

## General terms of business for the use of the tools on the website of HUSUM WindEnergy Virtual Congress for which a charge is levied

### § 1 Scope of application

The most recent version of the following general terms of business apply with regard to the legal relationship between the provider of the Internet-based service, MESSE HUSUM / HWG mbh & Co. KG (hereinafter "Operator"), the programme providers at the **HUSUM WindEnergy Kongress 2010** (hereinafter "Providers") and its users (hereinafter "Users") established through the use of the website of the HUSUM WindEnergy Virtual Congress. These general terms of business explicitly do not apply to the HUSUM WindEnergy Wind Community.

### § 2 Subject of the contract

The online content at the website of the HUSUM WindEnergy Virtual Congress offers free services and services for which there is a fee. The type and scope of the services, and the charges for the same are described on the price list at the website of the HUSUM WindEnergy Virtual Congress. The provider reserves the right to alter the scope and functionality of the services provided at any time without giving reasons. The charges for concluded contracts remain unaffected until the point in time of any extension.

### § 3 Conclusion of the contract

Services for which there is a charge, provided at the website of the HUSUM WindEnergy Virtual Congress, are booked using the booking form provided on the website, by post, fax, telephone or eMail. The contract for the use of services for which there is a charge comes into being when the Operator sends the confirmation of the order to the User by eMail. The right of withdrawal described in § 4 is valid for consumers.

### § 4 Right of withdrawal for customers (§ 13 BGB)

If the user is a consumer, he can withdraw from the contract declaration within 2 weeks in writing but without stating reasons within 2 weeks (e.g. letter, fax, eMail). This period of grace starts on receipt of this legal briefing in writing, but not before fulfilment of our duty to provide information in accordance with § 312 c Abs. 2 BGB in conjunction with § 1 Abs. 1, 2 and 4 BGB-InfoV and in conjunction with § 312 e Abs.1 Satz1 BGB in conjunction with § 3 BGB-InfoV. The period of notice of withdrawal is upheld if the notice of withdrawal is sent off within the period. The withdrawal is to be addressed to:

Husumer Wirtschaftsgesellschaft mbH & Co. KG  
Am Messeplatz 16-18  
25813 Husum

In the event of withdrawal from the contract any services received by either party are to be reimbursed and where applicable any benefits gained are to be handed over. This can result in the situation that the User has to fulfil the contractual obligations to make payment for the period up to the withdrawal. The User can avoid the compensation if he can prove that he has not made use of the services for which there is a charge.

End of the legal briefing regarding withdrawal

## **§ 5 User's obligations**

5.1 The User undertakes to be responsible for the updating of his own data, and for its correctness.

5.2 The User is obliged to report changes to his user data immediately.

5.3 The User may not use any pseudonyms or noms de plume.

5.4 The User assures that he is of legal age at the time of registration.

## **§ 6 Charges**

6.1 Charges are based on the prices published at [www.husumwindenergy.com](http://www.husumwindenergy.com).

6.2 The charge for using the website of the HUSUM WindEnergy Virtual Congress until September 2011 is to be paid in advance. In the event of the contract being extended, the charge for the following year will also be due at the start of the same year.

If the "Congress Flatrate" is booked, the Operator reserves the right to first give the User the online password at the Information counter in the HUSUM WindEnergy 2010 congress centre.

If the "Virtual Congress Flatrate" is booked, the Operator will send the User the password as soon as the fee has been received.

## **§ 7 Term and termination**

The contract comes into being with the declaration by the Operator of acceptance of the registration, for which there is a charge, and is initially valid until 30 September 2011. The contract is automatically extended for a further 12 months if notice of termination is not given in writing (post, fax, eMail) at least 3 months before the end of the contract term.

## **§ 8 Liability**

The Operator is simply offering the customer with access to all recorded congress events on [www.husumwindenergy.com](http://www.husumwindenergy.com).

The User recognises that 100% availability of the platform is not technically possible. In particular, maintenance, security or capacity issues, or events outside the Operator's control (such as breakdowns of public communication networks, power cuts etc.) can result in short-term interference or temporary cancellation of services. The User has no right to compensation if the cause of the fault is not deliberate or the result of gross negligence on the part of the Operator.

The Operator accepts no responsibility for the correctness of the published content, for its defectiveness and/or incompleteness, for its legality, its propriety, or for any violation or fulfilment of copyright laws in relation to the content published on the respective page of the website.

Any misuse of the data provided on this website, whether wittingly or unwittingly, is strictly forbidden, as is the passing on of such data to other Users.

Neither the Provider of the content nor the Operator are generally liable for any damage – regardless of legal reason – which may result from the use of this website. Any claims made by the User, even for editorial, grammatical or printing errors, or for any entries left out are not allowed, and are solely limited to remedy, unless deliberate or grossly negligent behaviour on the part of the Operator or the Provider are the cause for the fault.

## **§ 9 Data protection**

In accordance with Paragraph 26 Clause 1 of the German Data Protection Law the User is notified that the Operator will store and process his full address and all the information needed for billing and for running the online system electronically. The Operator is aware that the User expects his data to be handled sensitively, cannot however be liable for its safeguarding, especially in the case of unauthorised access by others (see also § 8 LIABILITY). The data will however not be passed on to any third parties without the User's explicit permission

## **§ 10 Severability clause**

If any individual clauses of this contract are invalid or non-executable, or should become so after the conclusion of the contract, this will not affect the validity of the contract as a whole. Such invalid or non-executable clause will be replaced by such a clause that achieves the original result desired by the parties to the contract. The foregoing provisions shall apply correspondingly in the event of gaps or omissions in the contract.

## **§ 11 Legal venue**

The legal venue for all disputes resulting from the contractual relationship between the User and the Provider is Husum.

## **§ 12 Applicable law**

The contract is subject to the laws of the Federal Republic of Germany.