

## General terms and conditions

These terms and conditions are general terms and conditions for participation in training courses, further training, seminars and courses as well as other further training offers (hereinafter referred to as "events") by rentem GmbH (hereinafter referred to as "organiser").

### § 1 General provisions, scope of application and conclusion of contract

(1) These General Terms and Conditions shall apply to contracts for participation in events of the Organiser in addition to the regulations in the event programmes (printed event offers and/or event offers on the website of the Organiser) and the registration form of the Organiser.

(2) Unless otherwise stated, all offers made by the organiser are non-binding. A contract for participation in events from the organiser is only concluded after the organiser has confirmed the registration to the participant in writing. Amendments and supplements to the contract must be made in text form.

(3) Individual agreements made in individual cases shall in any case take precedence over these General Terms and Conditions. Our written confirmation shall be decisive for the content of such agreements.

(4) These General Terms and Conditions shall only apply vis-à-vis companies, legal entities under public law as well as vis-à-vis a special fund under public law pursuant to Section 310 (1) of the German Civil Code (BGB).

(5) These General Terms and Conditions shall apply to all events organised by the organiser, irrespective of whether they take place on the premises of the organiser or of the participating contractual partner or of a third party. They shall also apply if the content of the event is not the responsibility of the organiser but of a third party.

### § 2 Prices, fees and terms of payment

(1) All prices and fees (including cancellation fees) stated here and in the brochures, offers etc. are in each case exclusive of statutory value added tax. Unless otherwise agreed, all invoices are due for payment immediately and without deduction upon receipt.

(2) The organiser is entitled to demand payment of the full event fee before the start of the event. Should the event fee not have been paid in full before the start of the event despite a request by the organiser, the organiser is entitled to exclude the participant from participation in the event. The retention of payments or offsetting with claims that are disputed by the organiser, are not recognised, have not been legally established or are not ready for a decision in a legally pending procedure is excluded.

### § 3 Withdrawal of participants

If a registered participant is unable to attend the booked event in person, whether through fault or no fault of his/her own, the registering person has the option of nominating a substitute participant up to 3 days before the event. The subsequent nomination must be made immediately, at the latest 3 days before the event. If the participant withdraws from an event after binding registration and is unable to name a substitute participant, the organiser will charge the following fees:

- a) up to 15 working days before the start of the event: 30 % of the full fee,
- b) up to 8 working days before the start of the event: 50% of the full fee,
- c) thereafter: 100 % of the full fee.

The above provision does not apply if the organiser is responsible for the participant's withdrawal.

### § 4 Cancellation of events

(1) The organiser is entitled to cancel an event due to insufficient registration numbers up to 5 days before the start of the event or due to force majeure (e.g. illness of the trainer). An insufficient number of registrations shall be deemed to exist if 30 % or less of the available places have been booked 5 days before the start of the event.

(2) In this case, the organiser shall refund the participation fees already paid within 4 weeks. Further claims cannot be derived from this, unless something else arises from the following § 5. Any cancellation or rebooking fees for means of transport booked by the participant or accommodation costs will not be reimbursed by the organiser.

### § 5 Liability

(1) The organiser shall not be liable for damage caused by accidents, conduct in breach of contract or loss or theft of items brought into the event room/area, in particular cloakroom items or valuables. In the event of damage for which the organiser is responsible, irrespective of the legal grounds, the organiser shall only

be liable in the event of intent and gross negligence. This does not apply to damage to life, body or health.

(2) In the event that force majeure causes events to start late or to be cancelled completely, no liability shall be assumed; the same shall apply in the event that the event is cancelled due to insufficient demand in accordance with § 4.

(3) The organiser does not assume any liability for damages resulting from possibly incorrect and/or incomplete contents of the lectures and/or event documents, unless the organiser can be accused of a deliberate or grossly negligent breach of duty.

(4) Bookings of overnight stays, transport etc. at the express request of the participant shall always be made in the name and for the account of the participant. Insofar as the participant has booked additional overnight stays or rooms at the hotel, the cancellation conditions of the respective hotel shall apply. In the event of cancellation of the event by the participant or the organiser, the participant must cancel his/her booking him/herself.

(5) The participant is obliged to ensure that he/she has adequate liability insurance cover in the event of personal injury and/or damage to property culpably caused by him/her alone during the event. The organiser may demand the presentation of an insurance certificate.

### § 6 Changes to the course of the event

The organiser reserves the right to make minor changes to the event programme. This also includes the replacement of lecturers, exercise units or subordinate event contents, provided that the overall character of the event remains intact. The organiser also reserves the right to change the location of the seminar if this is reasonable for the participants.

### § 7 Rejection of an application

The organiser is entitled to refuse registration for an event without giving reasons. In the event of overbooking, the registrant will also be informed immediately.

### § 8 Use of event documents

(1) All working documents issued are protected by copyright and are made available exclusively to the participants of a seminar. The organiser exclusively reserves all rights, including translation, reprinting and reproduction of the documents or parts thereof. No part of any documents may be reproduced, even in part, in any form, including for the purpose of teaching, in particular processed, copied, distributed or used for public reproduction using electronic systems, without the written permission of the organiser.

(2) This also applies in particular to online seminars, where recordings, recordings of any kind and screenshots during the seminar are expressly not permitted.

### § 9 Data protection

The organiser collects the participant's data for the purpose of implementing the event. The data collection and data processing is necessary for the implementation and is based on Art. 6 para. 1b) DSGVO.

### § 10 Applicable law, place of jurisdiction and severability clause

(1) The law of the Federal Republic of Germany shall apply to these General Terms and Conditions and all legal relationships between the contracting parties.

(2) The place of jurisdiction for all obligations or disputes arising between the contracting parties from the contract is, insofar as the lessee is an entrepreneur, a legal entity under public law or a special fund under public law, as well as in the event that the lessee has no place of jurisdiction in Germany, at the registered office of rentem GmbH. rentem GmbH is also entitled to sue the purchaser at his registered office.

(3) Any deviating agreement or additions to the contract must be made in text form. This also applies to the amendment of this text form clause.

(4) Should any provision of this contract be invalid or unenforceable or become invalid or unenforceable in the future, the remaining provisions of this contract shall not be affected thereby. In place of the invalid or unenforceable provision, the parties hereby undertake to agree on a valid provision which comes as close as possible in legal and economic terms to the meaning and purpose of the invalid or unenforceable provision. The same applies to the filling of loopholes in this contract.