

Conditions for Participation in Public Seminars and Webinars

This is a translation from the German language. Legally binding is exclusively the German text.

1. Contractual Basis

The public seminars and webinars (from now on referred to as trainings) of imds professional GmbH & Co. KG (imds professional) are subject to the "Conditions for Participation in Public Seminars and Webinars" in the respectively relevant version at the date of the contract conclusion as well as the legal provisions. The Conditions for Participation of imds professional apply exclusively. Any General Standard Terms and Conditions that are contradictory to or any contractual basis of the contractor that corresponds to these basic terms of the contract are considered as waived by the conclusion of the contract. The Conditions for Participation also apply if imds professional supplies to the participant without reservation, despite being aware of contradictory or differing participant terms and conditions.

2. Conclusion of a Contract/Transferability

Informal registrations to public training of the imds professional can be made in writing, by telephone, fax, or e-mail. However, a contract is not concluded before imds professional has sent a written confirmation of course registration to the contractor.

The contractor cannot claim confirmation of course registration. Registration forms will be processed by the date they have been receipt. The number of participants for every training is always limited. If registration cannot be considered, the contractor will be informed immediately. The registration of one person is only transferable to another person as the registered one if imds professional gives its approval.

The contractor can designate a representative of the same company at any time instead of the registered participant. The designation is subject to a fee of EUR 90 (net) per person.

3. Exclusion of Single Participants

The imds professional reserves the right to exclude, as the case may be, single participants of the further participation of the training if they do not have the required knowledge for a successful training attendance, if they disturb the learning progress of the other participants by inappropriate behavior, or if they do not pay the stipulated training fees before the training.

4. Withdrawal from the Contract

The contractor can withdraw from the contract without giving reasons and free of charge up to 4 weeks (for classroom instruction) and up to 15 days (for webinars) before the announced performance date.

The contractor can withdraw from the contract between 4 to 2 weeks (for classroom instruction), and between 15 and 10 days (for webinars), before the announced performance date, subject to the payment of 50 % of the seminar fee.

The period is kept if the notice of withdrawal reaches imds professional within the agreed time limit.

If the notice of withdrawal reaches the imds professional at a later date, but before the performance date, or if the participant fails to attend the seminar, 100 % of the stipulated fee will be charged as lump-sum compensation. In case the contractor proves the disadvantage to be lesser or not existing, the lump-sum compensation will be reduced to the adequate amount. A disadvantage does not occur if the contractor takes equal training of imds professional within six months.

The withdrawal from the contract is impossible as from the announced date of the performance beginning.

The imds professional is allowed to withdraw from the contract, if unpredictable performance obstacles, for which the imds professional cannot be held responsible, prevent the training taking place as fixed in the published training description and if the overcoming of the performance

obstacle is unacceptable for imds professional. In particular, it can also be considered as unacceptable, when the possibilities for imds professional to change the offered performance (Section 6) cannot remove the performance obstacle or when the imds professional has once made use of adequate possibilities without overcoming the performance obstacle.

The imds professional has the right to withdraw from the contract if the obligation to perform can be regarded as economically unacceptable for imds professional. Economic unreasonableness arises in particular if the minimum number of participants is not reached or the intended lecturer is unavailable at short notice.

Each withdrawal has to be affected in writing. In the first instance, via fax will be sufficient to keep the written form and the period provided that the original notice of withdrawal will be forwarded as soon as possible. All further legal rights of both parties to withdraw from a contract remain incidentally unaffected of the provisions of this Section.

5. Performance of imds professional

imds professional holds the training according to the published training descriptions and the latest state of technology.

imds professional is allowed to use third parties to perform the training.

6. Performance Changes

Deviations of the training description as regards contents are allowed without any restrictions if the learning target is maintained by imds professional.

A replacement of the designated training instructor by imds professional is allowed if the new instructor has the necessary expert knowledge.

A change of the stipulated performance date by the imds professional is allowed using equitable discretion, if:

- imds professional cannot lay claim to the complete payment of the participant fees of at least six participants until the announced performance date
- the designated training instructor is prevented for the short term and unable to hold the training (or rather to perform) or
- the performance of engagement is impossible for the short-term at the stipulated location.

7. Time of Performance

The performance of the imds professional starts with the beginning of the training. It also applicable when the documents for the participants are provided before the training has begun.

The performance of the imds professional ends with the termination of the training.

8. Participant Documents/ Property Rights and Copyrights

The participant documents include the teaching material prepared by the imds professional. Depending on the training prepared exercises and model solutions can be part of the participant documents as well.

The participant documents remain in the property of imds professional until the participant has paid the complete training fees.

The participant documents are protected regularly through copyrights. It is why participant documents may exclusively be used in conjunction with the public training, in which they are handed out. Any kind of copying, distribution, or use not conforming to the contract is prohibited.

Notably, the publication of audio and video data, digital presentations, or scripts in internet portals open to the public (sharing) is prohibited.

9. Training Fees and Discounts

The imds professional's claim for the training fees arises by sending the confirmation of course registration to the contractor.

The fees stated on the imds professional website on the posting date apply.

The training fees become due by sending the invoice to the contractor and become payable immediately. The contractor accepts the delivery of the invoice via e-mail or fax.

We usually invoice the seminar fees ten days before the course begins subject to immediate payment.

The discounts imds professional offers cannot be combined. It also applies to overall prices already discounted. We always offer the cheapest discount. It is not possible to grant discounts after registration has already been successful. In the event of partial cancellations, the discount will be withdrawn or debited.

When registering for the seminar, you are required to provide the correct recipient of the invoice. Invoice amendments which arise due to incorrect information about the recipient of the invoice are subject to a fee of €90.

The costs for the participant documents are included in the training fees. However, travel expenses and accommodation costs are not included in the training fees. The invoice amount is to be paid in full; the recipient of the invoice bears any bank charges or other charges for financial services. Any bank charges at the expense of imds professional will be recovered. The deduction of discounts is not permitted.

The stipulated training fees are quoted exclusive of the legal VAT.

10. Delay in Payment/Interest on Late Payments

If the contractor does not pay within five working days, he/she falls behind. A demand for payment is not necessary on the part of imds professional as a sent invoice has to precede the payment, and a reasonable time for payment is given, that has to be worked out from the date of invoice according to the calendar.

During the delay in payment, the contractor has to pay interest on late payment amounting to eight percentage points per year over the base interest rate as well as a dunning charge of at least €30

The further assertion of legal rights at the debtor's delay remains unaffected thereof.

11. Limitation of Liability of Imds Professional The imds professional can only hold liable in damages that were caused grossly negligent or intentionally by the imds professional, one of its legal representatives or its vicarious agents.

A possible claim for damages is – as regards the amount of loss – limited to the size of account unless mandatory legal provisions are contradictory to the preceding.

In case the damage affects the life, body, or health of a person, the legal provisions are sufficient.

In particular, the imds professional is not liable for a breakdown of the telecommunication installations, lines, and networks, or indirect or direct consequences of such a breakdown, provided that the installations, lines or networks are operated by a third party.

Furthermore, the imds professional cannot hold liable if the participant does not pass the exam or does not receive an issued certificate as a consequence of the provided performance.

The imds professional can neither hold liable for advice given or information nor for the utilization or rather the usability of acquired knowledge.

The imds professional cannot hold liable for damages of the contractor or third parties resulting from computer viruses, as far as the damage was not caused grossly negligent or intentionally by the imds professional, one of its legal representatives or its vicarious agents.

The imds professional cannot hold liable for damages resulting – as a direct or indirect consequence – from unauthorized access on the part of any third party to the telecommunication or data processing installations of the contractor or third parties.

The contractor may not claim damages based on indirect losses, in particular, unemployment/loss of earnings and loss of profit.

12. Application of Law and Place of Jurisdiction

The legislation of the Federal Republic of Germany will exclusively be applied to the contractual relationship and its implementation. This legislation will also be applied to consumer contracts if legally allowed.

The court that is functionally and locally competent for the place of business of the imds professional is also in charge of all legal proceedings resulting from this contract.

13. Data Privacy Protection

Please note that imds professional – as well as third parties – collects, uses, stores, and processes personal data in the context of the conclusion and the execution of the contract.

The full privacy statement is available at www.imds-professional.com