

# General Terms and Conditions of ITech Progress GmbH for Open Seminars including Online Seminars

## § 1 General

All services within the scope of our open seminar events are based on these "General Terms and Conditions for Open Seminars including Online Seminars" of ITech Progress GmbH.

Our terms and conditions apply exclusively; we do not recognize any terms and conditions of the participant that conflict with or deviate from our terms and conditions, unless we have expressly agreed to their validity in writing. Our terms and conditions shall also apply if we perform the service to the participant without reservation in the knowledge of terms and conditions of the participant that conflict with or deviate from our terms and conditions.

## § 2 Registrations and conclusion of contract

The contract becomes binding when we confirm your order. Please note that once you place an order with us, you

1. expressly agree that we start the execution of the contract before the expiry of the revocation period, and

2. Confirm your knowledge of the fact that you lose your right of withdrawal by your consent with the beginning of the execution of the contract.

You can make a legally binding registration via the Internet ([www.itech-progress.com](http://www.itech-progress.com)) or by telephone, in writing, by fax or e-mail (text form) to our customer service. You will immediately receive a confirmation of registration from us in writing, by fax or e-mail (text form), whereby the contract comes into effect. Since the number of participants for our seminars is limited, we consider the Registrations in the order in which they are received. Your data will be stored electronically for internal purposes.

## § 3 Cancellations and right of revocation

Without prejudice to any right of cancellation in distance selling, you may cancel your registration free of charge up to 30 working days before the start of the seminar (the day of the start of the seminar is not included in this calculation). If you cancel your registration only within 29 working days before the start of the seminar or do not show up for the seminar, we will charge you the full seminar fee. Of course, this does not apply if a substitute participant is named at least 6 days before the start of the seminar.

We reserve the right to cancel for organizational reasons (e.g., if the minimum number of participants, which depends on the type of seminar, is not reached or if the speaker is unable to attend due to illness at short notice).

In the event of a cancellation by us, we will try to rebook you for another date and/or another venue, provided you agree to this. Otherwise, you will receive your paid fees back; further claims do not exist.

However, please note our guaranteed dates on the Internet ([www.itech-progress.com](http://www.itech-progress.com)). We can guarantee that these dates will be held. They are marked accordingly in the Internet seminar descriptions.

## § 4 Right of withdrawal for consumers

### Right of withdrawal

If you are a consumer (i.e., a natural person who places an order for a purpose that is not related to your trade, business, or profession), we will send you a copy of the order.

professional activity), you are entitled to a right of withdrawal in accordance with the statutory provisions.

The regulations apply to the right of withdrawal, which are reproduced in detail in the following

### Cancellation policy

You have the right to withdraw from this contract within fourteen (14) days without giving any reason. The withdrawal period is fourteen (14) days from the date of conclusion of the contract.

To exercise your right of withdrawal, you must inform us (ITech Progress GmbH, Ludwigshafen, e-mail: [training@itech-progress.com](mailto:training@itech-progress.com)) of your decision to withdraw from this contract by means of a clear declaration (e.g. a letter or e-mail sent by post).

In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

### Consequences of the revocation

If you revoke this contract, we shall reimburse you for all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the most favorable standard delivery offered by us), without undue delay and no later than within fourteen days from the day on which we received the notification of your revocation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment.

We point out that the right of withdrawal expires if we have started the execution of the contract after you, as a consumer, have

1. expressly consented to our commencing performance of the contract before the expiry of the revocation period, and

2. confirmed your knowledge that you lose your right of withdrawal by your consent with the start of the execution of the contract.

## § 5 Fees

Fees for attending our Open Seminars are generally due fourteen (14) days prior to the seminar date. Only intermittent attendance at our seminars does entitle you to a reduction of the seminar fee.

If you wish to book a larger number of seminar days within a twelve (12) month period, it is advisable to conclude a framework agreement.

#### **§ 6 Reservation of right of modification**

Our seminar offer is continuously updated.

At [www.itech-progress.com](http://www.itech-progress.com) you will always find all the latest information. We reserve the right to make any necessary adjustments or deviations to the content and methods of our seminars if these do not significantly change the topic and the overall character of the seminar in question.

#### **§ 7 Note**

With the publication of a new catalog, all previous programs on the same subject area lose their validity.

#### **§ 8 Copyright**

We reserve all rights, including translation, reprinting and reproduction of the training documents or parts thereof. No part of the training documents may be reproduced in any form - not even in part - without our written permission - not even for the purpose of teaching - processed, duplicated, distributed, or used for public reproduction using electronic systems.

You therefore do not acquire any right to publish the retrieved content. You are also not entitled to reproduce, modify, distribute, reprint, permanently store, use to build a database, or pass on to third parties the content retrieved by you in whole or in part.

#### **§ 9 Copyright and trademark rights**

In the seminars of ITech Progress GmbH, software including electronic learning media is used which is protected by copyright and trademark rights. This software including electronic learning media may not be copied or processed in any other machine-readable form and may not be removed from the seminar room or stored or used on EDP systems outside the ITech Progress organization.

#### **§ 10 Performance**

In our seminars, instruction and exercises are designed to enable an attentive participant to achieve the seminar objectives. A specific training success is not owed.

#### **§ 11 Obligations of the participants**

As a matter of principle, data on data carriers brought along by the participants may not be copied onto our computers. Should we suffer any damage because of a violation of this rule, we reserve the right to assert claims for damages.

#### **§ 12 Liability for damages**

Claims for damages by the participant exist only in the case of intent or gross negligence to the full extent of the law.

The liability of ITech Progress GmbH shall be limited to the foreseeable damage in case of less than gross negligence. The limitation of liability shall not apply in the case of liability for personal injury and in the case of liability under the Product Liability Act, as well as in the case of a breach of an obligation the fulfillment of which makes the proper performance of the contract possible in the first place and on the observance of which the contractual partner may regularly rely (cardinal obligation).

ITech Progress GmbH reserves the right to object to contributory negligence.

All claims for damages or compensation for futile expenses shall become statute-barred within one year in the case of contractual as well as non-contractual liability, except in cases of intent or personal injury.

If the performance of the event shows significant defects and ITech Progress is responsible for this, ITech Progress may, at its own discretion, repeat the event within a reasonable period without additional costs for the Client or offer the Client to reduce the event remuneration appropriately. The prerequisite is a complaint by the Client, which must be made without delay.

The right to extraordinary termination for good cause remains unaffected.

Further claims of the customer due to breach of duty are excluded. This exclusion shall not apply in the event of intent or gross negligence or in the event of injury to life, limb, or health.

Insofar as the liability of ITech Progress is excluded or limited, this shall also apply regarding the personal liability for damages of our employees, representatives, and vicarious agents.

#### **§ 13 Miscellaneous**

The contractual relationship shall be governed exclusively by the laws of the Federal Republic of Germany. If the participant is a merchant, a legal entity under public law or a special fund under public law or if the participant does not have a general place of jurisdiction in Germany, Ludwigshafen am Rhein shall be the place of jurisdiction for all disputes arising in connection with participation. This shall also apply if the participant does not have a general place of jurisdiction in Germany, moves his or her place of residence or habitual abode outside the territory of the Federal Republic of Germany after registration, or if the participant's place of residence or habitual abode is unknown at the time the action is filed.