

Terms and Conditions of Participation

in the online seminar "Help, It's a medical device! Certification for Newbies & Start-Ups on December 1st, 2021 from 10:00 to 11:30 a.m. (in the following referred to as "Online Seminar"), which is organized by VDE Verband der Elektrotechnik Elektronik Informationstechnik e.V.

Please read these Terms and Conditions of Participation carefully. By registering for the Online Seminar, you agree to be bound by these terms and conditions.

1. Organizer

Organizer of the Online Seminar is VDE Verband der Elektrotechnik Elektronik Informationstechnik e.V., Stresemannallee 15, 60596 Frankfurt am Main.

2. General Terms / Consideration for the free participation

- a. The Online Seminar will take place on December 1st, 2021 from 10:00 p.m. to 11:30 a.m. exclusively as an online event.
- b. Registration and participation are free of charge, but require subscription to our free weekly "VDE Medical Devices and Software" newsletter and consent to the use of personal data by the organizer and its affiliated companies within the meaning of § 15 AktG ([German Stock Corporation Act](https://www.vde.com/de/ueber-uns/organigramm)) (<https://www.vde.com/de/ueber-uns/organigramm>, in the following referred to as „VDE-Group“) for invitations to events and information within the scope of VDE -statutory purposes (e.g. seminars, conferences, excursions, lectures, campaigns). The participant has the option to unsubscribe from the newsletter at any time by clicking on the corresponding link at the end of the newsletter or by [e-mail to us \(meso@vde.com\)](mailto:meso@vde.com).

The participant also has the option to object to the use of personal data by the VDE Group for invitations to events and information for statutory purposes (e.g. seminars, conferences, excursions, etc.) at any time by sending an [e-mail to us \(meso@vde.com\)](mailto:meso@vde.com).

- c. The Participant has to bear any connection costs that may be incurred when participating in the Online Seminar, whether by landline, mobile phone or other means,
- d. This Online Seminar is exclusively for entrepreneurs (industry, trade, crafts, associations and companies). Private consumers are not entitled to participate in this Online Seminar. Upon request of the organizer, the participant is obliged to prove that he/she is not a consumer.
- e. The number of participants for the Online Seminar is limited. If the maximum number of participants is exceeded, the organizer reserves the right not to consider incoming registrations after the maximum number of participants has been exceeded. The respective registrant (s) will be informed immediately.
- f. The Online Seminar has a minimum number of participants of 8 persons. To determine the minimum number of participants, all registrations received by November 24th, 2021 10 a.m. will be considered.

3. Cancellation

- a. If the implementation of the Online Seminar is impossible due to force majeure or for an important reason (e.g. due to illness of a speaker or due to a low number of participants), the participants will be informed without undue delay.
- b. Participants may cancel their participation for the Online Seminar at any time via the Internet, fax or e-mail. This revocation refers exclusively to the registration for the Online Seminar, unless the revocation also expressly refers to the unsubscription from the newsletter and/or the

use of personal data for the purposes mentioned under 2 c).

4. Registration / Personal Data – Data Protection

Participation in the online seminar requires the following:

- a. Registration of the participant by entering the following data:
 1. Name, first name
 2. E-mail-adress
 3. Company or institution
 4. Street and number
 5. Postal code
 6. City
 7. Telephone number
 8. Title (if indicated)
 9. Department (if indicated)
- b. By registering, the participant automatically subscribes to our free weekly "VDE Medical Devices and Software" newsletter and also agrees that his/her personal data may be used by the VDE Group for invitations to events and information within the scope of VDE statutory purposes (e.g. seminars, conferences, excursions, etc.).
- c. The participant must have given his/her consent to these Terms and Conditions of Participation.

5. Data protection

Informations on how the organizer handles the participant's personal data, the purposes for which the data is processed, the legal basis of the processing and the rights of the participants, can be found at <https://www.vde.com/en/privacy-statement>.

6. Limitation of liability

- a. The organizer will apply reasonable effort to ensure reliable accessibility and functionality of the Online Seminar. Nevertheless, the organizer cannot assume any warranty that the Online Seminar is actually accessible and functioning properly at any times.
- b. The organizer will endeavour to remedy the disruptions as quickly as possible.
- c. The organizer cannot assume any warranty that any stationary or mobile device (PC, laptop, smartphone, tablet PC, etc.) is compatible and/or can be used without any technical error(s) in terms of data transmission in the Online Seminar.
- d. The organizer shall not be liable for any problems or defects caused by the terminal equipment, networks and data transmission paths used by the participant for participation until the data is received by the organizer. In particular, the organizer shall not be liable for the loss, delay, alteration, manipulation and/or misdirection of e-mails and/or data during data entry, data capture, data transmission and/or data storage, which have their cause in third-party data networks, in particular on the Internet, in third-party telephone networks or third-party mobile telephone networks and/or third-party hardware or software, including the hardware and software used by the participant. Likewise, he is not liable for incorrect information caused by participants and/or third parties, their hardware or software.
- e. The organizer is also not liable in the event of (i) theft or destruction of the systems and/or storage media on which the programs required for the online seminar and the data collected in

connection with the implementation of the online seminar are stored, (ii) in the event of force majeure events resulting in technical failures, (iii) in case of modification or manipulation of the programs used for the Online Seminar and/or the data collected in connection with the implementation of the Online Seminar by participants or third parties, (iv) as well as for the conduct of other participants or third parties or for information or statements made or passed on by participants or third parties in relation to the Online Seminar.

- f. The limitations of liability of the organizer listed in this section 6 do not apply to damages based on injury to life, limb or health or to damages caused by gross negligence or intent on the part of the organizer, its employees, agents and vicarious agents. In the event of culpable injury to life, limb or health or in the event of grossly negligent or intentional conduct, the organizer shall be liable without limitation. In the case of slight negligence, the organizer shall only be liable if a contractual obligation essential for achieving the purpose of the contract has been breached; in this case, the claim for damages shall be limited to the typically foreseeable damage.
- g. The exclusions and limitations of liability set out in this clause 6 shall apply to all claims for damages irrespective of their legal basis and in particular also to pre-contractual and ancillary contractual claims. They do not, however, restrict mandatory statutory legal liability or liability based on warranty, insofar as it was intended to protect the participants from the damage that has occurred.

7. Place of performance and jurisdiction

As far as legally permissible, Frankfurt am Main is agreed as the place of performance and jurisdiction. If the participant does not have a general place of jurisdiction in Germany or moves abroad after participation, Frankfurt am Main is also agreed as the place of jurisdiction.

8. Applicable law

German substantive law shall apply exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

9. Other

- a. Any deviations from these Terms and Conditions of Participation must be made in text form in order to be effective. This also applies to the cancellation of the written form requirement.
- b. Should individual provisions of these Terms and Conditions of Participation be or become invalid, the remaining provisions shall remain valid.