

## General Terms and Conditions of iTech Progress GmbH for the design and execution of in-house seminars (in-house terms and conditions).

### **§1 Subject matter**

iTech Progress GmbH (hereinafter referred to as iTech Progress) shall provide qualification services for the client in the form of in-house seminars. Participation in the seminars is by seminar participants (employees of the client) designated by the client. The agreements regarding these seminars are set out in contracts between iTech Progress and the client, hereinafter referred to as the "contract". The contracts contain specific provisions, which are described in detail and set out the rights and obligations of both contracting parties.

If provisions deviating from these In-House Terms and Conditions are stipulated between the contracting parties in the contract or in a general framework agreement on in-house training, the provisions of the respective contract shall take precedence over these In-House Terms and Conditions.

Unless otherwise agreed, these terms and conditions shall apply exclusively. Any terms and conditions of the client that conflict with or deviate from these terms and conditions shall not be recognised by iTech Progress unless iTech Progress has expressly agreed to their validity in writing.

These terms and conditions shall remain valid even if iTech Progress provides the service to the client without reservation despite being aware of terms and conditions of the client that conflict with or deviate from these terms and conditions.

### **§2 Speakers and seminar documents**

In the event of the unforeseen absence of a named speaker for reasons beyond the control of iTech Progress, iTech Progress reserves the right to appoint a suitable replacement speaker at its own discretion or, in consultation with the client, to postpone the seminar to an alternative date.

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

All rights, including the translation, reprinting and reproduction of the contents as well as the course documents and media or parts thereof, are reserved exclusively by iTech Progress. Without our written consent, it is not permitted to reproduce any part of the content, course documents or media, even in excerpts, in any form, to process, duplicate, distribute or use them for public reproduction using electronic systems.

The client and the seminar participants do not acquire any right to publish the content received or accessed. It is prohibited to reproduce, modify, distribute, reprint, permanently store (for the purpose of creating a database) or pass on to third parties the content received or accessed, either in whole or in part, beyond the scope of the contract.

The client is obliged to ensure that the seminar documents are not passed on or reproduced by seminar participants or third parties without authorisation.

Any additional copies of the seminar documents made by the client for the purpose of conducting the seminar or for use in further educational events require the prior express written consent of iTech Progress.

### **§3 Remuneration, due date and discounts**

For conducting the seminars, iTech Progress shall receive the contractually agreed remuneration as well as reimbursement of travel costs, expenses and outlays.

If iTech Progress is commissioned via the semigator platform, 15% of the agreed remuneration shall be payable in addition to the contractually agreed remuneration and the reimbursement of travel costs, expenses and outlays.

The 15% shall only be payable if the client accepts the booked

service. In all other respects, our cancellation and withdrawal conditions applicable here shall apply.

Unless otherwise agreed, all remuneration, cost and expense claims are payable in full immediately upon receipt of the invoice, plus the statutory value added tax applicable at the time of performance.

In the event of default in payment, iTech Progress shall charge interest on the claims for the year in question at a rate of 8% above the applicable base rate.

iTech Progress expressly reserves the right to assert further claims for damages.

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

The client shall appoint an authorised representative who shall be responsible for submitting and accepting the necessary declarations in connection with the preparation and implementation of the seminar.

If the seminars take place at the client's premises, the client is obliged to provide suitable premises with the necessary equipment, including hardware and software. The client shall ensure that the seminar participants are not disturbed by disruptive influences during the seminar.

The client undertakes to provide iTech Progress with all information and documents necessary for the preparation and implementation of the seminar in good time.

If iTech Progress provides seminar equipment (such as hardware, projectors, flipcharts, Metaplan walls, etc.) to the client outside its training centres, the client is obliged to take out appropriate liability insurance with adequate coverage. Proof of insurance must be provided at the request of iTech Progress.

### **§5 Provision of software**

Unless otherwise agreed in the contract, the client is responsible for providing the system environment and the required number of software licences free of charge.

These licences are necessary for the client's employees (seminar participants) as well as for the trainers and system administrators of iTech Progress to prepare and conduct the training courses. The client also confirms that they're allowed to temporarily make the licences available for the use specified in the contract.

The client guarantees that the transfer of the licences does not infringe any third-party rights. It shall ensure that the scope of use is not impaired during the term of the contract.

iTech Progress undertakes to use the licences provided exclusively for the preparation of the training environment and during the training of the client's employees. After completion of the training, the software will be completely uninstalled.

iTech Progress further assures that the licences will not be used for any purpose beyond the use specified in this contract.

If the client's own information, documents or data (hereinafter referred to as "data") are used within the scope of the seminar, the client shall ensure that it has its own data backup.

This data backup shall ensure the restoration of destroyed or lost data in "data") are used within the scope of the seminar, the client shall ensure that it has its own data backup.

This data backup shall ensure that destroyed or lost data can be restored in machine-readable form with reasonable effort.

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### **§6 Liability**

Claims for damages by the client or participants shall only exist in cases of intent or gross negligence and shall be limited to the extent provided for by law.

iTech Progress' liability in the event of simple negligence is limited to foreseeable damage.

The limitation of liability does not apply in the event of liability for personal injury or within the scope of liability under the Product Liability Act. Liability for breach of an obligation whose fulfilment is essential for the proper execution of the contract and on whose fulfilment the contractual partner may regularly rely (cardinal obligation) is also not affected. iTech Progress reserves the right to assert the defence of contributory negligence.

All claims for damages or reimbursement of futile expenses shall become statute-barred within one year in the case of both contractual and non-contractual liability, unless they are cases of intent or personal injury.

The right to extraordinary termination for good cause remains unaffected by this. Further claims by the customer due to breach of duty are excluded.

This exclusion clause does not apply in cases of intent or gross negligence or in cases of injury to life, limb or health.

Insofar as the liability of iTech Progress is excluded or limited, this provision shall also extend to the personal liability for damages of our employees, workers, staff, representatives and vicarious agents.

### **§7 Withdrawal, postponement**

The client may withdraw from the contract by written declaration. In the event of a postponement less than six weeks before the scheduled start of the seminar, a fee of 25% of the agreed seminar fee shall be payable. In the event of cancellation less than four weeks before the start of the seminar, the full (100%) agreed seminar fee shall be payable.

In the event of cancellation by the client, the client shall reimburse iTech Progress for any expenses incurred in accordance with the contract up to the time of cancellation, insofar as these expenses were to be expected in accordance with the purpose of the contract and the client was informed of the start of the preparatory work.

Any additional costs incurred because of the cancellation shall be invoiced to the client upon presentation of appropriate evidence.

Requests by the client to reschedule seminar dates will be considered if they are communicated to iTech Progress in writing at least four weeks before the agreed start of the respective seminar dates.

iTech Progress reserves the right to terminate the contract with the client without notice if an application for the opening of insolvency proceedings has been filed against the client's assets.

### **§8 Confidentiality and duty of loyalty**

iTech Progress undertakes to treat all information about the client's trade and business secrets that becomes known to it during the execution of the contract as confidential and to use it exclusively for contractually agreed purposes. At the express request of the client, iTech Progress will require the employee it has commissioned to make a corresponding written declaration to the client.

The client and iTech Progress undertake to act loyally towards each other. They undertake not to poach employees, including freelancers or former employees of the other contracting party who were involved in the contract, within twelve months of the end of the contract.

The contracting parties undertake to respect the applicable statutory provisions on data protection and to ensure that their employees comply with these provisions.

### **§9 Default of acceptance and force majeure**

If the client is in default of acceptance or fails to perform or delays a cooperation obligation incumbent upon it, iTech Progress shall be entitled to refuse the performance owed. In this case, iTech Progress's claim to remuneration shall remain valid, less any expenses saved.

Events of force majeure that make it difficult or impossible for iTech Progress to perform its services entitle iTech Progress to postpone the fulfilment of its obligations for the duration of the hindrance and for a reasonable start-up period. Force majeure includes strikes, lockouts and similar circumstances that directly or indirectly affect iTech Progress, if it is not responsible for them.

### **§10 Data**

iTech Progress processes the personal data provided by the client in the context of the commissioned qualification services to fulfil the contract. In addition, the data is processed to enforce the rights and claims of iTech Progress or to fulfil the rights and claims of the client, if necessary (Art. 6 para. 1 lit. b), lit. f) GDPR). Furthermore, certain documents and data, including personal data, are stored to comply with the applicable commercial and tax retention obligations of iTech Progress (Art. 6 para. 1 lit. c) GDPR).

By registering for the training, the participant agrees that their email address and, if applicable, additional contact details (e.g., social media profiles such as LinkedIn or XING) may be used by iTech Progress GmbH to provide information regarding the training, to send newsletters, and to share other professional information via social media channels. If the registration is carried out by the employer, the employer confirms that the registered participant has been informed about the processing of their personal data and has given explicit consent to receive information via email or social media channels. The employer ensures that the participant can withdraw this consent at any time. The newsletter and other communications via social media can be unsubscribed from at any time; an unsubscribe link is included in every newsletter, or an unsubscribe request can be sent by email to [datenschutz@itech-progress.com](mailto:datenschutz@itech-progress.com). The legality of the processing carried out before the withdrawal remains unaffected.

Detailed information on the processing of personal data is available in the privacy policy.

### **§11 Out-of-court dispute resolution**

The European Commission provides a platform for online dispute resolution at [Site relocation - European Commission](https://ec.europa.eu/consumers/odr/), which consumers can use to resolve disputes. There you will also find further information on 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 client.

### **§12 Final provisions**

#### **Written form clause**

No verbal side agreements to these in-house terms and conditions have been made. Any changes or additions must be made in writing to be legally valid.

The written form requirement can only be waived in writing. A waiver of the written form requirement is only possible in writing.

#### **Applicable law**

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

#### **Place**

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The exclusive place of jurisdiction for all disputes arising from the contract is Ludwigshafen am Rhein.

**§13 Code of Conduct**

iTech Progress bases its business activities and decisions on the generally accepted ethical values of the Code of Conduct. Further information can be found on the Code of Conduct Berlin website. [Berlin Code of Conduct](#)