

## 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 the "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,

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 they lose their 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 of their receipt. Your data will be stored electronically for internal purposes.

If the booking is made via the semigator platform, 15% will be added to the base price of the booked service, regardless of whether you actually use the service or not. The 15% will be invoiced immediately after the binding confirmation of the booking. If ITech Progress GmbH cancels the seminar, you will receive an appropriate credit note. Otherwise, our general cancellation and revocation regulations apply.

### §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 trainer 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 guarantee 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 the order for a purpose that cannot be attributed to your commercial or independent professional activity), you have a right of withdrawal in accordance with the statutory provisions.

The regulations apply to the right of withdrawal, which are reproduced in detail as follows.

#### 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. have expressly consented to our commencing performance of the contract prior to the expiry of the revocation period, and
2. have confirmed your knowledge that by agreeing they lose their right of withdrawal with the start of the execution of the contract.

### §5 Fees and discounts

Fees for attending our Open Seminars are generally due fourteen (14) days prior to the seminar date. Only intermittent attendance at our seminars does not 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.

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 respective discount code required for redemption.

After this date, the discount code loses its validity and can no longer be redeemed. The participant is not entitled to any payment of the discounts granted by ITech Progress.

If a training date booked with a discount is rebooked and the training date and not the booking date was decisive for the discount, 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

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possible in the case of a discount. The participant is not entitled to an alternative date in the discount period.

### §6 Reservation of right of modification

Our range of seminars is updated on an ongoing basis. You will find all the latest information at [www.itech-progress.com](http://www.itech-progress.com). We reserve the right to make necessary adjustments to the content and methods of our seminars or to deviate from them, provided that these do not significantly change the topic and the overall character of the seminar in question.

We reserve the right to change the training format, particularly from a face-to-face to an online event, in the event of insufficient enrolment or in cases of hardship such as pandemics and severe weather disasters. ITech Progress will notify the student immediately of the change. It is not possible to cancel a booking for this reason.

### §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 - in particular processed, duplicated, distributed or used for public reproduction using electronic systems.

You therefore do not acquire any right to publish the retrieved content. In particular, you are also not entitled to reproduce, modify, distribute, reprint, permanently store, in particular 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 by the participants may not be copied onto our computers. Should we suffer any damage as a result 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 shall only exist in the event of intent or gross negligence to the full statutory extent. The liability of ITech Progress GmbH shall be limited to the foreseeable damage in the event 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 fulfilment of which is a prerequisite for the proper performance of the contract 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 reimbursement of 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 in the case of personal injury. If the performance of the event is substantially defective and if ITech Progress is responsible for this, ITech Progress may, at its own discretion, repeat the event within a reasonable period of time without additional costs for the Client or offer the Client to reduce the event fee 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 with regard to the personal liability for damages of our employees, representatives and vicarious agents.

### §13 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 where they can find more 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 participant.

### §14 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](#).

### §15 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.

### § 16 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](#)