

The Quantum Business Network UG (haftungsbeschränkt) (QBN) offers a membership program with various benefits and advantages for its members (together "QBN services"), which are set out in the following conditions.

The QBN service is an offer from Quantum Business Network UG (haftungsbeschränkt), Fürkhofstr. 9, 81927 Munich, Germany ("we" or "us"). The QBN conditions of participation apply between the member company/organization/institution/person ("you") and QBN and determine our mutual rights and obligations.

Together with the following terms and conditions (together the "terms") they constitute the agreement between you and us regarding the QBN membership. Please read these terms carefully.

1. QBN services

QBN offers a membership program that provides its members various benefits and services, which are set out in the following terms (together "QBN services").

QBN membership fees are annual fees. QBN invoices the membership fee for the QBN services annually and in advance by sending an invoice. QBN is the provider of the benefits and services.

If you apply for a QBN membership and we accept it, you expressly consent to the fact that we will start executing the contract immediately within the 14-day cancellation period.

2. QBN benefits

QBN members enjoy several benefits, including free participation in working group meetings and free use of the quantum job board on the QBN website. The number of working group meetings depends on the number and active participation of the members. QBN members also receive discounts on workshops and events as well as on other services. QBN members also receive innovation support, support in marketing and business development, regular news and general advice. QBN is the contact person for quantum technologies in Europe and with its German chapter in the DACH region and represents the interests of its members in this context.

3. Membership

3.1. Membership fee, models and membership duration

The current membership fee and the current member categories can be found in the document "QBN - Mitgliedsantrag" or "QBN - Membership Application". QBN membership fees are annual fees. If you join in the last quarter of the year, only 50 percent of the annual fee is due for the current year. The membership is renewed for another year unless the cancellation is made by September 30 at the latest. If the classification criteria such as annual revenue or age change, in a way that leads to a classification in another member category, the membership fee will be charged from the following year according to the new member category. You undertake to notify the change of the classification in another member category immediately. If it later transpires that the wrong category was selected in the past, the difference will be invoiced retroactively. Repayments due to excessive classifications are excluded. The QBN membership fee is non-refundable unless otherwise specifically stated in these terms.

3.2. Payment

The membership fee according to the classification criteria is charged by sending an invoice with a payment term of 30 days.

3.3. Termination by you

You can cancel your QBN membership in writing with a notice period of three months to the end of the calendar year, i.e. notice of termination must be received by us by September 30 at the latest

3.4. 14-day revocation period

You may revoke your membership in writing within 14 days of its acceptance without giving reasons. To comply with the revocation period, it is sufficient that you send us your notification of the exercise of your right of revocation before the end of the revocation period.

3.6. Acceptance of membership

To the extent permitted by law, we reserve the right to accept or decline your membership.

3.7. No transfer or assignment of membership or benefits

You may not transfer or assign your membership or the benefits arising therefrom except as expressly permitted in these terms and conditions.

4. Termination

We have the right to terminate your membership at our sole discretion with 14 days' notice. In this case, we will refund your paid membership fee on a pro rata basis, calculated according to the time remaining in your membership period.

We may terminate your membership with immediate effect if we determine that (a) your use of the QBN services violates these Terms and Conditions or any applicable law, or (b) you are using the QBN services for fraudulent or abusive purposes. In this case, you will not receive a refund of your membership fee. We will notify you of the termination of your QBN membership and your right to object. You may terminate your membership at any time in accordance with section 3.3 of these terms and conditions.

5. Amendments to the agreement

We are entitled to change these conditions. If we make changes, we will inform you of these in the prescribed form and within a reasonable period of time and inform you of the rights to which you are entitled. You may reject these changes and you have the opportunity to terminate your QBN membership with 14 days' notice. Notwithstanding any changes to these terms and conditions or the QBN services, any increase in the membership fee will not take effect until the next membership fee is due.

If any amendment is found to be invalid, void, or for any reason unenforceable, the validity and enforceability of the remaining amendments or conditions shall not be affected.

6. Antitrust laws

The antitrust laws prohibit in particular any price-fixing and understandings or agreements between competitors or members of an association that involves the division or allocation of customers. Each QBN member agrees to comply with the antitrust laws. QBN is not liable for any violation of the members.

7. Our liability

We are liable for damages caused to you by gross negligence or intentional breach of our obligations.

8. Events beyond our control

We shall not be liable for delays or failure to perform our obligations under these terms and conditions if the delay or failure in question is due to causes which could not have been foreseen and which are beyond our control.

9. Applicable law

German law applies. Place of jurisdiction is Munich.

10. Contact person and contact

If you have further questions, please contact QBN:

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As of 1 May 2022