



TERMS AND CONDITIONS

thecademy GmbH

Hereinafter the contractual partner of Thecademy GmbH shall be referred to as "Participant", and Thecademy GmbH shall be referred to as **thecademy**. The Participant and thecademy shall be jointly referred to as "**Parties**".

1 General description, Scope of Application

- 1.1 These Terms & Conditions shall apply in respect of carrying out events, such as open courses, seminars, and workshops (hereinafter referred to as "Courses").
- 1.2 Thecademy mostly provides Courses for entrepreneurs (section 14 of the German Civil Code - BGB), legal persons under public law or special funds under public law. Accordingly, these Terms and Conditions (hereinafter Terms and Conditions) have been drafted principally for dealings with this group of persons, and shall apply in respect of all business relations between thecademy and such Participants. Notwithstanding the above, these Terms and Condition shall also apply to the business relations between thecademy and consumers (section 13 of the German Civil Code - BGB). However, in such cases the following provisos shall apply to the Terms and Conditions:
 - Section 5.5 shall not apply.
 - Section 7.1 shall apply with the proviso that the Registered Office of thecademy shall be agreed as place of jurisdiction, where the Participant's Registered Office, place of residence or place of usual abode is moved outside the remit of the Federal Republic of Germany, or where their Registered Office, place of residence or place of usual abode is unknown at the time a claim is filed.
 - Section 7.2 shall not apply.
 - Thecademy does not participate in any alternative dispute resolution procedure before a consumer conciliation body.
- 1.3 The Terms and Conditions shall apply exclusively. Any Terms and Conditions of the Participant, which run contrary to these Terms and Conditions, or which amend them, shall only become a part of the Agreement, where thecademy has explicitly consented to this. This consent requirement shall apply in all cases, including in situations where thecademy is aware of the Participant's Terms and Conditions and provides Courses for the Participant without reservation.
- 1.4 Any individual agreements entered into with the Participant (including any ancillary agreements, amendments or changes) shall have precedence over these Terms and Conditions. The content of any such agreements shall be proven by way of a written contract, or, as the case may be, the written confirmation of thecademy, subject to proof to the contrary.

2 Offer, Conclusion of Contract, Withdrawal

- 2.1 Thecademy's offers are subject to change and non-binding, unless a binding offer is explicitly agreed in writing. The same shall apply as far as prices are concerned.
- 2.2 The subject of the contract shall be the provision of the agreed services or courses offered, not any specific success.
- 2.3 Participants can sign up or place an order in writing, via fax or online, at thecademy Training Centres. Registration or placing an order shall be binding as soon as the Participant receives their order confirmation in writing.
- 2.4 Thecademy shall be entitled to make use of subcontractors to perform the contract.
- 2.5 In the following cases it shall be possible to withdraw from registration or an order: In the event of a cancellation that is received no later than 21 days prior to the commencement of the Course no payment shall fall due and where a Course is cancelled later than that, or where a Participant simply fails to attend or leaves early, the full price shall be payable. Where a Participant cancels their participation in a course that is longer than 3 months up to the 7th day before such a course commences, then a part-payment for the amount for 3 months shall be payable (subject to other provisions from subsidising bodies). The postal stamp shall be decisive for the purposes of calculating the time periods. It shall be possible to name a replacement Participant. The statutory Right of Withdrawal shall remain unaffected.

3 Payment Terms

- 3.1 Unless an individual agreement or some other basis for assessing the fee has been expressly agreed, the fees shall be those as are the valid thecademy fees at the date the services are provided. The fees are due and payable immediately after invoicing, without deductions and quoting the invoice number, and shall be transferred to one of the accounts specified. Thecademy reserves the right to require payment in advance or cash payment as a condition for attendance at Courses.
- 3.2 The fee for Courses includes the costs of attendance and food (with the exception of ESF / SGBIII and SGBII). Exam fees, fees charged by the Chamber of Industry and Commerce and the costs of teaching materials are invoiced separately.
- 3.3 It is not possible to split a Course amongst several Participants. It is not possible to book parts of a Course at a reduced rate, unless this option is explicitly stipulated in the programme.

4 Running Courses

- 4.1 Courses are run as per the published course programme, or, as the case may be, as agreed individually with the Participant. However, thecademy reserves the right to make changes, provided this does not fundamentally alter the goals of the Course in question.
- 4.2 There is no entitlement to have any Course run by any particular lecturer or, as the case may be, in any particular location. Neither is there any entitlement to a refund or replacement if a day of the Course is not attended.

- 4.3 thecademy reserves the right to cancel a Course if there is a good reason to do so, and where that reason is not the responsibility of thecademy. Such reasons may include amongst others: a lecturer suddenly being taken ill, or force majeure. Fees that have already been paid shall be refunded in such a case. The Participant shall not be entitled to any further claims arising therefrom.
 - 4.4 Any Courses that are marked as "guaranteed courses" are guaranteed to take place. Where a specific course is already fully booked at the time of booking, no entitlement shall arise to participate in such a course. However, thecademy reserves the right to cancel a Course in cases of illness of a speaker or in cases of force majeure. Where such a cancellation occurs, thecademy will endeavour to offer an alternative course date to the Participant. The Participant shall be at liberty to choose to either accept such an alternative date, or to withdraw from the Contract.
- #### 5 Liability
- 5.1 Unless these Terms and Conditions, including the following provisions, stipulate otherwise, thecademy's liability shall be governed by the relevant statutory provisions.
 - 5.2 Irrespective of the legal basis, thecademy shall be liable on the basis of fault-based liability in cases of intent or gross negligence. In cases of conduct that is merely negligent, and subject to more favourable, statutory provisions (e.g. for due care in one's own affairs), thecademy shall only be liable for (i) losses arising from death, personal injury or damage to health, or (ii) for losses arising from a significant breach of an essential contractual obligation (an obligation, the performance of which is essential in order to properly perform the contract, and the compliance with which the contractual partner can reasonably rely on); in the latter case, however, thecademy's liability is limited to those losses as were typically foreseeable at the time of entering into the contract.
 - 5.3 The limitation on liability as per section 5.2 shall also apply in cases where there an obligation is breached by, or, as the case may be, in favour of persons whose actions thecademy is statutorily responsible for, or in cases where organs of the company, experts or other employees of thecademy are personally liable, if applicable. It shall not apply where thecademy, or, as the case may be, the abovementioned person deceitfully failed to disclose a defect, or in cases of a specifically agreed quality guarantee, or in respect of claims as per the German Product Liability Act (ProdHaftG).
 - 5.4 The Participant must inform thecademy without delay and in writing of any potential claims for which thecademy is to be held liable.
 - 5.5 Any claims to damages that are limited pursuant to this section 5 shall become statute barred one year after the statutory period of limitation begins to run, unless they are subject to the limitation provisions stipulated in section 438 (1)(2) or section 634a (1)(2) of the German Civil Code [BGB].
- #### 6 Confidentiality, Copyright, Data Protection
- 6.1 The materials provided to Participants, including documentation, software and other media made available for the purposes of the Course, are copyright protected. Any copying, passing on or other use of any such materials provided, whether in their entirety or in part, shall not be permissible unless express, written consent thereto is given by thecademy.
 - 6.2 Any use of the combined word/figurative mark thecademy that goes beyond the certificate issued (e.g. on business cards) shall be prohibited unless explicitly permitted in writing by thecademy.
 - 6.3 Thecademy shall treat as confidential any business and operational secrets that it becomes aware of in the course of running the Courses, and shall not disclose or use any such information outside of the Course, unless authorised to do so.
 - 6.4 Thecademy processes Participants' personal data for its own purposes and in order to ensure proper performance of the Contract. Amongst others, thecademy uses automated data processing machines for this. Thecademy complies with all applicable data protection requirements in its data processing.
- #### 7 Place of Jurisdiction, Place of Performance, Applicable Law:
- 7.1 The place of jurisdiction for either Party asserting any claims shall be the place of the Registered Office of thecademy, provided that the prerequisites as per section 38 of the German Code of Civil Procedure [Zivilprozessordnung] have been met.
 - 7.2 The place of performance for all obligations arising from the Contract shall be the place of the Registered Office of thecademy.
 - 7.3 The Contract and any legal relationship arising therefrom shall be governed exclusively by the laws of the Federal Republic of Germany, and excluding the conflict of law provisions of international private law (IPR) and of the UN Convention on the International Sale of Goods (CISG).