

General Conditions for Use of the Messe Berlin WLAN

– June 2004 –

1. Subject

The following provisions govern the use of the WLAN (Wireless Local Area Network) service of Messe Berlin GmbH (hereinafter referred to as "Messe Berlin"). Messe Berlin offers this service under the term "Messe Berlin WLAN". Terms and conditions that differ from those stated here are not applicable, even if Messe Berlin does not explicitly deny their validity.

2.1 Services provided by Messe Berlin/service description

Messe Berlin offers users pay access to the Internet via WLAN at selected locations and within the scope of technical and operational capabilities. WLAN is a wireless technology for data transmission. The network can achieve net bit rates of 5–6 Mbits/sec. These bit rates represent the maximum value and can vary depending on the level of system utilization. There is no guarantee of a minimum bit rate. The frequency range used for the WLAN is not subject to a licence and is also used for other purposes (e.g. Bluetooth) and consequently no guarantees can be given regarding freedom from interference or the minimum quality of radio transmissions.

2.2 The coverage of the Messe Berlin WLAN system is limited to the halls of the exhibition grounds. Coverage in other specially marked areas of Messe Berlin (including the ICC and the Press Center) is a fee-based service provided by T-Mobile Deutschland GmbH and is not covered by this agreement.

Due to the current state of WLAN technology, complete coverage of all areas cannot be guaranteed. Messe Berlin endeavors to provide the most complete coverage possible within the scope of what is technically and operationally feasible.

2.3 Users may gain WLAN access to the internet using a WLAN-enabled terminal (**WiFi Standard**) operating in accordance with the IEEE 802.11b standard. The provisions of Orders 89/03 and 35/2002 of RegTP concerning the general allocation of frequencies in the case of WLAN radio usage must be complied with. **Allowing visitors access to the internet via a public WLAN system (HOTSPOT) is strictly prohibited.** Infringements of these regulations will result in the immediate withdrawal of approval to use WLAN technology on the Exhibition Grounds and may also result in more far-reaching claims for damages.

2.4 The services described in Section 2.1 can be utilized for the fees listed in the currently valid exhibitor service folder.

2.5 The access points provide access to the Internet. Communication between clients through a single access point or between two access points is not possible.

2.6 Roaming between the access points is only possible within the exhibition hall.

3. User duties and obligations

3.1 When applying for WLAN access, users are obliged to provide complete and accurate information.

3.2 Users are solely responsible for the security and secrecy of the login information assigned to them. This includes the SSID, user name and password combination.

4. Complaints

Complaints concerning the ordered services are to be submitted in written form to the following address: MB Capital Services GmbH, Thüringer Allee 12/12A, 14052 Berlin, Germany. Complaints filed at a later date will be excluded. Messe Berlin is obliged and entitled to subsequent improvement. Rescission of the contract or abatement of the purchase price is admissible if subsequent improvement fails.

5. Duration

5.1 Users are provided access for the duration of the event. The duration of the event is defined as the period beginning three days before the opening of the event and ending one day after the closing of the event.

5.2 Messe Berlin reserves the right to disable an existing WLAN connection if the user violates the terms of this agreement or other legal restrictions. After access has been disabled, Messe Berlin reserves the right to claim full payment for the initiated access period.

6. Security and System Integrity

6.1 The data transmitted between the users' laptop/PDA and Messe Berlin access points is unencrypted. Hence, it may be possible for third parties to access data transmitted from laptops/PDAs using the Messe Berlin WLAN. Messe Berlin does NOT guarantee security for data transmission within the WLAN.

6.2 Ensuring the security of this data is the responsibility of the users themselves (e.g. VPN Client or SSL encoding). Finally, any liability on the part of Messe Berlin is regulated by the terms of Item 7.

6.3 Use of the internet, which accessible to the public, shall be at the user's own risk. Unless Messe Berlin is liable under the terms of Item 7, users themselves shall bear responsibility for damage attributable to use of the WLAN service, and especially for damage to their hardware or software, or for damage due to loss of data.

6.4 Messe Berlin will provide the user with **transparent** internet connections.

Steps must be taken to ensure that any terminals which are connected cannot negatively affect operation of the internet platform.

The user is required to check that his hardware is provided with up-to-date security patches or to activate the security settings for his system as recommended by the

manufacturers, as well as ensuring that other security systems and devices (firewall, anti-virus protection etc.) are used. In this respect the latest manufacturers' recommendations regarding security and service levels must be observed. The user is liable for damages resulting from infringements of these security obligations.

6.5 Messe Berlin reserves the right to disconnect ports and sockets or even entire terminals if the connected equipment jeopardises the interference-free operation of the platform. As a rule such action will be taken **30 minutes** after the order is given by telephone to eliminate the fault or the interference. If there is an acute risk to the operational capabilities of the internet platform, disconnection may take place without any prior announcement.

7. Liability

7.1 Messe Berlin only provides internet access via the WLAN. Any such content that may be accessed will not be examined by Messe Berlin. In particular Messe Berlin will not check for harmful software (e.g. viruses). If not expressly marked otherwise, all content accessed by the user via the WLAN contains content from other sources as defined by § 5 Section 3 Telemediengesetz (Telecommunications Services Law). Messe Berlin provides no guarantees and accepts no liability for the correctness or completeness of the content offered by itself or by third parties.

7.2 Save for the provisions of Items 7.3 to 7.7, Messe Berlin – irrespective of the legal grounds – will only be liable for damage or injury caused as a result of its willful intent or of the gross negligence of its legal representatives or supervisory employees.

7.3 If the damage or injury is due to the gross negligence of other persons employed by Messe Berlin, the latter's liability to individual users will be limited to 12,500 EUROS, and liability to the users in their entirety shall not exceed 5,000,000 EUROS for each event causing damage or injury. If the multiple damages, due to the same event, exceed the stipulated maximum figure, the amount of damages payable shall be reduced according to the ratio of the total claims for damages to the maximum figure.

7.4 Whenever there is an infringement of substantial contractual obligations Messe Berlin shall be liable according to the merits of the particular case. Contractual obligations shall be considered to be substantial if compliance with them is of particular importance in fulfilling the purpose of the agreement (cardinal obligation). In the case of an infringement of a cardinal obligation the amount of liability shall be limited in accordance with Item 7.3.

7.5 The limitations on liability in accordance with Items 7.2 to 7.4 shall not apply to liability in cases in which warranted characteristics are lacking, to liability under the terms of the Product Liability Law, or to liability in the case of loss of life, physical injury or impaired health.

7.6 In the event of data loss Messe Berlin shall only be liable provided that the user has backed up his data in a suitable form at intervals appropriate to use, and at least once every day, thereby enabling the data to be recovered without unreasonable expense.

7.7 Messe Berlin's liability, irrespective of responsibility, for initial defects in the rented items (warranty liability) is excluded.

7.8 Messe Berlin accepts no liability for damage or injury resulting from force majeure or from unforeseen, temporary conditions which are outside the control of Messe Berlin, and in particular which are due to official directives, the breakdown of communications networks, strikes or lockouts.

7.9 The rules concerning liability also apply to the personal liability of legal representatives, staff and other persons employed to carry out work or fulfill obligations.

8. Data protection

The data provided in the application process for the user name/password combination are used exclusively for the application process, for organizational purposes or amendments related to the services described above. Specifically, no data will be passed on to third parties. Users have the right to view their personal data maintained by the service provider free of charge at any time. After the contractual relationship ends, all data will be immediately erased, as soon as this information is no longer needed for transactions connected with the contractual relationship. Data disseminated through the use of the Internet is not covered in the data protection provided by Messe Berlin.

9. Other conditions

9.1 Supplementary verbal agreements are not valid.

9.2 Messe Berlin may transfer the rights and obligations stipulated in this agreement to an affiliated company without the consent of the participant. In this case, participants have the right to terminate the agreement without notice.

9.3 This agreement is subject to German law to the exclusion of UN commercial law.

Messe Berlin GmbH, Messedamm 22, D-14055 Berlin, Commercial Register: HRG Amtsgericht Charlottenburg 92 HRB 5484, Board of Management: Raimund Hosch (Chairman), Dr. Christian Göke VAT Id No. DE 136629714, Tax No. 453/04182