

## **Special Terms and Conditions for Training Courses**

### **I.**

#### **Scope/Application Exclusion Clause**

1. The following Special Terms and Conditions apply to participation in events and training courses offered by in-tech GmbH (hereinafter referred to as "in-tech") as part of continuing education.
2. These Special Terms and Conditions supplement the General Terms and Conditions for Customers ("GTC") in their current version. The GTC, including the definitions contained therein, apply unless otherwise or differently regulated in these Special Terms and Conditions.

### **II.**

#### **Conclusion of Contract/Registration**

1. Our offers are non-binding.
2. Registration can only be made by mail or email to:  
in-tech GmbH  
Parkring 32  
85748 Garching bei München  
e-mail: in-tech@in-tech.com
3. After receiving the registration, the participant will promptly receive a confirmation with an invoice from in-tech. In all other respects, each registration is deemed accepted if in-tech does not reject it within 14 days of receipt.

### **III.**

#### **Prices/Payment Conditions**

1. The specified invoice amount is subject to the statutory value-added tax and does not include participant meals or any necessary accommodation costs. The invoice amount is due without deduction no later than 14 days before the start of the training or event. If payment is not made within this period, in-tech is entitled to reject the participation of this participant. For last-minute registrations (less than 14 days), the invoice amount is due on the day of the event.

#### **IV. Cancellation**

1. Cancellation of registration can only be made in writing; telephone cancellations will not be accepted.
2. Cancellation is only possible up to 6 business days before the start of the event. In this case, in-tech will charge a cancellation fee of 20% of the invoice amount plus statutory value-added tax. The paid invoice amount will be refunded, deducting the aforementioned cancellation costs.
3. In case of later cancellations or non-participation, the full invoice amount remains due.
4. Cancellation fees do not apply if the prevented participant names a substitute person. In this case, in-tech transfers the invoice amount to the substitute person and sends them an order confirmation.
5. The prevented participant is also entitled to reschedule to a later training course once.

#### **V. Protection and Copyrights of Documents**

1. in-tech expressly reserves all rights to documents, results, calculations, etc., created by its employees or by speakers/training instructors, particularly copyright and trademark rights.
2. For the training courses, in-tech provides accompanying working documents. These are protected by copyright and may not be reproduced, replicated, distributed, or processed using electronic systems without the permission of in-tech.
3. A certificate of participation will be issued for each event.

#### **VII. Changes**

4. in-tech is entitled to cancel the event if the minimum number of participants is not reached or for other urgent reasons. In this case, participants will be promptly informed, and the paid invoice amounts will be refunded.
5. If the number of participants exceeds the limit, registrations will be considered in the order of receipt. Participants who are not admitted will be notified immediately.

6. in-tech is also entitled to postpone the event. In this case, the participant has the right to withdraw. Further claims against in-tech, especially for reimbursement of travel or hotel expenses, do not arise.

## **VIII**

### **Liability and Indemnification**

7. For our non-contractual liability and other claims of the client that do not concern our contractual liability under VII, the following applies:
  - a) Our liability for damages to the client's life, body, or health, caused by us, our legal representatives, or vicarious agents is not limited.
  - b) Our liability for other damages resulting from the slight negligence of non-essential contractual obligations is excluded. In the case of slight negligence in the violation of cardinal obligations – even by our legal representatives and vicarious agents – our liability is limited to the contract-typical foreseeable damage.
  - c) Even in the case of slight negligence, we are not liable for indirect or consequential damages, even if we had to consider the possibility of such damages during the execution of the order based on the information available to us.
8. Any further liability as provided above is excluded. This applies in particular to claims for damages due to culpability at the time of contract conclusion, for other breaches of duty, or for tort claims, unless an exclusion of liability is not or only partially possible due to mandatory legal provisions in force at the time of assessment.
9. The exclusion of liability also covers incurred expenses, regardless of whether they are futile or not.
10. The client indemnifies us against any liability to third parties upon first request. This applies in any case, as long as it has not been legally determined that the violation of third-party rights is our fault, taking into account the above exclusion of liability.

## **VIII.**

### **Confidentiality Obligations**

1. The client undertakes to comply with the confidentiality and loyalty obligations individually agreed upon with us. The signed contents are to be strictly adhered to. In any case, all documents and information received from us must be kept strictly

confidential. They may only be disclosed to third parties with our express consent. Data protection regulations must be fully observed.

## **IX. Data Protection**

1. in-tech will store, process, or evaluate customer data received in connection with the business relationship in accordance with the provisions of the Federal Data Protection Act and the EU General Data Protection Regulation.
2. The client's email address will only be used for inquiries or informational letters related to the assigned order. Any communications beyond the content will be sent by email if the customer wishes.
3. in-tech is not liable in any case if unauthorized third parties gain knowledge of the content of an email despite correct sending.

## **X. Jurisdiction/Applicable Law/Final Provisions**

1. Oral agreements, amendments, and modifications to the contract require our written confirmation.
2. Our code of conduct for contract partners (available at <https://www.in-tech.com/agb>) is also an integral part of the contractual relationship with the client.
3. In commercial transactions, the place of jurisdiction is agreed to be Munich/Garching, as well as in cases where the client has no domestic general place of jurisdiction, has moved its residence or habitual abode abroad after the conclusion of the contract, or at the time of filing the lawsuit, neither the residence nor the habitual abode of the client is known. We are entitled to file a lawsuit at the client's place of business or at another location of companies belonging to our group.
4. Only the application of German law is agreed. In the case of different versions of the contract documents, the German version shall prevail.
5. The processing of the business relationship is supported by a data processing system. The data of the client required for the processing of the contract, in particular, names, addresses, account details, will be stored and processed for our own purposes. The client agrees to this by placing the order.
6. The client undertakes to provide us with all legally required statements or, if necessary, to make the necessary agreements, such as an agreement on order data

processing (ADV).

7. If one of these provisions is or becomes ineffective, the effectiveness of the remaining provisions is not affected. In the event of the ineffectiveness of one or more provisions, the parties are obliged to agree on an economically and legally equivalent provision.

**in-tech GmbH**

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85748 München/Garching

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