

# Terms and Conditions for Seminars / Training Courses

## 1 General

- 1.1 These General Terms and Conditions apply for the seminars and training courses offered by KISTERS. The general terms and conditions of the Customer shall find no application, unless expressly agreed to by KISTERS.
- 1.2 The seminars and training courses held by KISTERS are conducted in accordance with recognised standards of science and technology, as well as usual and relevant standards in the IT industry.
- 1.3 The Customer shall ensure that KISTERS receives all required information for quote creation. Where new circumstances or existing conditions arise, which KISTERS were not aware of at the time of contract conclusion, then the Customer shall be responsible for costs incurred by KISTERS due to these circumstances.
- 1.4 Should the Customer discover during the contract term that KISTERS will require additional information in order to comply with their contractual obligations, then the Customer shall request that information, including from third parties, to a reasonable extent and make that information available to KISTERS without delay.
- 1.5 Unless agreed otherwise between the contractual parties, the place of service performance shall be the training facilities at KISTERS. On Customer request, KISTERS may also perform the agreed services at the Customer's premises.
- 1.6 KISTERS shall design the training courses and seminars in such a way that an attentive participant can achieve the seminar objectives. KISTERS do not vouch for the success of the training.
- 1.7 The Customer is neither entitled to instruct KISTERS coaches, nor shall these coaches be integrated into the Customer's operations. Specifically, the Customer is prohibited to give instructions to KISTERS coaches regarding the specific content, performance, time and place of their activity. KISTERS coaches shall be free to perform their services how they see fit. The course and seminar times are specified by the coach. However, this shall not release KISTERS from its obligation to perform their services in accordance with the Contract. The Customer undertakes to do everything in his power to ensure that KISTERS coaches are not integrated into his operations, and that the services provided by a KISTERS coach do not become subject to instructions or determined by others in personal dependence on the Customer.
- 1.8 A seminar/training course hosted by KISTERS is deemed provided in compliance with the Contract, once the Customer signs the KISTERS coach's time sheet, or if the Customer does not notify and complain about an improperly provided seminar/training course within 4 weeks after provision.
- 1.9 If seminars/training courses are not performed, are not performed in compliance with the Contract or are performed incorrectly due to circumstances for which KISTERS are responsible, KISTERS shall provide these seminars/training courses within a reasonable time frame. KISTERS shall only be obliged to make up for these seminars/training courses if the Customer expressly requests KISTERS to do so in writing.

## **2 Registration, registration confirmation**

- 2.1 For teaching and technical reasons, the number of participants will be limited. Timely registration up to 14 days before the course date is requested. Seminar participation registration is binding and can only be cancelled in accordance with Clause 4 ff.
- 2.2 As the number of participants at KISTERS seminars is limited, registrations will be considered chronologically on a first come, first served basis.
- 2.3 KISTERS shall confirm registration latest 7 days before the event in writing, stating the seminar date, venue and time. KISTERS shall endeavour to provide all information necessary for seminar attendance (maps to the event location, a list of documents to bring along, etc.).
- 2.4 The Customer should enquire at KISTERS, whether his registration was received in time if no registration confirmation is received.

## **3 Services and certificate**

- 3.1 The attendance fees include seminar documentation, certificates, use of hardware and software, speakers' fees, as well as writing materials. For seminars held at KISTERS training facilities, break time snacks and beverages, as well as lunches are additionally included. Deviations from these services may arise in seminar descriptions or confirmations.
- 3.2 Attendees shall receive a certificate for each day of attendance, summarising the seminar content.

## **4 Cancellations**

- 4.1 The Customer has the option of cancelling a registration up to 14 days before the start of the seminar without incurring any duty of payment. If the Customer cancels between the 14th and the 7th day before the start of the seminar, he shall be obligated to pay a processing fee of €100 per participant.
- 4.2 In case of later cancellation or if the participant does not attend the seminar, the Customer shall be obligated to pay 80% of the agreed amount. The Customer has the option of nominating a different attendee right up to the course start date.
- 4.3 KISTERS reserve the right to cancel or reschedule a seminar, e. g. Due to illness of the speaker or an insufficient number of attendees, even after having issued a registration confirmation. In case of a cancellation of the event, KISTERS shall endeavour to rebook the participant for a different date or a different venue, should the Customer agree. Should a rescheduling prove impossible, then KISTERS shall reimburse the registration fees in full; no further claims exist.
- 4.4 KISTERS reserve the right to change event dates and venues. KISTERS shall inform of such changes in good time.

## **5 Invoicing and fees**

- 5.1 The fees and prices stated for the relevantly applicable seminar offering shall apply. Invoicing shall occur after the provision of the seminar and payment is due immediately.
- 5.2 All prices are exclusive of VAT applicable at the time of invoicing.

## 6 Intellectual rights

- 6.1 After payment of the full seminar fee, the Customer is entitled to the non-exclusive (simple) right of use and the unlimited right to use the documents handed out at the training course/seminar for the intended purpose.
- 6.2 It is not permitted to reproduce the seminar documents or parts thereof, or to translate the documents into machine language without the consent of KISTERS.
- 6.3 The Customer is not permitted to record training sessions held remotely.

## 7 Liability

- 7.1 KISTERS shall be liable for damages caused by their employees intentionally or through gross negligence – irrespective of the legal grounds – one time and up to a total amount equal to the total remuneration, but not exceeding a total amount of €25,000.
- 7.2 Should a KISTERS coach be prevented from performance due to illness or other reasons for which the Customer is not responsible, KISTERS shall, at the Customer's request, replace the coach with another suitable coach, or make up for lost services within due course. KISTERS shall not be liable if the Customer incurs additional costs for that reason.
- 7.3 Any claims for defects, damages or reimbursement of expenses incurred by the Customer other than those expressly mentioned in these GTC – based on the contract, tort or any other legal grounds, and specifically claims for business interruption, loss of profit, consequential harm caused by a defect, and loss of information and data – shall be excluded, unless liability is mandatory, e. g. under the Product Liability Act or in cases of intent, gross negligence or breach of fundamental contractual obligations. Compensation for damages or expenses due to breach of material contractual obligations shall, however, be limited to foreseeable damage typical for this type of contract, unless intent or gross negligence can be proven. Material contractual obligations are those, whose fulfilment characterises the contract and on which the Customer may reasonably rely.
- 7.4 KISTERS shall not be held responsible for service restrictions and delays, specifically due to force majeure (e. g. mobilisation, war, rioting) or similar events (e. g. strike, lockout, computer viruses or hacker attacks).
- 7.5 Insofar as the contracting parties have agreed on a lump-sum compensation for a defect of a service as part of the SLA, the agreed provisions in the SLA shall apply to reduction, compensation for damages, and reimbursement of expenses due to the defect.
- 7.6 Claims and rights against KISTERS shall lapse 12 months after completion of the service provisioning or premature termination of the Contract, unless liability is mandatory, e. g. under the Product Liability Act or in cases of intent, gross negligence or breach of fundamental contractual obligations.
- 7.7 If a third party asserts claims against the Customer for the infringement of industrial property rights or copyrights (hereinafter: IPR) by the services supplied by KISTERS, and if the use of these services is impaired or prohibited as a result, KISTERS shall be liable as follows: KISTERS shall, at their discretion and expense, either modify or replace the services in such a way that they do not infringe these IPR, but still substantially comply with the agreed specifications, or indemnify the Customer against licence fees for the use of the services vis-à-vis the third party, or take back the services against reimbursement of the remuneration paid by the Customer less an amount that takes into consideration the time of use of the services rendered.

- 7.8 Prerequisite for KISTERS' acceptance of liability under Clause 7.7 is that the Customer notifies KISTERS immediately in writing of any claims by third parties for infringement of an IPR, does not concede the alleged infringement, and conducts any dispute – including any out-of-court settlement – only in agreement with KISTERS. If the Customer discontinues the use of the services for reasons of mitigation of damages or other important reasons, he shall be obliged to point out to the third party that the discontinuation of use does not constitute an acknowledgement of the infringement of the IPR.
- 7.9 Insofar as the Customer himself is responsible for the infringement of property rights, claims against KISTERS are excluded. The same shall apply insofar as the IPR is based on special specifications of the Customer, is caused by an application not foreseeable by KISTERS, or is caused by the fact that the part/work result is modified by the Customer, or is used with work results not supplied by KISTERS.
- 7.10 Further claims of the Customer due to an infringement of third party IPR are excluded. The Customer's statutory right to cancellation for good cause remains unaffected.

## 8 Data security

- 8.1 KISTERS may store personal data of the Service User as part of data collection and processing. KISTERS shall only use this data for processing purposes and as a legal basis when preparing quotes, conducting the seminars and for sales activities with the participant (Art. 6 para. 1 lit. b DS-GVO) In the case of registration, the required data, including name, billing address and other details, are required and must be provided by the participant. KISTERS uses contact data, such as e-mail address or telephone number, to confirm a registration and schedule events.
- 8.2 Recipients or categories of recipients of personal data are KISTERS employees in the areas of seminar hosting, sales and marketing, as well as any service providers used for the provision of services, and the tax consulting company contracted by KISTERS. These service providers process the data as contracted processors and exclusively on the instructions of KISTERS, and are obligated to comply with applicable data protection regulations. All contracted processors have been carefully selected and will only have access to personal data to the extent and for the time required to perform these services.
- 8.3 It may be necessary to transfer personal data to recipients in third countries as part of order processing. KISTERS use EU standard contract stipulations for this purpose, and the participant can view the relevant document on request.
- 8.4 In compliance with Art. 13 GDPR, KISTERS are obligated to inform the participant whenever his data is collected. The names and contact information of the contact persons responsible at KISTERS shall be made available to the participant for that purpose. The protection officer in charge at KISTERS is Dr. Heinz-Josef Schlebusch, Pascalstraße 8+10, 52076 Aachen, Germany, Phone: +49 2408 9385-0, E-mail: [datenschutz@kisters.de](mailto:datenschutz@kisters.de).
- 8.5 Legal retention obligations under German law allow KISTERS to store personal data within the scope of GDPR. An exception to the basic obligation to delete applies if the processing of personal data is necessary for the fulfilment of an obligation under German law or EU law (Art. 17 (3) (b) GDPR). The data will be deleted on request in accordance with the retention obligations under German law. Documents required by tax law or commercial law must be stored for a minimum of 10 years. Other business notes must be kept for at least 5 years.

- 8.6 Upon request, KISTERS will be happy to provide information about whether and which of the participant's data is retained. In accordance with Art. 15–21 GDPR, the participant has the right to information, correction, deletion, restriction of processing, as well as the right to object to processing and data transfer. The participant furthermore has the right to revoke consent at any time without affecting the lawfulness of the processing carried out on the basis of consent until revocation. Participants may complain to the competent supervisory authority in accordance with Art. 77 GDPR if they are of the opinion that the processing of their personal data is carried out unlawfully.

## 9 Non-Disclosure

- 9.1 Business secrets of the Customer in the meaning of § 2 of the Federal Trade Secret Law shall be protected by KISTERS with appropriate confidentiality measures, and shall be released to the Customer immediately after the end of the Contract upon request, unless there is a contractual and legal necessity for the retention of such business secrets at KISTERS.
- 9.2 The Customer shall treat business secrets and other information obtained through KISTERS as confidential during the term of the Contract and beyond, as long as and to the extent that such information has not lawfully become general knowledge, or that KISTERS have consented in writing to its disclosure in a specific case, and shall use such information only for the purposes stipulated in the contract.

## 10 Other

- 10.1 Ancillary agreements require the written form. This requirement may only be waived in written form.
- 10.2 German law shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 10.3 Place of performance is the registered office of KISTERS. The place of jurisdiction is Aachen.