## General Terms and Conditions, Version of April 2014

### Scope of Validity

The following general terms and conditions shall govern the contractual relationship between participants of training events, such as study programs, seminars, and courses (hereinafter referred to as "training events") and the International Department des Karlsruher Instituts für Technologie gGmbH or its responsible schools, e.g., the Carl Benz School of Engineering, the Karlsruhe School of Optics and Photonics, the HECTOR School of Engineering and Management and the Helmholtz International Research School for Teratronics.

### Registration / Confirmation of Registration

Registrations for training events can be submitted via e-mail, fax or ordinary mail. The registration will be legally binding only after the contract has been signed by both parties or after a written confirmation of your registration by the International Department. Every legally binding registration shall be subject to these general terms and conditions which shall become part of the contract by signing it.

## **Payment**

The participation fee shall be due after receipt of the invoice and shall be paid net by bank transfer or credit card. The costs of payment transfer shall always be at the expense of the participant. If no payment will be made, the International Department shall reserve the right to cancel the contract and to assign the training place to another person. Additionally specific regulations for an event on the referring website should be regarded.

If the attendee is in default of payment, the International Department shall be entitled to charge interests of 5% above the basic interest rate on the amount due (Art. 247, paragraph 1, BGB).

### Cancellation

Participants may cancel their binding registration. This cancellation shall be declared in writing. In case of withdrawal of a participant, the International Department will charge a cancellation fee depending on the time of withdrawal and the booked training event. These cancellation fees are calculated as follows:

- In the case of certificate courses, a withdrawal is free of charge until four weeks before the beginning of the course. In case of a withdrawal between four and two weeks before the start of the course, 50% of the attendance fee shall be paid. In case of a withdrawal two weeks or less before the beginning of the course, the complete attendance fee shall be due.
- In the case of seminars, a withdrawal is free until four weeks before the beginning of the course. In case
  of a withdrawal two weeks or less before the start of the course, 50% of the attendance fee shall become
  due. In case of a withdrawal at the day the seminar takes place, 100% of the attendance fee shall be
  paid.
- If the attendee fails to appear at a training event, the complete attendance fee shall become due.

- In case of illness and if the participant presents a medical certificate the attendence fee is refund, less
   10% as administration fee. Otherwise the attendee might choose another equal training event according to prior agreement with the International Department.
- In case of the withdrawal of a participant, a substitute person may be named, who must be admitted by
  the International Department in any case. Admission may be denied under certain conditions depending
  on the event. Further details can be found in your registration confirmation.

## Cancellation by the Organizer / Modification of Program

If, contrary to all expectations, the number of registrations received is too small, the International Department shall reserve the right to cancel the event. Attendees will be informed immediately. To the extent possible and reasonable considering the circumstances, the International Department shall offer substitute events on other dates or at other event locations to the attendees of cancelled courses. If the attendee agrees, rebooking will be free of charge. If the substitute offer is not acceptable for the attendee, all fees already paid shall be reimbursed to the participant.

Any further claims, especially for reimbursement of travel and accommodation costs and lost working time, shall be excluded. If a course is cancelled at short notice, e.g. because of illness, the same rules shall apply as those for cancellation by International Department Management (see above). The International Department shall reserve the right to change the organization, teaching staff, or the course of an event without influencing the overall character of the event itself.

# **Right of Revocation**

You may revoke in writing (e.g. letter or e-mail) your binding registration within two weeks upon registration without having to indicate reasons.

The revocation deadline shall start upon receipt of the present Terms and Conditions in text form. In the case of services, the deadline shall not start before the date of conclusion of the contract, provided that the contract is concluded electronically, and also not before fulfillment of our information obligations according to Art. 312c, paragraph 2, BGB in connection with Art. 1, paragraphs 1, 2, and 4 BGB-InfoV as well as our obligations according to Art. 312e, paragraph 1, clause 1, BGB in connection with § 3 BGB-InfoV. In order to comply with the deadline of revocation, punctual dispatch of the revocation shall be sufficient.

The revocation shall be sent to:

International Department des Karlsruher Instituts für Technologie gGmbH Schlossplatz 19
76131 Karlsruhe, Germany

# **Consequences of Revocation**

In case of an effective withdrawal, the benefits received by both sides and potential profits made (e.g. interests) shall be returned. Obligations to reimburse payments shall be fulfilled within 30 days. Your deadline of revocation shall start with the dispatch of your declaration of revocation, our deadline shall start upon receipt of your declaration of revocation.

#### Certificate of Attendance / Certification

For course participation, every participant will receive a certificate of attendance from the International Department.

# Copyrights

All seminar documents (in hard copy as well as in any other conceivable form, such as video and audio material) shall be protected by a copyright. Any reproduction, transfer or other use of the seminar documents as well as of any other documents, graphics, pictures and audio material, and other information carriers provided by International Department or their representatives shall require the express approval in writing by the International Department.

### Liability

The events are thoroughly prepared and held by qualified authors and instructors. International Department shall not assume any liability for the up-to-dateness, correctness, and completeness of the seminar documents, the execution of the event, and its contents. In particular, we shall not assume any liability for potential damage caused by the use or transfer of the knowledge acquired and/or provided in our courses.

Irrespective of the legal cause, the International Department shall be liable for material and financial losses, for which it is responsible, in case of intent and/or gross negligence only.

## Liability for educational programms and relied social and networking events

Participants' claims for compensation against the International Department and its representatives for damages occuring related to educational programms and relied social and networking events shall be excluded except of damages caused intentionally or by gross negligence. This exclusion does not apply for negligent injuries of a participant's life, body and health.

The participant exempts the International Department and its representatives from any third party claim including legal expenses which are claimed related to conducting offered educational programm and relied social and networking events.

## **Photographs**

The participant agrees that photos taken in connection with the event may be used, distributed, and published in altered or unaltered form by the International Department and its representatives. These rights of use shall apply without restriction to certain fields, also to advertisements and editorial releases, without any time restriction. The participant shall also agree with a transfer of the rights of use.

During all events taking place within a course, the taking of photographs and/or video and audio recordings of any type by people other than those specifically appointed and explicitly authorized or assigned in writing by the International Department shall not be permitted.

Each participant shall have the right to revoke in writing his/her consent to the use of his/her photograph and/or video or audio recordings at any time.

# **Jurisdiction**

The place of jurisdiction shall be Karlsruhe, provided that the attendee is not a natural person.

# **Data Protection**

The International Department shall treat personal data as confidential and shall only use them in accordance with the data protection regulations. Personal data shall be stored and used for organizational purposes and for future information on offers of the International Department. Each participant shall have the right to revoke in writing his/her consent to the storage and use of his/her data at any time.