

## **General Terms & Conditions for Renting the DE-CIX MeetingCenter**

### **1. Scope of Application**

These Terms & Conditions (hereinafter: “T&Cs”) apply for the renting of the space in the DE-CIX MeetingCenter between eco Service GmbH, Lichtstrasse 43 i, 50825 (hereinafter: “lessor”) and the renter. Additional or contradicting contractual provisions of the renter only apply if the lessor has expressly acknowledged them.

### **2. Conclusion of the Rental Agreement**

All agreements with the lessor and any amendment to them shall be concluded in writing. Oral agreements must be confirmed in writing without delay. A contract becomes binding when the interested renter signs and returns the contractual offer prepared by the lessor in a timely manner, so that the document is received by the lessor within the acceptance period stated in the contract. Should the acceptance not be received by the lessor before the end of the acceptance period, the lessor is entitled to enter into another rental agreement.

### **3. Object of the Agreement**

3.1 The renter is only permitted to use the rented space for the purpose stated in the rental agreement.

3.2 The description of the spaces for rent, “Sunrise” (82 m<sup>2</sup>) and “Sunset” (76 m<sup>2</sup>), the possibilities for using the space, and the equipment available can be found in detail in the appended DE-CIX MeetingCenter flyer.

The renter must ensure that the maximum visitor capacity as set out in the flyer description is not exceeded.

### **4. Renter, Event Organizer, Event Manager**

4.1 In the case that the renter is not also the event organizer, the renter must name said organizer in writing, with full contact details, in the agreement. The renter remains liable to the lessor for the fulfillment of all obligations. The event organizer in such a case acts as a vicarious agent of the renter. The renter shall

treat actions and statements on the part of the organizer and persons commissioned by the latter as the renter's own. The renter is obliged to ensure that the organizer fulfills all primary and secondary obligations.

4.2 A complete or partial transfer of use of rooms, spaces, or equipment to third parties, in particular subletting, is not permitted unless the lessor has authorized this in writing in advance.

4.3 The renter is to designate for the lessor a responsible and fully authorized contact person, who will be on site as Event Manager for the complete duration of the event. The renter or designated authorized person is to ensure an orderly and safe order of events. The renter is obligated to terminate the event in the case that personal safety is endangered or there is risk of damage to the rental property.

4.4 The renter is solely responsible for the naming and marketing of the event, for taking into account potential copyrights, image and naming rights, and the brand rights of third parties. In addition, the renter is responsible for public safety within the rented DE-CIX spaces, including and in particular with regard to decorations, equipment, props, assembled structures, podiums, suspended objects, and cables brought in by the renter or on the renter's instigation

## **5. Fees, Payment Conditions**

5.1 The fees for use of the rooms and for use of the equipment and services can be found in "DE-CIX MeetingCenter Pricing" (available here: <https://www.de-cix.net/en/locations/germany/frankfurt/meetingcenter/pricing>).

5.2 The final calculation occurs after the event based on the agreement and taking into account any additionally booked and provided services. The payment for rent is due on receipt of the invoice and is to be settled without delay. In the case of a delay in payment, interest on arrears will accrue at the rate prescribed by law. The lessor reserves the right to provide proof of a higher default damage.

5.3 The rent period set out in the agreement, for which the agreed fee is to be paid, also includes preparation, set-up, and dismantling times for the renter. If the rent period is exceeded, the renter is required to pay an additional compensation for use for the excess time. If, as a result of the delayed return of the space, a following event is prevented from occurring or is restricted in any way, the renter is liable to compensate the lessor for any loss incurred.

## **6. Catering**

The renter has the possibility to take advantage of the catering offer of the lessor, as set out in the list of offers and prices “DE-CIX MeetingCenter Pricing”. In this case, the renter is not entitled to bring food, drinks, refreshments or the equivalent into the rental space, either personally or through third parties. In all other cases, the renter is free to organize the catering independently, at its own cost.

## **7. Liability of Renter, Guarantee**

7.1 The renter is liable for all damage caused by the renter personally, or by the renter’s vicarious agents or assistants, the event organizer, the guests or other third parties in conjunction with the event, in accordance with the legal regulations. This is also the case if the renter cannot be held liable for the choice of vicarious agent.

7.2 The renter shall indemnify the lessor from all claims arising in conjunction with the event, insofar as the cause of damage is attributable to the renter, the renter’s vicarious agents or assistants, the guests or visitors. The indemnification shall also cover official fines or administrative penalties arising. The renter’s indemnification shall also cover all claims by third parties relating to the event or marketing for the event (e.g. due to infringements of copyright, etc.), including any associated legal costs.

7.3 Should the renter’s event involve any danger or a risk of damage, the lessor can make the handing-over of the rented rooms and spaces to the renter dependent on special security deposit, even, if necessary, after conclusion of the contract. The lessor may require the renter to take a general liability insurance for the event and provide the lessor with proof of the existence of such. In addition or alternatively, the lessor can require the advance payment of a security deposit. The renter can pay the deposit in cash or as a bank guarantee.

## **8. Liability of Lessor**

8.1 The lessor shall not be held liable for compensation for initial defects in the rental object. A reduction of fees due to faults will only be considered if the lessor

is made aware of the intention to reduce the fees during or immediately after the rental period.

8.2 The lessor is not liable for negligence, provided that no material contractual obligations are breached. In the case of breaches of material contractual obligations, the lessor's obligation to compensate in the case of slight negligence shall be limited to foreseeable, contract-typical, and direct average loss in accordance with the nature of agreement involved.

8.3 The lessor is not liable for damages that arise through measures for the maintenance of security and order. Should a miscalculation of risks on the part of the lessor result in a limitation, cancellation, or discontinuation of the event, the lessor shall not be liable for cases of slight negligence.

8.4 The lessor is not liable for the loss of objects brought in by the renter, the organizer, or contracted third parties or visitors, insofar as the lessor has not assumed responsibility for the safe-keeping of such objects. Insofar as the liability is excluded or limited according to the provisions of these T&Cs, this is also the case for the lessor's vicarious agents or assistants.

8.5 All liability exclusions and limitations listed above do not apply in the event of culpable loss of human life, personal injury, or impairment of human health, or in the case of explicitly assured properties.

## **9. Cancellation / Withdrawal of Offer**

9.1 The lessor has the right, after an unsuccessful period of grace and the notice of denial of service, to withdraw from or cancel the contract, including but not limited to the events when

- a) a disturbance of public safety and order occurs through the event
- b) the purpose of use agreed upon and set out in the contract is substantially changed or the maximum permissible number of visitors is exceeded
- c) the renter provided incorrect information for the conclusion of the contract, or did not disclose at the time that the event would be carried out by a political party, or a religious or purportedly religious association
- d) an insolvency process is opened regarding the renter's assets or the opening of such a process is rejected due to a lack of assets.

9.2 Should the lessor make use of the right to cancellation arising from the provisions above, the lessor remains entitled to payment of the agreed fees. However, the lessor must deduct any reduction in outgoings and income from replacement renters.

9.3 Insofar as the lessor requires a rented room based on superordinate interests, the lessor is entitled to an exceptional cancellation of the rental agreement for said room. The lessor shall inform the renter as soon as possible and if possible, offer a replacement room. Should a replacement room not be available or not be accepted by the renter, the renter shall not be entitled to a compensation claim based on this process, unless the lessor is liable for the situation in Sentence 1.

## **10. Cancellation, Event Cancellation**

In the case of cancellation by the renter, the lessor shall attempt to make other rental agreements for the reserved rooms. In the case of a late cancellation by the renter in which the further renting of the space is no longer possible, the lessor shall charge the renter the following fees:

For cancellation

- up to 4 weeks before the event: no charge
- up to 2 weeks before the event: 25%
- less than 2 weeks before the event: 50%
- less than 3 days before the event: 100%

## **11. Force Majeure**

If the event cannot take place as a result of force majeure, each contract partner carries its own costs as they have arisen to this point. If the lessor has made advance payments for costs for the renter, which should be reimbursed according to the contract, then the renter is obligated to reimburse these costs in every case. The late arrival of one or more participants or bad weather, including ice, snow, and storms, are not covered under the term “force majeure”.

## **12. Data Collection, Processing, and Use**

The personal data transferred to the lessor in order to fulfill the contractually agreed purpose of use are collected, processed, and used by the lessor in conjunction with said purpose. The DE-CIX Privacy Policy, which can be found at <https://www.de-cix.net/en/privacy-policy>, applies.

### **13. Right to Withhold or Offset**

The renter only has rights to withhold or offset payments to the lessor for the room rent if and insofar as the renter's counterclaims have been established as final and legally binding, are uncontested, or are acknowledged by the lessor.

### **14. Severability**

Should individual clauses within these T&Cs be or become partly or fully void or unfulfillable, it shall not affect the validity of all other clauses. In such a case, the invalid clause shall be appended or amended such that its intended purpose is achieved to the greatest extent possible.

### **15. Jurisdiction**

The place of jurisdiction for all disputes relating to the rights and obligations in this contract is Cologne. German law applies.

Updated: August 2018