

Terms & Conditions for Participating at Events

1. Introduction

- 1.1 **Henry Schein Services GmbH**, business address Monzastraße 2a, 63225 Langen, Germany, ("**HSSG**", "**we**", "**us**" or "**our**") operates the website **www.dentology.world** as a platform ("**Platform**") for business-to-business conferences, symposiums, webinars, product presentations and exhibitions and other content (as the case may be) organized, executed and hosted by HSSG or its affiliates ("**Henry Schein**") relating to, *inter alia*, professional dentistry, dental medicine, dental care and services, dental products and technology, dental practice software as well as to training and education in the dentistry (collectively the "**Events**").
- 1.2 The Platform provides its users with the opportunity to get information in the aforementioned areas, register for information, purchase log in credentials or tickets for and take part in Events or to communicate with Henry Schein or third parties including other users.

2. Scope and Event

- 2.1 **Events.** The contractual relations between HSSG and the user when visiting the Platform or participating at Events are governed exclusively by these participants terms and conditions ("**T&C**"). The user, to whom also is referred to as "**Participant**" or "**You**" in these T&C shall agree to these T&C before participating at Events. Deviating or supplementary terms and conditions of a user or a third party do not apply.

You acknowledge and agree that HSSG or the relevant organiser, in its sole discretion, reserves the right to change any and all aspects of the Events, including but not limited to, the name, themes, content, program, speakers, performers, hosts, moderators, venue, and timings.

- 2.2 **Dentology 2021.** In particular, these T&C relate to our Event "**Dentology 2021 powered by Henry Schein**" (the "**Event**") an international symposium on Digital Dentistry held live online on

Friday 29 January 2021 and Saturday 30 January 2021

In addition, User can use its log-in information to visit the Platform, the Event's 3-D-World as well as re-watch lectures and sessions for an extra four weeks until Saturday 27 February 2021 23:59 CET (the "**End Date**").

- 2.3 **Dental professionals only.** Only individuals (natural persons) being at least 18 years old and having full legal capacity are allowed to register as a user and only those users are allowed to participate in the Event, who are dental professionals or who own or who work for a dental business. For the avoidance of doubt, the Platform and the Events are not directed at and shall not be used by consumers (*Verbraucher*), but they are created, managed and used for a purpose that can be attributed to the Participant's commercial, self-employed and/or professional activity in dentistry. The user understands and agrees that the information submitted in this regard is accurate and that any misrepresentation could lead to additional charges or fees being applied to the user.
- 2.4 **Event language.** Event language is English. HSSG may in its sole discretion provide subtitled translations, into several European languages, for example, for some of the expert speeches.

3. Registration and User Account

- 3.1 **Ways to register to the Event.** Registration is provided through a dedicated link or portal. There is a fee-based registration or the purchase of tickets to participate in an Event.

3.2 **Registration form, password and user account.**

- 3.2.1 The registration form shall be filled out by you completely and truthfully online with your business information to which you must keep all your details up to date at all times. HSSG is entitled to request written evidence to verify the data provided.
- 3.2.2 Each user shall only register once and you agree to follow the instructions to set up a password-protected account.
- 3.2.3 The user name shall neither infringe any third parties' rights nor offend common decency and must not contain any contact information (e.g. e-mail address).
- 3.2.4 Depending on the specific set up of the Events, each user can create a user profile, chose amongst several languages for subtitled translations of speeches, book post Event online meetings or calls, and chat with/contact Henry Schein. You are solely responsible for maintaining the security of your log-in credentials and for all activity that occurs on your account.
- 3.2.5 You shall not permit anyone other than you to use your account. If you become aware or suspect that anyone knows your log-in credentials, you should promptly contact us.
- 3.2.6 Your account will be usable until the End Date. You may also close your account by contacting our Helpdesk via the platform.

3.3 **Helpdesk.** Depending on the specific set up of the Events, HSSG may provide a helpdesk to support you before, during and after the Events ("**Helpdesk**").

3.4 **Termination of User Account.** HSSG reserves the right to terminate your account and/or prohibit you from attending the Event and/or any future Events if:

- any abusive or threatening behavior is carried out by you or on your behalf or via your account;
- we suspect any fraudulent activity or other illegal activity is carried out by you or on your behalf or via your account;
- we suspect any unauthorized use of your account or other unauthorized activity is carried out by you or on your behalf or via your account;
- we are ordered to do so by any legal or regulatory authority; and/or
- you otherwise breach the terms of this T&C or any other applicable policies.

4. **Purchasing, checks, log-in, ticketing and payment.**

4.1 **Purchase agreement.**

- 4.1.1 By submitting a completed registration form and following the steps required by the relevant payment provider, the user makes a binding offer to HSSG to conclude a purchase agreement. HSSG, in its sole discretion, may or may not accept such offer and may conclude the user agreement by confirming the registration and activating a user account.
- 4.1.2 If you are making purchases on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity and this T&C and references to "You" etc. refer and apply to that company or other legal entity.
- 4.1.3 By purchasing from us, you acknowledge that you have read, understood and agree to be bound by the terms and conditions of this T&C. If you do not agree with this T&C or any other applicable rule or document, or if you cannot comply with any of them, then you must not make a purchase.
- 4.1.4 Your purchase agreement starts once we have confirmed your order and ends immediately after completion of the Events or the End Date of the Event for which you have purchased ticket(s).

Please ensure that you read the Event description details and are happy with your selection prior to purchase as we may be unable to rectify issues arising as a result of your mistake.

- 4.1.5 HSSG is entitled to cancel an order placed by the user (unilateral right of withdrawal; *einseitiges Rücktrittsrecht*) if the user violates these T&C or other conditions set up by HSSG as part of the pre-sale or attempts to circumvent those. The declaration of cancellation or withdrawal can also be made implicitly by crediting the full registration fee back. Sec. 350 German Civil Code does not apply.
- 4.2 **Checks.** To prevent fraud and protect us, we reserve the right to carry out checks and/or request that additional information be provided in order to verify purchases. All purchases are subject to credit or debit card verification (if applicable), other security checks, and collection of payment details. Your order may be cancelled if it has not passed our verification process or if payment is not received in full. In rare circumstances, for example, if your payment is recalled by the associated bank or payment provider, we reserve the right to cancel and refund any order for which an order confirmation has been sent. We accept no responsibility or liability for such cancellations, as these are outside of our control. Also, we reserve the right to cancel any orders that we reasonably suspect to have been made fraudulently, without any notice to you, and any and all Items obtained as part of such orders will be void.
- 4.3 If you do not receive an order confirmation after submitting payment information, or if you experience an error message or service interruption after submitting payment information, it is your responsibility to confirm via our Helpdesk whether or not your order has been placed. Only you may be aware of any problems that may occur during the purchase process. We will not be responsible for any costs or losses you incur if you assume that an order was or was not placed because you failed to receive an order confirmation.
- 4.4 **External payment provider.** For ticketing and payment, HSSG uses an external third party service provider, called Eventbrite (more details: <https://www.eventbrite.com>).
- 4.4.1 You have to follow relevant steps and fill out fully and truly required data, *inter alia*, user needs to include its business address as invoice address.
- 4.4.2 You agree that the information you have submitted to us is accurate and that any misrepresentation could lead to additional tax charges or fees being applied to you.
- 4.4.3 Relevant registration fees are set out in detail on the Platform. All prices for Items offered for sale from us are plus German VAT.
- 4.4.4 User agrees that HSSG will only provide invoices in electronic form via the Platform. It is your obligation alone to download the invoice until the End Date, if you need it electronically or in hard copy for your files and/or tax declaration.
- 4.5 **Log In.** After receipt of payment you will be able to use the log in credentials you created during registration process to access the Event and the four weeks after the Event. If you forget your log in credentials you can contact the Helpdesk for support.
- 4.6 There will be no refund after purchase, save as set out in clause 7 of this T&C.
5. **Participant's minimum technical requirements.** In order to have the best experience during our Events the minimum technical requirements you need to fulfil are:
- A laptop or computer (the virtual event is not suitable for use on a mobile or tablet device);
 - Have a good and steady internet connection;
 - Use functioning headphones or loudspeaker, microphone and screen;
 - Use an operating system and browser from the following approved browser list:
 - Microsoft Edge 83 or higher (Windows 7, Windows 10)

- Google Chrome 83 or higher (Windows 7, Windows 10, OS X El Capitan, Mac OS Sierra, Mac OS High Sierra, Mac OS Mojave, Android 8.1 Oreo, Android 9 Pie, Android 10, iOS 12, iOS 13)
- Safari 13 or higher (OS X El Capitan, Mac OS Sierra, Mac OS High Sierra, Mac OS Mojave, iOS 12, iOS 13)
- Firefox 76 or higher (Windows 7, Windows 10, OS X El Capitan, Mac OS Sierra, Mac OS High Sierra, Mac OS Mojave)
- Have Java Script enabled on your computer/laptop. If you need to enable Java Script please [click here](#).

6. Limitations on use

- 6.1 **No re-sale of tickets, log in credentials, etc.** By registering for any Event you agree not to sell, trade or share your log in details, ticket, access code or number or alike (as the case may be), unless such transfer was approved by HSSG beforehand.
- 6.2 **Disruptive Conduct; Unethical and/or Non-Compliant behavior.** You acknowledge and agree that HSSG reserves the right to remove you from the any of the Events, in its sole discretion, determines that your presence or behavior creates a disruption or hinders HSSG or the enjoyment of the Event by other attendees. This includes, but is not limited to, actual or potential unethical and/or non-compliant business practices or (ii) in case you violate any copyright laws or (iii) make any statement, comment or expression about products other than your personal opinion, and these, as the case may be, must fully comply with any applicable legal regulation (e.g. law on the advertising of medicines or Act against Unfair Competition (UWG), etc.).
- 6.3 **No photography, recording, live streaming, videotaping or alike.** User may not record or broadcast audio or video of sessions at the Events. User may ask HSSG for official material from the Event (e.g. pictures, press releases) to only be used for business purposes (e.g. for company or annual reports, company media pieces, etc.) subject to HSSG's prior written approval.
- 6.4 **Unauthorized use.** It is prohibited to obtain or attempt to obtain any log in credentials, tickets or other items through unauthorized use of any robot, spider or other automated device or software, or through unauthorized framing or linking to any website, or through any other illegal or unauthorized activity. We reserve the right to cancel any orders that we reasonably suspect to have been made in breach of this T&C, without any notice to you, and any and all items obtained as part of such orders will be void.

7. Event cancellation or alterations

- 7.1 If the event is cancelled or rescheduled, we will use reasonable endeavors to notify you.
- 7.1.1 **Cancellation.** HSSG or the relevant organizer may cancel an Event in full in its sole discretion (and has no obligation to re-schedule) up to one (1) week prior to the Event, for any reasons, e.g. if the numbers of attendees do not make it financially viable for HSSG and shall notify the Participant accordingly and HSSG shall have no liability whatsoever towards the Participant other than to repay the full registration fee.
- 7.1.2 **Re-Scheduling.** If the Event for which you have purchased log in credentials or tickets is rescheduled, log in credentials, tickets and packages (as the case may be) will usually be valid for the new date. If you notify us within the specified deadline that you are unable to attend the re-scheduled Event, you will be able to cancel your order and obtain a refund of the full registration fee excluding any administration fee. Failure to notify us within any specified deadline that you are unable to attend the re-scheduled Event will be deemed to be a reconfirmation of your order for log in credentials or tickets for the rescheduled event, and you will not be able to claim a refund.
- 7.2 To claim a refund under clause 7.1 please contact our Platform Helpdesk. Refunds will be made using the same means of payment as you used for the initial purchase.

7.3 If Participant breaches any terms or conditions of this T&C, HSSG may terminate the agreement, in which case Participant shall have no right to a re-payment of the registration fee paid.

8. Intellectual property

8.1 All intellectual property rights in and to the Event, the Event content, and all materials distributed at or in connection with the Event are owned by HSSG, or the Event sponsors or speakers presenting at the Event. You may not use or reproduce or allow anyone to use or reproduce any trademarks or other trade names appearing at the Event, in any Event content or in any materials distributed at or in connection with the Event for any reason without the prior written approval of HSSG.

8.2 For the avoidance of doubt, nothing in these T&C shall be deemed to vest in you any legal or beneficial right in or to any trademarks or other intellectual property rights owned or used under license by HSSG or any of its affiliates; nor does these T&C grant to you any right or license to any other intellectual property rights of HSSG or its affiliates, all of which shall at all times remain the exclusive property of HSSG and its affiliates.

8.3 User is aware of and agrees that HSSG and its servicers capture images of, live stream and/or record the Event in sound, film, photo or online including, as the case may be, any User's statements or questions during a session. User hereby grants HSSG and its servicers or affiliates the right to (i) make such sound, film, photo or online recordings (the "**Recordings**") of the Event; and (ii) to use any related intellectual property right.

8.4 User transfers to HSSG the exclusive and unlimited rights relating to the Recordings for use, editing, processing, reproduction, recording; distribution, presentation, public and non-public demonstration, reproduction all whole or in part in any and all languages and in any and all platforms, any media whether now known or unknown or hereafter invented which includes, but is not limited to, image carriers (*Bildträger*), advertising, print media, digital reproduction systems and (social) networks (e.g. Internet, Facebook) and also on-demand, archival, digital as well virtual exploitation; and includes, if existing, any copyright remuneration claims (e.g. Sec. 27, 47, 54 German Copyright Act; UrhG) as well as the right to transfer these rights exclusively or non-exclusively to third parties. User, in particular, allows HSSG to edit, reshape, modify, shorten, synchronize or transfer the Recordings in whole or in part while respecting the (copyright) personal rights or to transfer it to other forms of work.

9. Data Privacy Information pursuant to Artt. 13 and 14 GDPR

9.1 **Purposes of data processing and legal bases.** The data you provide when registering will be used for the organization and execution of the Event (e.g. for registration/purchase of log in credentials, tickets, invoicing, payment management, organization of the technical helpdesk during the Event as well as enabling you to chat with/contact a sales person of the Henry Schein companies of your country of origin ("**local HS companies**"), to grant access to the Platform as described in these T&C (legal basis Art. 6 para. 1 lit. b) GDPR – fulfilment of the contract). Furthermore, the data is processed for tax requirements (legal basis Art. 6 para. 1 lit. c) GDPR – legal requirement).

All information related to the Event including your user behavior on the Platform such as the lectures and the booths you visit, questions you ask during the event and information from discussions with the sales representatives can be documented and stored in the Customer-Relationship-Databases of your local HS companies, legal basis Art. 6, para. 1, lit. f) GDPR, permitting the use of personal data within the scope of our "*legitimate interest*" or the legitimate interest of the local HS companies, as long as your fundamental rights, freedoms or interests do not prevail. The legitimate interest is to follow-up after the Event according to your interests, to improve services for the future and to promote the products sold by local HS companies. You can object to this if there are reasons which exist in your particular situation. To do so, send an e-mail to (DPOE@henryschein.com). A list of local HS companies and their websites with further information on data protection can be found in the Privacy Policy of the registration website **here** and later on the Platform.

If we want to use your contact details (email, phone, address) for direct marketing we will do that only in accordance with applicable law or with your prior consent. When using tracking mechanisms on the website and Platform, such as Cookies and other analytics technologies, we ask for your prior consent (legal basis Art. 6 para. 1 lit. a) GDPR - consent).

- 9.2 **Profiling.** The local HS companies receiving information according to 9.1. will store this data together with other data about you they have already obtained from other sources and from their own databases in order to develop offers that are in line with your interests and to improve and evaluate their own services.
- 9.3 **Time limits of data storage in the Platform.** Your data collected in the context of the Event will be stored for a maximum of twelve weeks after the end of the Event in the Platform before it is transferred to the local HS companies.

Transaction-related data will be stored for 10 years according to applicable tax requirements.

If local HS companies obtained your consent for direct marketing activities they will use that data until you withdraw your consent via email to info@dentology.world and/or to the unsubscribed link or mentioned unsubscribe email/option mentioned in the marketing information sent by the local HS company.

- 9.4 **Data recipients.** HSSG can forward your data to service providers working on our behalf within and outside of Henry Schein Group, such as IT Service providers, technical helpdesk, hosting partners, event agencies, payment service providers, financial institutions, call center, translation service, marketing automation platforms, and analytics platforms. These service providers can be located within the European Union (EU)/European Economic Area (EEA) and in Third Countries whose level of Data Protection may not be the same as in the EU / EEA. We have contractually agreed that the service providers may only use your data within the scope of the ordered processing for us and for our services, including relevant data protection agreements.
- 9.5 **For more information on Data Protection (e.g. contact details of the Controller and Data Protection Officer, Data Subjects Rights)** please refer to the Privacy Policy of the Registration Website, including Cookie information. Also, please see below the list of Henry Schein companies that participate in the Event and will receive information according to 9.1 and 9.2 (local HS companies) .

Participant's Country of Origin	Local HS companies	Website
Austria	Henry Schein Dental Austria GmbH	https://www.henryschein.at/
	Kopfwerk Datensysteme Ges.mb.H.	https://kopfwerk.at/
	Alltec Dental GmbH	https://www.alltecdental.at
Australia	Henry Schein Regional PTY LTD	https://henryschein.com.au/privacy-policy
	Henry Schein One Australia	https://henryscheinone.com.au/
Belgium	Henry Schein NV	https://www.henryschein.be/
	Arseus Lab NV	https://www.arseus-lab.be/gdpr
Canada	Henry Schein Canada, Inc.	https://www.henryschein.ca/
Czech Republic	Henry Schein s.r.o.	https://www.henryschein.cz/
Denmark	Cliniclands AB	https://www.cliniclands.se
France	Henry Schein France SCA	https://www.henryschein.fr/
	Arseus Lab SAS	https://www.arseus-lab.fr/
	Julie Solutions SAS	https://www.julie.fr/
Germany	Henry Schein Dental Deutschland GmbH	https://www.henryschein-dental.de/datenschutz
	Camlog Vertriebs GmbH,	https://www.camlog.de

	Camlog Management GmbH	https://www.camlog.de
	medentis medical GmbH	https://www.medentis.de
Ireland	Henry Schein Ireland Ltd.	https://www.henryschein.ie
	BioHorizons UK Ltd.	https://www.biohorizons.com
Israel	Henry Schein Shvadent (2009) LTD	https://www.henryschein-shvadent.co.il
Italy	Henry Schein Krugg S.r.l.	https://www.henryschein.it
	Dental Trey S.r.l.	https://www.dentaltrey.it
	Elite Computer Italia S.r.l.	https://www.orisline.com
	BioHorizons Camlog Italia s.r.l.	https://www.camlog.it
Luxemburg	Henry Schein NV	https://www.henryschein.be/
	Arseus Lab NV	https://www.arseus-lab.be/gdpr
New Zealand	Henry Schein regional Limited	https://www.henryschein.co.nz/
	Henry Schein One New Zealand	https://henryscheinone.co.nz/
Norway	Cliniclands AB	https://www.cliniclands.se
Poland	Marrodent Sp. z o.o.	https://www.marrodent.pl/
Portugal	Henry Schein Portugal, Unipessoal Lda.	https://henryschein.pt/home/
	Infomed Software S.L.	https://www.grupoinfomed.es/
	BioHorizons Iberica SL	https://www.biohorizons.com
South Africa	Henry Schein Dental Warehouse (Pty) LTD	https://www.henryschein.co.za
Spain	Henry Schein España, S.A.U.	https://www.henryschein.es
	Infomed Software S.L.	https://www.grupoinfomed.es/
	BioHorizons Iberica SL	https://www.biohorizons.com
Sweden	Cliniclands AB	https://www.cliniclands.se
Switzerland	Camlog Biotechnologies GmbH	https://www.camlog.com
The Netherlands	Henry Schein Dental b.v.	https://www.henryschein.nl/
	Arseus Lab b.v.	https://www.arseus-lab.nl/
	Software of Excellence Practice Solutions Coöperatief u.a.	https://softwareofexcellence.com/
	ProCam Implants B.V.	https://www.camlog.nl
United Kingdom	Henry Schein UK Holdings Ltd.	https://www.henryschein.co.uk/gb-en/dental-gb/Default.aspx?did=dental-gb
	Software of Excellence United Kingdom Limited	https://softwareofexcellence.com/
	MediHoldings Ltd.	https://www.mediholdings.co.uk/
	MediFinancial Ltd.	https://www.mediastates.co.uk/news/medifinancial-medifinance/
	BioHorizons UK Ltd.	https://www.biohorizons.com
USA	Henry Schein, Inc.	https://www.henryschein.com/
	Henry Schein One, LLC.	https://www.henryscheinone.com/
	BioHorizons Implant Systems Inc.	https://www.biohorizons.com
All other Countries	Henry Schein Services GmbH, Germany	http://www.dentology.world

10. Disclaimer; Limitation of Liability

- 10.1 HSSG gives no warranties in respect of any aspect of the Event or any materials related thereto or offered at the Event and, to the fullest extent possible under the laws governing this Agreement, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness, and merchantability.
- 10.2 The Event is provided on an "as-is" basis. The views, opinions, and positions expressed by the speakers, users or sponsors at the Event or on the Platform are theirs alone and do not necessarily reflect the views, opinions, or positions of HSSG, its affiliates or any employee thereof.

10.3 HSSG makes no representations as to accuracy, completeness, timeliness, suitability, or validity of any information presented by speakers, users, or sponsors at an Event and will not be liable for any errors, omissions, or delays in this information or any losses, injuries, or damages arising from its display or use. HSSG does not endorse, and expressly disclaims all liability relating to, any of the products or services provided by speakers, attendees, or sponsors.

10.4 Neither HSSG nor its affiliates shall be liable for any indirect, special, incidental, or consequential costs, damages or losses arising indirectly from an Event or other aspect related thereto or in connection with these T&C. The maximum aggregate liability of HSSG for any claim in any way connected with, or arising from, and Event or these T&C, whether in contract, tort, or otherwise (including any negligent act or omission), shall be limited to the full registration fee paid by you to HSSG.

11. Miscellaneous

11.1 **Download.** These T&C can be downloaded here <https://dentology.world/legal/terms-and-conditions.pdf>

11.2 **Quality Assurance.** HSSG strives to provide you with the most productive and effective educational experience possible. If after an Event you feel there is some way we can improve, please provide us in writing with your comments. We will evaluate individual complaints in a context of collective comments from the Event. As speakers are confirmed weeks or months before the Event, some speaker changes or topic changes may occur in the program. HSSG is not responsible for speaker changes, but will work to ensure a comparable speaker is located to participate in the program.

11.3 **CPD or Education points.** As the Event is an international online event with global reach and participants from all over the world, HSSG does not take over any responsibility or liability of whether or not the Event qualifies for the receipt of CPD points or other education points in your specific case or country. HSSG will provide a "certificate of attendance" if requested during registration process by clicking on the respective opt-in field. Once received, please contact your competent authority to clarify.

11.4 **Confidentiality.** In the event User acquires access to or knowledge of any confidential and/or proprietary information of Henry Schein or its affiliated companies ("**Confidential Information**"), User agrees to (i) take all reasonable precautions to prevent inadvertent or unauthorized use, dissemination or disclosure of the Confidential Information and not to disclose the Confidential Information to any third party, except with Henry Schein's prior written approval; and (ii) deliver promptly to HSSG at any time HSSG may request, all Confidential Information in any and all forms and formats.

11.5 **No right to revoke the purchase contract.** Sec. 312e para. 1 German Civil Code (*BGB*) does not apply. The user shall not and hereby agrees not to use the platform as a consumer (*Verbraucher*), i.e. for a purpose that cannot be attributed to his or her commercial or self-employed professional activity. This means there is no right of withdrawal based on German consumer law.

11.6 **Force Majeure.** If HSSG is prevented from carrying out its obligations as it pertains to the Event you registered for as a result of any cause beyond its reasonable control, or such Event cannot be held or does not occur due to acts of God, strikes, labor disputes, pandemic, epidemic, government requisitions, restrictions or regulations on travel, hotel or facility availability, commodities or supplies, war or apparent act of war, terrorism, disaster, civil disorder or any other comparable calamity, casualty or condition (collectively a "**Force Majeure**"), then HSSG shall have the right to immediately terminate the affected Event without liability. Sec. 7.1.1 applies. HSSG may in its sole discretion provide a virtual alternative to the Event as an equivalent.

11.7 **Amendments, Written Form and Severability.** These T&C may be amended by HSSG from time to time, for example, in case the features of the Platform are enhanced and may be adapted to reflect technical advances or to allow for compliance with applicable mandatory law. Where we make any such changes, we shall post the updated version of this T&C on our Platform. All purchases are subject to the applicable version of this T&C that was published at the time of purchase. We, therefore, also recommend you check this T&C regularly to stay informed of its current terms and conditions. If any provision of these T&C is

found to be invalid or unenforceable, either in part or as a whole, this shall not affect the validity of the remaining provisions. Such invalid or unenforceable provision shall be replaced by a valid or enforceable provision that most closely matches the economic intent and purpose of the Parties. The same shall apply *mutatis mutandis* to omissions in these T&C.

- 11.8 **Governing Law and Venue.** This Agreement shall be governed and construed by the laws of Germany, without reference to conflict of laws principles. Place of venue is Frankfurt/Main, Germany, for the purpose of any suit, action or proceeding arising out of the Agreement.