

General Terms and Conditions of Process Fellows GmbH for Public Seminars

February 4, 2021

1. General

- a. The following General Terms and Conditions (hereinafter referred to as "GTC") shall apply exclusively to contracts for a training event with Process Fellows GmbH, Schegelleithe 8 91320 Ebermannstadt, (hereinafter referred to as "Organizer"). By booking a training course with the organizer, the customer agrees to these GTC.
- b. "Customer" is the natural or legal person or the partnership with legal capacity that registers participants for a training course. "Participant" means the specific person who attends the respective training.
- c. A customer can only be a person who, when concluding a legal transaction, acts in the exercise of his commercial or independent professional activity and is therefore an entrepreneur as defined by Section 14 of the German Civil Code (BGB). **The entering into a training contract with consumers is expressly excluded.**
- d. Amendments to these provisions, in particular deviating or supplementary terms and conditions of the customer, are hereby rejected. Such terms and conditions shall not become valid even if the contract is executed vis-à-vis the organizer. Any amendment to these terms and conditions added to an order confirmation by the customer shall be considered a rejection of the offer by the organizer.

2. Registrations

- a. The organizer provides information about the seminars offered on its website www.processfellows.de and through other media. The organizer does not hereby make a binding offer to conclude a contract.
- b. Registrations for the seminars can be made via the registration button on the organizer's website or by e-mail to office@processfellows.de.
- c. As far as the customer is not at the same time a participant, the customer shall specify the participant's first and last name, telephone number and e-mail address.
- d. After sending the registration, the participant will receive a confirmation of his registration by e-mail. This confirmation of registration is not an acceptance of the offer, but merely an information about the receipt of the registration with reproduction of the essential registration data.
- e. The contract is only concluded upon receipt of the confirmation of participation in text form by the organizer.
- f. Upon request, the organizer shall compile an individual seminar offer for the customer. Unless otherwise specified in the offer, offers are always made in text form and have a validity of 30 days.
- g. For didactic reasons, the number of participants in each seminar is limited. The organizer considers the booking of a seminar chronologically after receipt of the registrations.

3. Scope of services and participation requirements

The scope of services, the venue and the individual dates can be found in the confirmation of participation or in the seminar description, which can be accessed at www.processfellows.de.

4. Online-Seminar

- a. The customer is responsible for the technical requirements on the participant side (e.g. communication software, stable Internet connection, etc.). Special technical requirements will be communicated by the organizer; for the rest, the customer must check and ensure the technical requirements for participation in good time.
- b. A possible failure of the technical requirements at the participant according to lit. a) before or during the online training has no influence on the obligation to pay the training fees; a refund of the training fee shall not apply in this case.

5. Seminar documents

- a. The customer will receive the seminar documents at the latest at the beginning of the event.
- b. Unless otherwise agreed, the organizer grants a simple right of use, unlimited in time, to the protectable works (drafts, texts, design proposals, training materials and documents) produced in the course of the seminar, subject to the condition precedent of full payment of the agreed fee. -training materials and documents.
- c. The transfer of the seminar documents to the customer does not include the right to modify them, transfer them to third parties or publish them. Third parties in this sense also include the customer's affiliated companies under group law. The organizer reserves the right of use. Mandatory legal regulations that state otherwise shall prevail in this respect.
- d. If the organizer uses concepts, ideas, methodology and procedures in the provision of the service which were created or acquired by the organizer or to which the organizer is otherwise entitled in any way, the ownership of these rights shall remain with the organizer. Except for the license mentioned in clause 5 b), the Customer shall not acquire any rights to these intangible property rights. The right of use of the works resulting from clause 5 b) remains unaffected.

6. Reservation of right to make changes

- a. The organizer is entitled to make necessary changes in content, methodology and organization or deviations (e.g. due to changes in the law) before or during the event, provided that these do not significantly change the benefit of the announced event for the customer.
- b. The organizer is entitled to replace the scheduled speakers in case of need (e.g. illness, accident) with other persons equally qualified with regard to the announced topic.

7. Withdrawal by the organizer

- a. The organizer reserves the right to cancel the event if the minimum number of participants has not been reached at the latest 14 calendar days before the planned date of the event.
- b. The legal right of the organizer to withdraw for good cause, in particular in the event of sudden illness of the speaker, remains unaffected.

- c. If the organizer withdraws from the contract, the customer will be refunded the participation fee already paid.

8. Seminar fees

- a. The prices quoted by the organizer on the Internet site are net prices and do not include the applicable statutory value-added tax.
- b. Unless otherwise stated, the seminar fee shall cover participation in the seminar, seminar documentation, conference drinks in the seminar room and refreshments during breaks as well.
- c. The seminar fee does not include hotel or accommodation costs.
- d. Invoices from the organizer are due for payment within 14 calendar days after receipt. Invoices will be sent by e-mail, or by post if requested.

9. Rebooking

- a. A rebooking to another date than the one selected in the registration process is only possible in consultation with the organizer.
- b. No additional fees will be charged for rebookings made up to 4 weeks before the start of the event. For rebookings after this period, a fee of 10% of the originally booked seminar fee plus statutory VAT will be charged.

10. Designation of a substitute participant

- a. Participation in the booked training by another expressly named third party (substitute participant) is only possible if the substitute participant is indicated up to two working days before the start of the training.
- b. Substitute participation will only be permitted by the organizer free of charge if the organizer has been notified of the substitute participant no later than three working days before the booked date, stating first and last name, telephone number and e-mail address of the latter before the start of the training course, if the substitute participant is not already a participant in the respective training course and if the substitute participant has expressly agreed to bear the costs of the training course.
- c. In the case of seminar events lasting several days, rebooking is only possible as a whole. Individual days cannot be divided among several substitute participants.
- d. The "Competent Assessor" training course is excluded from the possibility of transferring the booking to a substitute participant.

11. Withdrawal of the participant

- a. In case of withdrawal of the customer from the contract, the following cancellation fees are due from the total costs:
 - Up to 44 calendar days before the start of the event 0 %.
 - Up to 14 calendar days before the start of the event 50 %
 - afterwards or in case of non-attendance 100 %
- b. The declaration of withdrawal must be in text form. For the calculation of the date of withdrawal, the date of receipt of the declaration of withdrawal shall apply.

- c. The customer is at liberty to prove to the organizer that no damage or only significantly less damage has been incurred than the requested cancellation costs.
- d. If the customer has to pay more than 50 % of the event price after withdrawal, the customer is entitled to demand the documents for the event booked by him from the organizer, as far as these are included in the seminar price.

12. Seminars from cooperation partners

The organizer acts in the framework of its presentation of services from its cooperation partners exclusively as an agent of services. In the event that a reservation is made, contracts relating to the service are concluded exclusively between the participant and the third-party provider. The general terms and conditions of the third party provider apply to the selected seminars. The entire contract processing and the handling of possible service disruptions shall take place exclusively between the customer and the third-party provider.

13. Liability

- a. The organizer is liable without limitation for damages resulting from injury to life, body or health as well as for other damages due to intentional breach of duty or insofar as the law otherwise mandatorily prescribes unlimited liability, e.g. in the case of damages under the Product Liability Act.
- b. If case 13a does not apply, the liability of the organizer in the event of a culpable breach of an essential contractual obligation (cardinal obligation) by him or a legal representative or vicarious agent is limited to the amount of the contract-typical, foreseeable damage. Cardinal obligations are those whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the participant may regularly rely.
- c. If case 13 a or b does not apply, the organizer shall only be liable for gross negligence and the amount shall also be limited to the foreseeable damage specific to the contract.
- d. Furthermore, the liability of the organizer is excluded, notably in the case of simple negligence on the part of the organizer.
- e. Unless otherwise stipulated in the above provisions, the organizer shall not be liable for loss of profit, loss of production, interruption of operations, loss of data or information, contractual claims of third parties, loss of use, financing expenses and consequential damages, in particular from obligations to third parties.

14. Force majeure

- a. **If the organizer waits for cooperation or information from the participant or if services of the organizer cannot be performed by the organizer as a result of an unforeseen event for which the organizer is not responsible, this shall apply in particular in cases of**
 - aa) force majeure, e.g. mobilization, war, acts of terrorism, riots, or similar events (e.g. strikes, lockouts, pandemics, epidemics),
 - bb) attacks on the IT system of the organizer, insofar as these occurred despite compliance with the usual standard of care for protective measures,

cc) Obstacles due to German, US or other applicable national, EU or international regulations of foreign trade law or due to other circumstances for which the organizer is not responsible, or

dd) failure of the organizer to deliver on time or in the proper manner, there shall be no breach of duty for the duration of the downtime.

- b. The organizer shall inform the participants immediately in text form of the occurrence of an unforeseen event.

15. Data protection

- a. The organizer processes the necessary personal data of the participant as part of the seminars and workshops to be held. The processing is carried out for the purpose of handling the seminar booking (Art. 6 para. 1 p. 1 lit. b GDPR) and for the purpose of providing information about further seminars, events and further certification offers (Art. 6 para. 1 p. 1 lit. f GDPR). The organizer shall be responsible for this.
- b. For the seminars and workshops, the (company) address, name and contact details of the participants are processed and, if necessary, passed on to trainers as well as partners of the organizer. This data is stored for 10 years for verification purposes. Further information on this can be requested from the organizer.
- c. Every data subject has the right to information (Art. 15 GDPR), the right to rectification (Art. 16 GDPR), the right to erasure (Art. 17 GDPR), the right to restriction of processing (Art. 18 GDPR) and the right to data portability (Art. 20 GDPR), provided that the legal requirements are met. With regard to the right to information and the right to erasure, the restrictions pursuant to Sections 34 and 35 BDSG-neu apply. In addition, there is a right of appeal to a data protection supervisory authority (Art. 77 GDPR).

16. Other

- a. The contractual relationship shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) or parts thereof.
- b. If the participant is a merchant, a legal entity under public law, a special fund under public law or has no place of jurisdiction in Germany, the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the organizer's place of business. The organizer is also entitled to bring an action at the place of execution of the provision or at the general place of jurisdiction of the customer. Prior statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.