

Terms of Use for Participation in the CMS Plus

Last updated: June 2021

1. Scope and definition

- 1.1 These Terms of Use apply to the participation in the CMS Plus Digital Platform as well as the use of the Event Platform and all related functions and services of the Event.
- 1.2 By registering as a User or by any other form of access to the Event Platform and/or the use of the related functions and services, the User agrees to these Terms of Use.
- 1.3 Any conflicting, deviating or supplementary terms and conditions of purchase or business or other declarations by the User shall not apply unless Messe Berlin expressly agrees to their validity. These Terms of Use shall also apply if Messe Berlin provides functions and/or services without reservation in the knowledge of conflicting or deviating conditions/declarations on the part of the User.
- 1.4 The terms and conditions used in these Terms of Use have the meanings set out below:
- 1.4.1 **"Attending Company"** means attending company who is approved to participate at the CMS Plus digital platform
- 1.4.2 **"Company Content"** means the contributions provided by the attending Company to CMS Plus, in particular, data, logos, displays, files, links, videos that are displayed and played on the Event Platform.
- 1.4.3 **"CMS Plus Service Package"** means scope of services that each attending company may book for its participation at CMS Plus. An overview of the different service packages can be see under <https://www.cms-berlin.de/en/cms-plus/>
- 1.4.4 **"Code of Conduct CMS Plus"** means the code of conduct for participation in the Event as well as the use of the Event Platform and Features to which each User submits and observes.
- 1.4.5 **"Statements, Information and Content"** means all statements, information and content as well as posts, comments, links and other user content that the User sends, posts, shares or otherwise communicates while participating in the Event and using the Event Platform and the related Features.
- 1.4.6 **"Features"** means all functions and services offered on the Event Platform as part of CMS Plus, such as the chat function, networking, virtual conferences, live sessions and meetings, attending companies Company Cards as well as all other websites, messages and services associated with CMS Plus. These Features are the subject of this User Agreement, unless the Parties have agreed otherwise.
- 1.4.7 **"CMS Plus"** is a digital event arranged by Messe Berlin GmbH ("Messe Berlin") for the digital expansion and meet-up of the well-known competence platform for cleaning and hygiene, CMS Berlin. CMS Plus will take place from September 21, 2021 to June 30, 2023. **"Messe Berlin"** means Messe Berlin GmbH with its registered office at Messedamm 22, 14055 Berlin, Germany. Messe Berlin is the organizer of the CMS Plus and operator of the Event Platform.
- 1.4.8 **"User"** means any registered participant of the Event and user of the Features in connection with the Event Platform.
- 1.4.9 **"User Agreement"** means the agreement concluded between Messe Berlin and the User regarding the participation in the Event as well as the use of the Event Platform and the associated Features.
- 1.4.10 **"User Profile"** is the profile of User displayed at CMS Plus with further information of the User, e.g. User's

- interests.
- 1.4.11 **"Rights of Use"** is the right granted by the User to Messe Berlin for the use of the Statements, Information and Content.
- 1.4.12 **"User Agreement"** means the agreement concluded between Messe Berlin and the User regarding the participation in the Event as well as the use of the Event Platform and the associated Features.
- 1.4.13 **"Period of Use"** means the duration of the usability of the Event Platform and the Features. The Usage Period shall be valid at least until June 30, 2023. If the Usage Period is extended beyond June 30, 2023, these Terms of Use shall apply accordingly.
- 1.4.14 **"Party"** or **"Parties"** means Messe Berlin and the User(s) individually or jointly, depending on the context.
- 1.4.15 **"Event"** or **"Event Platform"** means the digital platform of CMS Plus.
- 1.4.16 **"Event Website"** means the official website of CMS Plus at <https://www.plus.cms-berlin.de/en/>
- 1.4.17 **"Affiliated Companies"** means all companies that are legally affiliated with Messe Berlin pursuant to Sections 15 et seq. of the German Stock Corporation Act (*Aktiengesetz*).
- 2. Conclusion of the User Agreement, amendments**
- 2.1 The conclusion of the User Agreement together with the acceptance of these Terms of Use is a prerequisite for the participation in the CMS Plus as well as the use of the Event Platform and its associated Features. Registration and participation in the event as well as the use of the Event Platform and related features are free of charge for all registered users.
- 2.2 The legally binding User Agreement shall come into effect when the User has been successfully registered for the CMS Plus (see Section 3) and/or by accessing and/or using the Event Platform and the Features.
- 2.3 Messe Berlin will review and amend its Terms of Use from time to time. In this case, the User will be informed of any significant changes in good time. If the User does not agree to the changes, the User is entitled to terminate this User Agreement. In this case, the User Profile will be deleted. Please also refer to Section 12.4.
- 2.4 Continued participation in the Event and/or use of the Features following changes to the terms and conditions set forth in Section 2.4 shall mean that the User agrees to be bound by the updated terms and conditions as of the date they become effective.
- 3. Registration, User Account**
- 3.1 Each User must personally register at the digital platform with a unique e-mail address in order to participate in the CMS Plus and to use the Features. At the same time, the User confirms the inclusion of these Terms of Use as an integral part of the User Agreement. The User will receive a confirmation e-mail from Messe Berlin at the e-mail address provided in its registration, asking User to confirm the e-mail address by clicking on an activation link which will lead User to the Event Platform. Once the User has confirmed its e-mail address, the registration process is complete and the User Agreement has been concluded.
- 3.2 With the conclusion of the User Agreement, the User Profile is activated for the User.
- 3.3 By registering, the User declares that User:
- 3.3.1 is at least 18 years old;
- 3.3.2 is registered using its full and correct name and a valid e-mail address;
- 3.3.3 complies with these Terms of Use, legal requirements and the Code of Conduct of CMS Plus;
- 3.3.4 takes the necessary precautions to prevent participation in the Event by means of their User Profile.
- 3.4 The User may amend the data of its User Profile at any time under "My profile".
- 3.5 The User is responsible for everything that happens via the User Profile, unless the

User has previously deleted the User Profile or reported abuse to Messe Berlin.

4. Features of the Event Platform

4.1 The Event Platform allows the following Features to be used:

4.1.1 **Chat function:** In the live stream of CMS Plus, the user has the opportunity to ask questions to the moderator and, if desired contribute to the discussion.

4.1.2 **Stream:** The streaming offer of the official CMS Plus program (CMS Plus Updates) is available within the phases of the live events.

4.1.3 **On Demand Videos:** The official CMS Plus program will be available in On Demand Videos following CMS Plus Event through June 30, 2023

4.2 Features may include and/or presuppose links and other references to external websites, platforms and/or the integration of offers from external social media service providers (e.g. YouTube, Twitter, Vimeo, LinkedIn), which has been provided, displayed, integrated or shared by attending company and/or User while using the Features. The content, availability and/or function and/or terms of use of those external references are not controlled by Messe Berlin and Messe Berlin is not responsible for them; the external references are subject to the terms of use of the third parties and may be changed and/or discontinued by the third parties without Messe Berlin's knowledge. In this case, Messe Berlin's limitations of liability apply in accordance with the provisions of Section 11.

5. Availability and restrictions of the Event Platform and Features

5.1 In accordance with the following Sections 5.1 to 5.9, Messe Berlin undertakes to ensure the availability of the Event Platform and Features during the Period of Use and to take reasonable efforts and measures to continuously improve them and adapt them to the requirements of the User.

5.2 Messe Berlin therefore reserves the right to adapt the Event Platform and the Features to the state of the art and to make improvements to the Event Platform and the Features, in particular to improve user-

friendliness, functions and content of the Features.

5.3 Messe Berlin shall provide its services in accordance with the technical standards commonly to be expected for this type of service provision and with due care. However, the User is aware that, given the state of the art, it is not possible to provide completely error-free services in the field of digital media and thus to ensure unrestricted availability. In particular, there is no fault in the provision of the Event Platform and/or Features at least if the fault or malfunction is caused by the use of unsuitable display software and/or hardware (e.g. browser) on the part of the User.

5.4 Messe Berlin does not guarantee the permanent and uninterrupted availability of the Event Platform or the Features offered within this context. Messe Berlin aims to achieve an average availability of the Event Platform and Features, and thus of the services, of 95% in relation to the Period of Use. Availability within the meaning of this Section 5.4 is calculated – subject to the provisions of Section 5.5 – as follows:

$$\text{Availability} = \text{actual time} / \text{target time} * 100\%$$

$$\text{Actual time} = \text{total time} - \text{total downtime}$$

$$\text{Target time} = \text{total time}$$

5.5 When calculating the total downtime according to the above Section 5.4, the following times shall not be taken into account:

5.5.1 Periods of non-availability due to internet disruptions beyond Messe Berlin's control or due to other circumstances beyond Messe Berlin's control, in particular circumstances as a result of an epidemic or pandemic (such as Covid-19) or due to justified exceptional situations (e.g. Force Majeure);

5.5.2 Times of unavailability due to planned maintenance work on the database system or the Event Platform or Features;

5.5.3 Times of unscheduled maintenance work that is absolutely necessary in order to eliminate malfunctions and errors; the User will be informed of this, if possible, by a notice on the Event Platform or via e-mail;

5.5.4 Periods of unavailability due to the fact

that the technical requirements to be met by the User for access to the Event Platform are temporarily not met, e.g. in the event of hardware malfunctions on the part of the User.

- 5.6 Should the availability of the Event Platform, and thus of the Features, be temporarily with limited availability or restricted due to circumstances for which Messe Berlin is not responsible, in particular due to a disruption in the communication networks of other operators or due to a computer failure at third parties (e.g. other providers) or due to incomplete and/or non-updated offers on so-called proxies (intermediate storage), claims for damages against Messe Berlin are excluded. In all other respects, the limitations of liability set out in Section 11 shall apply.
- 5.7 In the event that the Event Platform is unavailable and/or the playback quality of the Features is inadequate, for which Messe Berlin is responsible, the User shall be entitled to a fault-free replacement service, but only to the extent of the missing or impaired playback. Should this form of supplementary performance fail or be unreasonable, the User shall be entitled to corresponding reduction in their payment obligation. In this case, the User may not withdraw from the User Agreement and/or assert any other claims (e.g. damages). Messe Berlin's limitations of liability apply in accordance with the provisions of Section 11.
- 5.8 Notification of defects by the User for identifiable defects or non-performance must be made in writing (text form is sufficient, e.g. by e-mail) to Messe Berlin (cms@messe-berlin.de) within fourteen (14) working days of provision of the services. If notification is not made within the aforementioned period, the warranty rights shall lapse. This does not apply if Messe Berlin has fraudulently concealed the defect or has given a guarantee for the quality of the item or the success of the service.
- 5.9 Messe Berlin reserves the right to change, suspend or discontinue the Features at any time and without separate notice for any reason. In the event of changes or modifications to the Features, Messe Berlin is not obliged to store or continue to display the Statements, Information and

Content that the User has published or shared with other Users. Messe Berlin is not a storage service. The User agrees that Messe Berlin is not obliged to store, retain or provide the User with a copy of the Statements, Information and Content that the User has made available to other Users, unless this is required by applicable law.

6. User obligations

- 6.1 The User is solely responsible for the provision and maintenance of all technical equipment required for access to and use of the Event Platform and Features, in particular hardware, operating system, internet connection and up-to-date browser software. Some functions may be influenced or completely blocked by Virus-Scanning software and firewalls running on the User systems. Therefore we recommend checking all compatibility issues in advance involving the User's IT administrator
- 6.2 The User is obligated not to share their access details with third parties and to protect these against access by third parties. The User is liable for any misuse of the User Profile for which it is responsible.
- 6.3 When processing personal data of other persons obtained from the Event Platform or Features for his own purposes, the User acts as a controller within the meaning of the General Data Protection Regulation. Thus the User is responsible for the lawfulness of the processing and compliance with applicable data protection laws. The User may only use the Event Platform and the Features provided for their own information purposes. For this purpose, the User is permitted to print out the information made available to him/her (e.g. Exhibitor Presentation) or to save it on data carriers belonging to him/her. Any further reproduction, dissemination or use of the information, content and data is not permitted unless the copyright holder has given their separate consent. In particular, the User is not permitted to pass on the content to third parties or to use it for other purposes outside the purpose of the information, e.g. as part of his/her own offer. Assistants of the User and IT service providers are not third parties in the aforementioned sense. Furthermore, the User may not edit the content offered in any form, e.g. change it, translate it or

remove copyright notices. All rights are reserved by Messe Berlin or the respective copyright holder.

6.4 The User hereby agrees to respect the rights of third parties, including those of Messe Berlin. In particular, the User is therefore not permitted:

6.4.1 to use the information contained within the scope of the Features (e.g. contact details) or the communicative features provided (contacting other Users) for advertising purposes, unless User has given its consent, or in any other unlawful manner;

6.4.2 to send or post data which, in particular by its type, nature, size or number, is capable of damaging or blocking the entire IT infrastructure of Messe Berlin or computers of other third parties, or of spying on or damaging data contained therein (e.g. by means of viruses, Trojans, spam e-mails);

6.4.3 to take actions or distribute content or process personal data in connection with the use of the Features that violate the rights of third parties (e.g. copyrights, trademark rights, personal rights or data protection rights) or violate applicable legal provisions, in particular the applicable criminal laws, provisions for the protection of minors, data protection laws or regulations under competition law.

6.5 The User agrees to comply with the Code of Conduct of CMS Plus and to refrain from any violations thereof.

7. Announcement and notification

7.1 The User agrees that Messe Berlin may provide the User with notices and messages in the following ways:

7.1.1 within the Features (e.g. in the chat function area);

7.1.2 to the e-mail address provided to Messe Berlin by the User during registration;

7.2 The User warrants that his or her contact information is correct and will be maintained properly.

8. Sharing of Statements, Information and Content

8.1 The Features used as part of CMS Plus enable the transmission and exchange of Statements, Information and Content between Users. Statements, Information and Content, including personal data, that the User transmits or shares or otherwise communicates may be observed by other Users or third parties. The User is responsible for the Statements, Information and Content that he or she shares with other Users and for the method chosen to share the Statements, Information and Content and for obtaining the necessary authorizations and ensuring that the User may lawfully transmit or share such Statements, Information and Content via the Features and the recipients may lawfully use the Statements, Information and Content and may lawfully process the personal data shared for the purposes determined by the User.

8.2 Messe Berlin is not obligated to publish Statements, Information or Content on the Event Platform and/or within the context of Features via the services and is permitted to remove Statements, Information and Content with or without prior notice.

9. Rights of ownership

9.1 The User hereby affirms that they are authorized to transmit, share or publish the Statements, Information and Content including personal data provided by the User. The User also hereby declares that the Statements, Information and Content provided, shared or otherwise transmitted by the User do not violate any applicable law or the rights of third parties (in particular existing copyrights and industrial property rights, such as the right to one's own image as well as name, title, trademark and other ancillary copyrights or data protection laws). Furthermore, the User assures that the information and data in the User Profile is true and does not violate any third party rights and/or applicable law. Messe Berlin may be legally obligated to remove certain Statements, Information or Content.

9.2 The User hereby grants Messe Berlin the simple, non-exclusive, transferable and sub-licensable, worldwide Rights of Use for the Statements, Information and Content, which the User has provided, passed on or

otherwise communicated within the framework of the Event Platform and/or via the Features, and that includes the right to use, reproduce, disseminate and make available to the public, as well as to process technically to the extent necessary for the provision of services by Messe Berlin, and to integrate and display on the Event Website, the Event Platform and/or in any other Event-related medium, without further consent of the User and without further notification and/or obligation to pay a license fee to the User or a third party by Messe Berlin. The above granting of the Right of Use also refers in particular to existing and future copyrights and industrial property rights to the Statements, Information and Content, such as right to one's own image, as well as name, title, trademark and ancillary copyrights.

9.3 If and insofar as a database, several databases, a sui generis database right or several sui generis database rights are created on Messe Berlin's server during the Period of Use, in particular through the compilation of data and/or Statements, Information and Content by the User through an activity permitted under this User Agreement, Messe Berlin shall be entitled to all rights thereto. Messe Berlin shall remain the owner of the databases or sui generis database rights even after expiry of the Period of Use. This does not affect the User's ownership of their data and Statements, Information and Content.

9.4 If third parties claim that their rights have been infringed by the Statements, Information and Content, including personal data, published on the Event Platform and/or used by Messe Berlin within the framework of the Rights of Use granted under Section 9.2, the User shall indemnify Messe Berlin on first demand against all claims by third parties, in particular claims for infringement of copyright and personal and data protection rights, and infringement of patent, trademark, design and utility model rights. This includes any costs incurred by Messe Berlin in defending its rights. The User must notify Messe Berlin immediately of any infringements of the Right of Use of which they become aware. Any measures taken by the User must be agreed in advance with Messe Berlin. The User is also obliged to provide Messe Berlin with full and unrestricted support in defending

the rights.

9.5 The granting of the Rights of Use in accordance with Sections 9.2 to 9.4 is satisfied by the right to participate in and use CMS Plus and by the possibility of publishing and sharing one's own Statements, Information and Content within the framework of CMS Plus.

9.6 The User may terminate the Rights to Use for certain Statements, Information and Content at any time by deleting these Statements, Information and Content from the Features and/or Event Platform or by revoking the Right of Use vis-à-vis Messe Berlin or by requesting deletion. In doing so, the User must take the following into account:

9.6.1 other Users may have copied the Statements, Information and Content exchanged within the Features over which Messe Berlin has no control;

9.6.2 other Users may have shared or stored the Statements, Information and Content over which Messe Berlin has no control; and

9.6.3 Messe Berlin requires a reasonable time span to remove these Statements, Information and Content from security and other systems.

10. Statements, Information and Content

10.1 Messe Berlin reserves the right, without having the duty to check or to audit the Statements, Information and Content, to remove or not to publish any Statements, Information and Content provided from entries, contributions or other publications if Messe Berlin is credibly made aware that

10.1.1 the content violates laws, regulations or official orders;

10.1.2 the content violates the rights of third parties;

10.1.3 the content violates the Code of Conduct of CMS Plus;

10.1.4 the presentation of the Statements, Information and Content is unreasonable for Messe Berlin. "**Unreasonable**" within the meaning of this Section 10.1.4 are, in particular, content and presentations that violate the principles

- of the protection of minors, that are in any way discriminatory or offensive, or that refer to such content and presentations, or that do not technically and/or qualitatively meet the quality standards that would normally be expected for this purpose, and therefore a not inconsiderable damage to the image of Messe Berlin and/or the event is to be feared. The same applies also to content and presentations that are likely to disparage other Users and/or their public perception.
- 10.2 Furthermore, Messe Berlin reserves the right to remove or not to publish Statements, Information and Content if the User subsequently makes changes to the Statements, Information and Content provided by themselves or if Statements, Information and Content are subsequently changed to which reference is made by means of a link published or shared by the User or other form of forwarding and the conditions of Section 10.1 are thereby fulfilled.
- 10.3 Messe Berlin shall inform the User without delay of the measures taken in accordance with Sections 10.1 and 10.2. The User shall not be entitled to any claims for damages against Messe Berlin as a result of delays in the provision of services or the resulting failure of services on the part of Messe Berlin, unless Messe Berlin has acted intentionally or with gross negligence (see also limitation of liability in accordance with the Section 11).
- 10.4 When using features, the User may encounter Statements, Information, and/or Content that are inaccurate, incomplete, late, misleading, illegal, insulting, or otherwise harmful. Messe Berlin is under no obligation to review, correct, complete, or otherwise change any Statements, Information, and/or Content provided by other Users. Messe Berlin is not responsible for the Statements, Information and Content of other Users and therefore cannot be held liable for damage and/or losses occurring as a result of Statements, Information and Content of other Users.
- 10.5 Furthermore, Messe Berlin is not responsible for services that are offered and/or provided to a User by another User or a third party during participation in the Event and/or use of the Features. The offering or provision of services through the use of the Event Platform and/or the Features takes place exclusively between the User and another User or a third party.
- 10.6 Within this context, the User agrees that Messe Berlin:
- 10.6.1 is not responsible for offering, performing, or purchasing these services;
 - 10.6.2 does not give preference to any particular service offered by a User;
 - 10.6.3 is not permitted to enter into any employment, agency, or joint venture relationship with a User if it offers its services.
- 10.7 If the User offers services via the Event Platform and/or the Features, the User represents and warrants that they have all necessary licenses, permits and other authorizations required to offer and/or provide the service and that they will offer and/or provide services consistent with the Code of Conduct of CMS Plus.
- 11. Exclusion and limitation of liability**
- 11.1 Messe Berlin and its Affiliated Companies make no representations or warranties with respect to the Event Platform and/or the Features and make no representation that the Event Platform and/or the Features will operate uninterrupted or error-free. The Event Platform and the Features (including content and information) are provided "as is" and "as available."
- 11.2 Messe Berlin and its Affiliated Companies also make no representations or warranties for any sales or profit expectations and/or business opportunities directly or indirectly associated with or expected to result from the User's participation in the Event and/or use of the Event Platform and/or the Features.
- 11.3 Messe Berlin shall be liable for damages caused intentionally or through gross negligence by Messe Berlin, its legal representatives, executive employees or vicarious agents, irrespective of the legal grounds.
- 11.4 Messe Berlin is liable for damages in the event of simple negligence, subject to statutory limitations of liability (for example, care in its own affairs), only

11.4.1 for damage resulting in fatal or physical injury or damage to health;

11.4.2 for damage arising from the breach of an essential contractual obligation. "**Essential contractual obligations**" are the obligations whose fulfillment renders the proper execution of this User Agreement possible in the first place and upon the compliance with which the respective other party is generally permitted to rely. In the event of a breach of essential contractual obligations, Messe Berlin's liability for damages in cases of simple negligence shall be limited in amount to the damage typically foreseeable at the time the User Agreement was concluded.

11.5 To the extent that liability on the part of Messe Berlin is ruled out or limited, this also applies to the employees, management staff, vicarious agents and legal representatives of Messe Berlin.

11.6 The above exclusions and limitations of liability do not apply in the case of negligent injury to life, limb or health of persons, the express warranty of characteristics and in the case of liability under the Product Liability Act and are without prejudice to mandatory liability provisions under applicable data protection laws.

11.7 With the exception of claims resulting from Section 11.6, claims for damages by the User, for which liability is limited according to Section 11, shall become statute-barred after one year, calculated from the start of the statutory limitation period.

12. Duration and termination of the User Agreement

12.1 Unless otherwise agreed, the provisions of this User Agreement shall apply for the Period of Use determined by the Messe Berlin.

12.2 The right to terminate this User Agreement without a good cause at any time is ruled out.

12.3 The Right of each Party to terminate for good cause remains unaffected by this. Good cause for Messe Berlin exists in particular, but is not limited to, cases in which the User has violated a provision of these Terms of Use and/or the Code of Conduct of CMS Plus.

12.4 If the User Agreement is terminated, the

User Profile will be deleted as soon as possible.

13. Online dispute resolution platform

13.1 The European Commission provides a platform for online resolution of disputes out of court (ODR platform). This platform can be accessed at www.ec.europa.eu/Consumers/Odr. The contact details of Messe Berlin, including the e-mail address, can be found in the legal notice of <https://www.cms-berlin.de/en/extra-pages/imprint/>.

13.2 Messe Berlin is neither obliged nor willing to participate in the dispute resolution procedure.

14. Place of performance, place of jurisdiction, applicable law, severability clause

14.1 The place of performance and place of jurisdiction for all disputes arising in connection with this User Agreement is Berlin (Germany) if the User is a merchant as defined in German law (*Kaufmann*), a legal entity existing under public law, or a public-law special fund or if the User does not have a general place of jurisdiction in the Federal Republic of Germany.

14.2 German law applies on an exclusive basis to all disputes arising out of or in connection with this User Agreement and these Terms of Use and/or the use of the Event Platform and the Features, irrespective of the legal basis thereof, to the exclusion of conflict-of-laws rules that would refer the matter to a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

14.3 Should individual clauses of these Terms of Use be or become invalid, this shall not affect the validity of the remaining provisions of these Terms of Use or of the existing User Agreement with Messe Berlin. The Parties undertake to replace the invalid provisions with other valid provisions that correspond as closely as possible to the economic purpose of the invalid provisions.

Code of Conduct – CMS Plus

Messe Berlin has created an optimal setting for open communication with and between people from all over the world. We bring people together to connect, meet, exchange ideas and generate business.

In doing so, we are characterized by respect, openness and interest. We want to be a platform for exchange and create a holistic communication environment.

The following are the rules of conduct for CMS Plus:

1. you comply with all applicable laws, privacy laws, intellectual property laws, anti-spam laws, export regulations, tax laws and regulatory rights.
2. you have your real name in your correct profile.
3. you will use the services in a professional manner.
4. you will behave in a professional manner in the chat (e.g. treat chat and conversation partners respectfully, etc.).

You agree not to act or proceed as follows:

1. provide a false identity in CMS Plus, misrepresent your identity, create a member profile for another person that corresponds to another person;
2. develop, use or employ any software, device, script, robot or other means or process (browser, plug-ins and add-ons and other features) to circumvent the Services or otherwise copy profiles and other data from the Services;
3. disclose information that is obviously false;
4. rent, lease, sell, trade, sell / resell, or otherwise monetize the Services or any related data, or obtain access to any data owned by CMS Plus without.