

## Conditions for Participation in Public Trainings

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

### 1. Contractual Basis

In addition to the contractual agreements, the Conditions for Participation in Public Trainings in the respectively relevant version at the date of the contract conclusion as well as the legal provisions are effectual for public trainings of the imds professional GmbH & Co. KG (imds professional). Any General Standard Terms and Conditions that are contradictory to or any contractual basis of the contractor that correspond to this basic terms of contract are considered as waived by conclusion of the contract.

### 2. Conclusion of a Contract/Transferability

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

The contractor can not claim a confirmation of course registration. Registration forms will be processed by date of receipt. The number of participants of every training is always limited to twelve (participants). If a registration can not 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.

### 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 behaviour 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 until 15 days before the announced performance date. The period of time 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, 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 an equal training of imds professional within 6 months.

The withdrawal from 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 can not hold responsible, prevent the taking place of the training 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 (cypher 7) can not 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. In particular it can be considered as economically unacceptable, if imds professional can not lay claim to the complete payment of the participant fees of at least six participants until the announced performance beginning.

Each withdrawal has to be effected in writing. In the first instance a transmitted fax will be sufficient to keep the written form and the period of time 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 cypher.

### 5. Performance of imds professional

imds professional holds the trainings 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:

- a) imds professional can not lay claim to the complete payment of the participant fees of at least six participants until the announced performance date
- b) the designated training instructor is prevented for the short term and unable to hold the training (or rather to perform) or
- c) 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. This is also applicable when the documents for the participants are provided before the training has started.

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 regularly protected through copyrights. This 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.

## **9. Training Fees**

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

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.

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 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 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 an interest on late payment amounting to 8 % per year over the base interest rate as well as a dunning charge of at least 10 Euro

The further assertion of legal rights at 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 effective.

In particular the imds professional is not liable for a breakdown of the telecommunication installations, lines and networks, or for 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 can not hold liable if the participant does not pass the exam or does not receive an issued certificate as consequence of the provided performance.

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

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

## **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**

Regarding to § 33 of the German Data Protection Law imds professional points out that personal data will be collected, used, saved and processed within the framework of conclusion and implementation of the contract, also through third parties.

The imds professional is entitled to process and to use the inventory data of its customers and participants for public relations, consulting services, market research and the preparation of offers that meet the requirements of the market.

In accordance with § 34 of the German Data Protection Law the imds professional will provide complete information about the respectively stored data by request at any time and free of charge to every legally entitled person, provided that this data concern this legally entitled person.