

TERMS AND CONDITIONS FOR DE-CIX CONSULTING SERVICES

1. Scope

1.1. These terms and conditions apply to the DE-CIX Consulting Services (hereinafter “DCS”) contract between DE-CIX Management GmbH, Lichtstraße 43i, 50825 Cologne (hereinafter “DE-CIX”) and the customer.

1.2. Differing or conflicting terms and conditions of the customer do not apply, even if the DCS does not explicitly reject them.

1.3. DE-CIX reserves the right to change the terms and conditions at any time. The customer shall be informed of these changes in writing if these affect any existing agreed DCS contract. The changes are considered as approved if the customer does not object in writing within 30 days upon the receipt of the letter informing of the changes.

2. Subject matter of the contract

2.1. DE-CIX offers various DCS which are provided through different forms of teaching and methods of implementation and are adapted for the needs of the customer. The agreed type of DCS will be stated in the DCS order form.

2.2. The DCS can be offered to the customer as an on-site or remote session.

2.3. Prices and conditions for individual booked DCS will be subject to the DCS order form.

3. Booking

3.1. The customer may make bookings by using one of the following options: By post, by fax, or by email. (By post to: DE-CIX Management GmbH, Lichtstraße 43 i, 50825 Cologne, by email: bizdev-team@de.cix.net or consulting@de-cix.net by fax: +49 221 7000 48-290).

3.2. The booking is legally binding from the receipt of DE-CIX's confirmation notice.

4. Prices and Payment

4.1. The prices are stated in the DCS order form. Unless otherwise agreed, the prices are calculated for DCS performed at DE-CIX Meeting Center, Lindleystr. 12, 60314 Frankfurt/Main.

4.2. Upon request, DE-CIX may also offer the DCS at a location of customer's choice. In that event, any travel costs of DE-CIX shall be carried by the customer according to the travel expenses stated in the DCS order form.

4.3. The participation fees plus VAT are payable in advance and are due within 14 calendar days upon receipt of the invoice. Payments are to be made into the following account: Account No. 144542958 at the Sparkasse KölnBonn (Bank code: 370 501 98, Swift Code: COLSDE33XXX, IBAN: DE63 3705 0198 0144 5429 58).

5. Cancellation by the customer

5.1. The customer has the right to cancel his/her booking of the DCS in writing according to the following guidelines:

Up to 28 calendar days before the start of the event: cancellation is possible free-of-charge.

Up to 14 calendar days before the start of the event: cancellation fee of 50% of the price of the event.

Up to 7 calendar days before the start of the event: cancellation fee of 100% of the price of the event.

For non-attendance, 100% of the price of the event is incurred.

5.2. The relevant date is the date of receipt of the written cancellation notice by email, fax or letter by DE-CIX. Please send cancellation notes to:

- by letter: DE-CIX Management GmbH, Lichtstrasse 43i, 50825, Cologne, Germany, or
- by fax: +49 221 7000 48-290, or
- by email: bizdev-team@de-cix.net or consulting@de-cix.net

6. Rescheduling and cancellation of the DCS

6.1. Should DE-CIX be unable to hold the DCS through unforeseen circumstances and through no fault of their own (e.g. unavailability of DCS leader due to sudden illness), DE-CIX is entitled to fully or partially withdraw from the agreement, replace the DCS leader (see Clause 6.2) or alternatively postpone the event date of the DCS. In such a case, the customer will be informed immediately in writing or by e-mail. DE-CIX will take every effort to offer the customer a new date for the DCS. In the event of no agreement, the customer will receive a reimburse of all fees for the cancelled DCS. Any other claims are hereby excluded to extend permitted by law.

6.2. If the DCS leader is absent or unavailable, DE-CIX reserves the right to appoint an equivalent substitute DCS leader. In this case, there is no entitlement to a refund of the participation fee.

7. Liability

Use of the premises of the DE-CIX Meeting Center is at the customer's own risk. No responsibility is taken for personal effects or valuables to the extent permitted by law. In the case of damage to the premises, material, etc. of DE-CIX caused by the customer, customer may be held liable.

8. Data protection/ Confidentiality

8.1. The contractual parties are under obligation to maintain the confidentiality of information regarding operational and business secrets of both parties, also after the end of the DE-CIX Consulting Service.

8.2. DE-CIX takes the protection of participant's personal data very seriously and in this respect strictly complies with the regulations of the EU General Data Protection Regulation (GDPR) and of the German Federal Data Protection Act (BDSG). DE-CIX collects, processes, and uses the personal data of DCS participants (name, email address, postal address, and telephone number), as far as this information are required for the provision, definition of content, implementation or amendment of this agreement. The legal basis for this is Art. 6 Para. 1 lit. b) GDPR. The data collected for concluding this agreement will be stored for the period of time required by law or, when applicable, for the term of contractual guarantee and warrantee rights. At the end of this period, DE-CIX retains information regarding the

contractual relationship, as required by trade and tax law, for the legally determined period of time. For this period of time (generally ten years from the conclusion of the contract) the data will only be processed again in the event of an audit by the taxation authority.

8.3. The participant has the right to demand at any time information regarding the participant's personal data stored by the DE-CIX, the correction of mistakes and the completion of correct data, the deletion of stored data, the limitation of the processing of the data, and data portability, in accordance with Art. 20 GDPR. Furthermore, the participant has the right to complain to a supervisory authority and the right, for reasons that arise out of its special situation, at any time to withdraw consent for the processing of his or her personal data being undertaken on the basis of Art. 6 Para. 1 lit e) or f) GDPR; this is also the case for profiling based on this provision. For any questions regarding data protection, participants can contact our Data Protection Officer by email at dataprotection@de-cix.net.

8.4. Furthermore, the DE-CIX Privacy Policy applies (available for download here: www.de-cix.net/en/privacypolicy)

9. Copyright

DE-CIX reserves all rights to DCS content and documents (regardless in which form), translations, copies, and reprints, as well as excerpts. The DCS documents may not be reproduced, processed, copied, distributed, or made public - even just excerpts - without prior written permission from the DE-CIX. Legal proceedings may be initiated in the event of any misuse and violation hereof.

10. Applicable law / Jurisdiction

10.1. This contract is in regard to its creation and all of its effects subject exclusively to the laws of the Federal Republic of Germany. CISG is excluded.

10.2. If the participant is a businessperson and if he/she enters this contract within the framework of his/her business or employment activity, or if he/she is a legal person governed by public law or a public entity with special funds, the place of jurisdiction for any disputes arising from claims of either one of the parties to this contract shall be exclusively Cologne.