gross negligence, or for loss or damage owing to injury to life, limb, or health.

In all other cases, the Platform Operator will be liable only

- For breaches of essential contractual duties. Essential duties are duties without the fulfilment of which the Contract cannot be properly performed, and the fulfilment of which the Provider is regularly permitted to rely upon.
- Insofar as the Platform Operator is required by law to take out liability insurance, or such insurance is customary.
- Insofar as the Platform Operator has made exceptional claims to trust, or holds a qualified position of trust.

In these cases, however, the Platform Operator will be liable only for foreseeable loss or damage typical of the Contract (and therefore, as a rule, not for consequential loss or damage) and in such cases, only up to a maximum of EUR 100,000 per instance of loss or damage. The liability limitation will apply only vis-à-vis businesspersons, legal entities under public law, and special funds under public law. Otherwise, there will be no liability for ordinary or slight negligence. This liability limitation will also apply to the conduct of the Platform Operator's assistants and vicarious agents. In particular, NürnbergMesse offers no warranty or guarantee concerning the online Platform, and does not warrant that services will be uninterrupted or free from error.

13. Place of performance, jurisdiction and venue, prevailing language

The place of performance will be Nuremberg. This will also apply for the jurisdiction and venue if the Provider is a "merchant" (Kaufmann) as defined in German law or a legal entity under public law, or has no general place of jurisdiction and venue in Germany. The Platform Operator is also entitled to bring action against the Provider at the Provider's general place of jurisdiction. The business relations between the Platform Operator and the providers are subject to the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.

In case of discrepancies between the original German version of these terms and conditions and a foreign language translation, the German version shall prevail.

14. Data protection notice

Personal information will be processed by the Platform Operator, as the controller under the terms of data protection law, and if applicable by its ServicePartners/service providers, in compliance with the relevant data protection regulations, for purposes of supporting and informing the Provider and interested parties, and in order to provide the offered services and facilities (legal basis: Art. 6 (1) (b) of the EU GDPR). In many cases, the Platform Operator is supported by service providers and ServicePartners in performing its tasks, such as sending out newsletters and e-mailings, processing payments, processing orders, credit checks, web hosting, or data maintenance and analysis. All service providers and ServicePartners have been carefully selected, and the necessary contracts under the data protection laws have been made with all service providers and ServicePartners. Personal data are processed by our service providers and ServicePartners in compliance with the relevant data protection regulations for purposes of supporting and informing the Provider and interested parties, and to provide the offered services and facilities. If you use the Digital Platform, your company and user profile data will be accessible to other participants and offerers of the Digital Platform according to the contractual performance.

In accordance with the principle of data economy and data reduction, only data will be processed that are absolutely necessary for the indicated purposes. Personal data will of course be treated confidentially and protected to the best possible degree by appropriate security measures.

Of course the applicable agreements on outsourced processing have been made wherever required by law.

Personal data will be retained until the contractual relationship with the Platform Operator has ended and the data are also no longer needed for other legal reasons (e.g., because of statutory retention periods).

Every Provider has the right to lodge a complaint about this data processing with the pertinent supervisory authority for data protection, and subject to the requirements of law, may demand information, corrections, deletion or restricted processing, object to processing, or assert the right to data portability. NürnbergMesse GmbH, Datenschutz, Messezentrum, 90471 Nürnberg/ data@nuernbergmesse.de or its data protection officer (datenschutz@nuernbergmesse.de) will be happy to respond to any questions.

15. Data use for promotional purposes

The Platform Operator has an interest in maintaining the customer relationship with its Providers, and is providing them with information and offers about its own similar events and services. For that reason, the data sent by submitting the application (company name, address, telephone / fax number and email address) will be processed by the Platform Operator and, if applicable, its Service Partners, for the purpose of e-mailing appropriate event-related information and offers, as provided under Art. 6 (1) (f) of the EU GDPR.

You may object at any time to the use of data for the purpose of direct advertising, by notifying the Platform Operator; the same also applies for profiling if that profiling is connected with direct advertising. When an objection has been lodged, the data will no longer be used for this purpose. The objection may be stated in any form, with no need to explain reasons, at no separate charge other than the usual data transmission costs. It should be addressed to NürnbergMesse GmbH, Data Protection, Exhibition Center, 90471 Nuremberg or to data@nuernbergmesse.de.

16. Severability clause

Should these Terms and Conditions of use be legally invalid in part, or contain an omission, the validity of the remaining provisions and of the Agreement itself will be unaffected thereby. In such a case, the parties agree to replace the invalid provision, or to remedy the omission, with a provision that can most closely achieve the economic purpose intended by the parties.