

General Terms and Conditions of ITech Progress GmbH for the Design and Execution of In-house Seminars (In-house Terms and Conditions)

For reasons of better readability, the language forms male, female and diverse (m/f/d) are not used simultaneously. All references to persons apply equally to all genders.

§ 1 Subject matter of the contract

ITech Progress GmbH (hereinafter referred to as ITech Progress) provides qualification services for the Client in the form of in-house seminars attended by seminar participants (e.g. employees) to be determined by the Client. These seminars are described in more detail between ITech Progress and the Client by contracts, hereinafter referred to as "Contract", which contain individual provisions. If the contract or a general framework agreement on in-house training with the contracting party and these in-house GTC contain provisions that deviate from each other, the respective contract shall take precedence over these in-house GTC.

Otherwise, these Terms and Conditions shall apply exclusively; any terms and conditions of the Client contrary to or deviating from these Terms and Conditions shall not be recognized by ITech Progress unless ITech Progress has expressly agreed to their validity in writing.

These Terms and Conditions shall also apply if ITech Progress performs the service to the Client without reservation in the knowledge of terms and conditions of the Client that conflict with or deviate from these Terms and Conditions.

§ 2 Speakers, seminar documents

ITech Progress shall provide any speakers named in the contracts for seminars. Should a speaker be unavailable on a scheduled seminar date for reasons for which ITech Progress is not responsible, ITech Progress shall be entitled to name a suitable substitute speaker of its own choice or to reschedule the seminar date to an alternative date in consultation with the Client.

Unless otherwise agreed, ITech Progress shall provide the contractually agreed seminar documents at the latest at the beginning of the seminar. The seminar documents are protected by copyright.

All rights, including those of translation, reprinting and reproduction of the contents and course documents, media or parts thereof are reserved by ITech Progress. No part of the contents - or course documents, media may be reproduced - even in part - without our written consent in any form - not even for the purpose of teaching - in particular processed using electronic systems, duplicated, distributed or used for public reproduction.

The client or the seminar participants also do not acquire the right to publish the received or retrieved content. In particular, the client or the seminar participants are also not entitled to reproduce, modify, distribute, reprint or permanently store the received or retrieved content in whole or in part beyond the purpose of the contract, in particular to use it to build a database, or to pass it on to third parties. The Client shall ensure that unauthorized disclosure or reproduction of the seminar documents by seminar participants or third parties is prevented. The production of additional copies of seminar documents for the execution of the seminar or for use in further educational events by the client requires the prior express written consent of ITech Progress.

§ 3 Remuneration, payment terms and discounts

ITech Progress shall receive the contractually agreed remuneration for the performance of the seminars as well as reimbursement of travel costs, expenses and out-of-pocket expenses. Unless otherwise agreed, all remuneration, reimbursement of costs, expenses and outlays shall be due in full immediately after invoicing, plus the statutory value added tax applicable at the time of performance.

In the event of default, the claims of ITech Progress shall bear interest for the year at 8% above the respective base interest rate. ITech Progress reserves the right to assert further claims for damages.

The discounts offered by ITech Progress cannot be combined in principle. The validity period of a discount may be limited. The expiration date will be communicated to the participant together with the discount code required for redemption in each case. After this date, the discount code loses its validity and can no longer be redeemed.

The Participant is not entitled to payment of the discount granted by ITech Progress. If a training date booked with a discount is rebooked and the discount was based on the training date and not the booking date, the discount is not applicable to dates after the expiration date. In this case the difference to the full amount has to be paid by the participant. A free cancellation is also not possible in the case of a discount. The participant is not entitled to an alternative date in the discount period.

§ 4 Obligations of the client to cooperate in the preparation and execution of the seminar

The client shall name a contact person authorized to make and receive the declarations required for the preparation and execution of the seminar.

If the seminars take place at the Customer's premises, the Customer shall provide rooms with the necessary equipment, including hardware and software, for the execution of the seminars.

The client shall ensure that the seminar participants are not disturbed during the seminar.

The Client shall provide ITech Progress with all information and documents required for the execution and preparation of the seminar in a timely manner.

If ITech Progress provides the Client with seminar equipment (e.g. hardware, beamers, flipcharts, metaplan walls, etc.) for seminars outside its training centers, the Client undertakes to take out appropriate liability insurance with sufficient coverage and to provide evidence of such coverage upon request by ITech Progress.

§ 5 Provision of software

Unless otherwise agreed in the contract, the Client shall provide the system environment and the required number of software licenses free of charge both for the Client's employees (seminar participants) and for the instructors and system administrators of ITech Progress for the purpose of preparing and conducting the training courses. At the same time, the Client warrants that it is entitled to temporarily make the licenses available for the use required under this agreement. He guarantees that the transfer of the licenses does not violate any industrial property rights of third parties. He shall ensure that the scope of use is not impaired during the term of the contract.

ITech Progress undertakes to use the licenses provided exclusively for the preparation of the training environment and for the training of the Client's employees and to uninstall the software completely after the end of the seminar. ITech Progress further assures that no use of the licenses beyond the use required under this agreement will take place. Insofar as the client's own information, documents or data (hereinafter referred to as data) are used in the course of the seminar, the client shall ensure that its own data backup is available from which data that has been destroyed or lost can be reconstructed in machine-readable form with reasonable effort.

§ 6 Liability

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

The liability of ITech Progress shall be limited to the foreseeable damage in case of less than gross negligence. The aforementioned 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 breach of an obligation the performance of which is essential for the proper execution of the contract and the observance of which the contractual partner may regularly rely on (cardinal obligation). ITech Progress 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. 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 with regard to the personal liability for damages of our employees, representatives and vicarious agents.

§ 7 Withdrawal, postponement

The client may withdraw from the contract by written declaration.

If the date is postponed with less than six weeks' notice before the start of the seminar, 25% of the agreed seminar fee will be due.

If the cancellation is made with less than four weeks' notice before the start of the seminar, 100 % of the agreed seminar fee will be due.

In the event of its withdrawal, the Client shall also reimburse ITech Progress for the expenses incurred up to the time of the withdrawal in accordance with the contract, insofar as their performance was to be expected in accordance with the purpose of the contract and the Client was informed of the start of the preparatory services. Additional costs incurred as a result of the withdrawal will also be charged to the client against proof.

Requests of the Client to reschedule seminar dates shall be taken into account, provided that they are declared in writing to ITech Progress no later than four weeks prior to the commencement of the respective agreed seminar dates.

ITech Progress shall be entitled to terminate the contract with the Client without notice if an application for the opening of insolvency proceedings against the Client's assets has been filed.

§ 8 Confidentiality, fiduciary duties

ITech Progress shall treat as confidential all information concerning the Client's trade and business secrets of which it becomes aware in the performance of a contract and shall use such information only for contractually agreed purposes. At the Client's separate request, ITech Progress shall instruct the employees it has engaged to make a written declaration to that effect to the Client.

The Client and ITech Progress mutually undertake to be loyal to each other. In particular, they shall refrain from enticing away employees - including freelancers - or former employees of the respective other partner who have worked in connection with the contract before the expiry of twelve months after termination of the contract.

The contractual partners mutually undertake to observe the statutory provisions on data protection and to impose compliance with these provisions on their employees.

§ 9 Default in acceptance, force majeure

If the Client is in default with the acceptance of a service owed by ITech Progress or if it fails to perform or delays a cooperation service incumbent upon it, ITech Progress shall be entitled to refuse the service owed but shall retain its claim to remuneration less any expenses saved.

Events of force majeure which make performance difficult or impossible for ITech Progress shall entitle ITech Progress to postpone the performance of its obligations for the duration of the hindrance and for a reasonable start-up period. Strike, lockout and similar circumstances affecting ITech Progress directly or indirectly shall be deemed equivalent to force majeure, provided that ITech Progress is not responsible for them.

§ 10 Data protection

ITech Progress processes the personal data that the Participant provides to ITech Progress in the course of the order in order to fulfill the contract and, if necessary, to pursue the rights and claims of ITech Progress or to be able to fulfill the rights and claims of the Participant, Art. 6 para. 1 lit. b), lit. f) DSGVO. In addition, ITech Progress retains certain documents and data, and thus also certain personal data, in order to comply with the retention obligations under commercial and tax law applicable to ITech Progress, Art. 6 (1) (c) DSGVO. The participant can find further information on the processing of personal data in the [data protection notices](#).

§ 11 Out-of-court dispute resolution

The European Commission provides an online dispute resolution platform at <http://ec.europa.eu/consumers/odr/> that consumers can use to resolve a dispute and find more information about dispute resolution.

ITech Progress is neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration board in the event of a dispute with the Participant.

§ 12 Final provisions

Written form

Verbal ancillary agreements to these Inhouse GTC have not been made. Amendments or supplements must be made in writing to be legally effective. The requirement of the written form can only be waived in writing.

Applicable law

The contractual relationship shall be governed exclusively by the laws of the Federal Republic of Germany.

Jurisdiction

It is agreed that Ludwigshafen am Rhein shall be the exclusive place of jurisdiction for all disputes arising from the contract. Deviating from this may.

§ 13 Code of Conduct

ITech Progress bases its business actions and decisions on the generally applicable ethical values of the Code of Conduct. For more details please visit the website of the Berlin Code of Conduct. [Berlin Code of Conduct](#)