

Terms and Conditions

General conditions of EPF - European Peering Forum for participation in events

1. Scope

1.1. These terms and conditions shall apply to all contracts pertaining to the participation of business partners (hereinafter „*participant*“) to the EPF hosts (AMS-IX, DE-CIX, LINX and Netnod)events including its affiliates -- (hereinafter „EPF “).

1.2. These terms and conditions shall implicitly apply to all future contracts described in 1.1.

1.3. Differing terms and conditions of the *participant* do not apply. They do not apply even if the EPF hosts does not explicitly reject them.

1.4. EPF reserves the right to change the terms and conditions at any time. The *participant* shall be informed of these changes in writing. The changes are considered as approved if the *participant* does not object in writing within one month upon the receipt of the letter informing of the changes. EPF shall specifically make mention of this in the letter informing of the changes.

2. Conclusion of the Contract/ Information on Distance Selling

2.1 The registration begins with the click on the registration button on the respective EPF event website containing the event information. The event information noted on this website as well as brochures, invitations or newsletters does not represent a binding offer from EPF. It represents a request from EPF to the *participant* to make a binding offer to EPF with the registration. With a click on the registration button, the *participant* is routed to an order form which is run by AMS-IX for EPF. The *participant* makes his offer to the conclusion of a participation contract by clicking on the button „register“ on the order form. A *participant* makes an effective offer only if all of the required fields on the order form marked by a * symbol order were filled out and if these participation terms and conditions as well as the business terms and conditions and the privacy policy of EPF were accepted.

2.2 Due to the fact that participation is limited for EPF events, registrations are considered in chronological order of receipt. As long as the number of tickets requested by the *participant* are available for the event selected by the *participant*, the company AMS-IX sends a confirmation email to the *participant* as soon as his/her order has been received and when the *participant* meets the requirements which are needed in order to attend the event, which are defined by EPF. The contract becomes effective with the receipt of this confirmation email by the *participant*.

3. Provision of Service

3.1. The EPF hosts (owes the *participant* in possession of a valid e-mail confirmation the opportunity to participate in the event. The event content, especially the topic, program sequence, date, time and place result from the respective event agenda on the EPF event website.

3.2. EPF reserves the right to make changes to the agenda, especially pertaining to the program and the speakers.

3.3. The *participant* owes in some cases which are explained on the EPF website EPF payment of the participation fee.

4. Cancellation by the *Participant*

If the cancellation of the participation is requested 30 days after registering for the event than the following policies apply.

- a) If the cancellation takes place after 30 days after registration and before the 60 days pre event, the participant will be charged 50 % of the participation fee.
- b) If the cancellation takes place 60 days before the event, the participant will be charged 70 % of the participation fee.
- c) If the cancellation takes place between 60 and 45 days before the event, the participant will be charged 80 % of the participation fee.
- d) If the cancellation takes place 45 days or less before the event the participant will be charged the full participation fee.

How to cancel: by email to info@peeringforum.eu

5. Event Cancellation by the EPF hosts / Change of location (building) / *Participant* Excluded from Participating

5.1. EPF reserves the right to cancel events due to a small number of *participants* up to 1 months before event begins.

5.2. Moreover, EPF reserves the right to cancel the event for compelling reasons – including sickness of the speakers – as well as cases of force majeure – including war, fire, bad weather, burglary and strike.

5.3. In case of an aforementioned cancellation, the *participant* will be offered by EPF either an auxiliary date or a full refund of the already paid participation fees. Further *participant* claims are excluded unless EPF or EPF’s assistant acts with intent or gross negligence.

5.4. EPF reserves the right to move the location of events within the originally announced city without naming a reason. EPF will in this regard notify the *participant* at the latest three (3) work days prior to event begin in writing. This does not apply to short term building changes due to circumstances not caused by EPF as well as circumstances of force majeure.

5.5. EPF reserves the right to exclude a *participant* who disturbs the order of the event from further participation. In this case a refund is not paid unless EPF or EPF’s assistant acts with intent or gross negligence.

5.6. In justified cases, EPF reserves the right to refuse the participation in this event (e.g. conflict of interest). Contrary provisions shall not apply in this case.

6. Copy Rights

The EPF hosts (reserves all rights to event documents (regardless in which form), translations, copies and reprints, excerpts as well. The event documents may not be reproduced, processed, copied, distributed or made public, even just excerpts, without prior written permission from EPF.

7. General Liability Provisions /Statute of Limitations

7.1. As long as it is not mentioned otherwise hereafter, the EPF hosts is only liable for damages if the loss was caused by EPF or one of its representatives or one of its assistants with intent or gross negligence. As far as hereafter the liability is effectively excluded or limited, this also applies to the personal liability of employees, other employees, entities, representatives and assistants.

7.2. EPF is liable for breaches of assumed responsibility. EPF only assumes responsibilities if they are defined in writing as such.

7.3. EPF is liable without limitation for negligent, grossly negligent or intentional loss of life, damage to the body and health.

7.4. Should EPF negligently not fulfill a cardinal duty or a duty crucial to the contract, it is liable to pay damages for, foreseeable and typical losses for this type of contract, the maximum limit being the contract value.

7.5. EPF is not liable for performance impairment resulting from circumstances of force majeure, especially from legal internal strikes and natural catastrophes.

7.6. A liability for late remedies or removal of deficiencies is only given if the *participant* points them out in a timely manner and if the *participant* gives EPF or its assistants the actual opportunity to remove the given deficiency.

7.7. Above and beyond delivering the event services owed, EPF is not responsible for goals set by the *participant* when entering the contract especially goals set by the *participant* resulting from attending the event.

7.8. All claims against EPF are subject to a statute of limitation and EPF me invalid within one (1) year after the *participant* became aware of the loss. Liability claims arising from loss caused by negligence are excluded. In these cases and when the *participant* is a consumer, the legal statute of limitations applies.

8. Privacy Protection

8.1. EPF takes the protection of your personal data very seriously and we strictly comply with the regulations of the EU General Data Protection Regulation (GDPR) and of the German Federal Data Protection Act (BDSG (new)). EPF collects, processes and uses the personal data of event participants (name, email address, postal address and telephone number), insofar as this information required for the signing, 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 warranty rights. At the end of this period, EPF 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.

8.2. For the purposes of carrying out and optimizing the event, and for the ensuing administration after the event, the personal data of the participants is forwarded to the respective working group leader, who is generally formally employed by a company that is not connected to EPF under commercial or company law. Moreover, personal information pertaining to the participant is forwarded to the company Eventbrite which organizes the ordering and billing for the event on behalf of EPF. Finally, EPF transfers the personal data of participants to the event hosts. Beyond this, personal data will be transferred to MeetingTool GmbH | Grißheimerstraße 19 | 79426 Buggingen.

Further forwarding to third parties does not occur. The legal basis for the aforementioned processing of data is the existing contractual relationship between the participant and EPF, according to Art. 6 Para. 1 lit. b) GDPR.

8.3. EPF processes the personal data of participants for marketing purposes. The GDPR pronounces such data processing as conceivable in principle and as a legitimate interest, on the basis of Art 6 Paragraph 1 f). The duration of data storage for marketing purposes does not follow a rigid doctrine and is oriented around the question of whether the storage is necessary for addressing the marketing.

EPF processes the email address of the participant, in order to send, separate to the current agreement, a specific consent form to receive information regarding EPF's own, similar goods or services.

8.4. The participant can withdraw consent for this use of his/her email address at any time with effect for the future by email to info@peeringforum.eu or through the use of the "Newsletter unsubscribe" link in every email. No costs are incurred for this other than the transmission costs at basic tariffs. Insofar as the participant has withdrawn consent, the respective contact addresses will be blocked for further data processing for marketing purposes.

8.5. The participant has the right to demand at any time information regarding the participant's personal data stored by EPF, 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. Further, 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.

8.6. Since the EPF website is owned by AMS-IX their Privacy Policy applies. This can be found at www.ams-ix.net/ams/documentation/privacy-policy

9. Written Form, Contract Language, Partial Nullity

9.1. Possible subsidiary agreements to this contract may not be made. Any amendments or additions to this contract require written form to be effective. Abandoning or changing the written form also requires the written form. The validity of oral agreements is specifically excluded.

9.2. Authoritative and decisive is the contract text in the English language alone. If correspondence is conducted in a foreign language, or if documentation or information is translated into another language, when in doubt, the English language shall apply exclusively.

9.4. Should one or more conditions within these terms and conditions or a condition within the framework of other agreements be void or become void, it shall not affect the validity of all other conditions or agreements. The parties to the contract in this case pledge to partly or entirely replace the void or unexecutable condition with a valid and executable condition which partly or entirely comes closest to the set EPF economic goal of the partly or entirely void or unexecutable condition. The same applies in case of gaps.

10. Applicable Law, Place of 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 businessman and if he/she enters into this contract within the framework of his/her business or employment activity, 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. EPF reserves the right to take legal action against the *participant* at his/her place of general jurisdiction.