

1. Scope of Application

These General Terms and Conditions apply to all types of deliveries and performances of services by the company BME Akademie GmbH, hereinafter referred to as "BME Akademie", to and for its clients, hereinafter referred to as the "Clients".

2. Registration

You or your employees can register in writing, by telephone, via our online form or via fax. If you would like to register in writing, we will be happy to send you the registration form. If you want to submit a binding registration for an event online, please fill in the registration form on our website and click the "submit" button. You will then immediately receive confirmation of your registration to participate in the event. Please check that your name and company name are spelt correctly.

3. Booking

Bookings are processed in the order in which registrations are received. If an event is already fully booked or cannot be held as announced due to other reasons, BME Akademie will inform participants immediately. Where applicable, BME Akademie will offer a repeat date or an alternative event.

4. Participation Fees

The event fee plus applicable VAT is due upon receipt of the invoice. The event fee includes event documentation and the use of technical facilities.

5. Cancellation of Event Registrations with the Exception of Courses and In-House Training Sessions

Event registrations can only be cancelled in writing, namely by letter, fax or e-mail. Cancellations can be made without specifying reasons up to 2 weeks before the start of the event. If a cancellation is made up to 2 weeks before the start of the event, a net cancellation fee of 15 percent of the participation fee will be charged and, where applicable, will be deducted from the participation fee already paid. If an event registration is not cancelled until 2 weeks or less before the start of the event, the entire participation fee will be charged. Cancellation fees will not be charged if a substitute participant is listed in the contract. If a separate cancellation policy applies to events, BME Akademie will inform participants about the policy in individual cases. The full event fee will be charged if participants do not attend and have not provided notice of cancellation in advance.

6. Cancellation of Course Registrations

Course registrations can only be cancelled in writing, namely by letter, fax or e-mail. In the case of cancellations made up to 4 weeks before the start of a course, the registration will be cancelled for free and any course fee that has already been paid will be reimbursed. If a cancellation is made up to 2 weeks before the start of a course, a fee of 25% of the net course fee will be charged. In the case of cancellations made less than 2 weeks before the start of the course, a fee of 50% of the net course fee will be charged if no evidence of a deviating amount of damages or expenses can be provided in individual cases. Cancellation fees will not be charged if a substitute participant is listed in the contract. The full course fee will be charged if participants do not attend and have not provided notice of cancellation in advance.

7. Withdrawal and rebooking for in-house training courses

Withdrawal from an in-house training course is only possible in writing.

7.1. In case of cancellation up to 4 weeks before the start of the in-house training, the order will be cancelled free of charge.

If the cancellation is made less than 4 weeks before the start of the in-house training, 25 percent of the total net training fee will be charged. If the cancellation is made less than 2 weeks before the start of the in-house training, 50 percent of the total net training fee will be charged. If the cancellation is made less than 1 week before the start of the in-house training, 100 per cent of the total net training fee will be charged.

7.2. We grant our customers a one-time rebooking option. If the in-house training is rebooked up to 4 weeks before the start of the training, no rebooking fee will be charged. If the in-house training is rebooked with less than 4 weeks' notice, an immediate rebooking fee of 25 percent of the net training fee will be charged. This fee will be charged in the event of a binding implementation within a period of 6 months, calculated from the original in-house date. If no date is set within 6 months, the cancellation fees listed under point 7.1. shall apply.

7.3. If, in the event of withdrawal or rebooking, customer-specific development and/or adaptation costs as well as travel expenses are already incurred in

connection with the development, adaptation and/or implementation of the in-house training, the customer shall reimburse these costs immediately without deduction upon receipt of the invoice.

7.4. In the event of cancellation by the organiser for good cause, such as illness of the trainer or in cases of force majeure, point 10 of this terms and conditions shall apply.

8. Right of Cancellation

Customers are entitled to a statutory right of cancellation provided that the contract was exclusively concluded via telephone, fax, e-mail or the online form. The legal definition of the term "consumer" concerns every natural person who enters into a legal transaction for purposes that predominantly cannot be attributed to his/her trade, business or profession.

Cancellation Policy

Right of Cancellation

Consumers have the right to cancel this contract within fourteen days without stating reasons. A cancellation period of fourteen days starting on the day on which the contract is concluded shall apply. To exercise your right of cancellation, you need to inform us of your decision to cancel this contract by sending explicit notice of cancellation (e.g. a letter sent by post, fax or e-mail) to BME Akademie GmbH, Frankfurter Str. 27, 65760 Eschborn, Germany, tel.: +49 (0) 6196 5828 0, fax: +49 (0) 6196 5828-199, e-mail: anmeldung@bme-akademie.de. When submitting your notice of cancellation you can, but are not obliged to, use the cancellation form attached. Submission of notification that you wish to exercise your right of cancellation before the expiry of the cancellation period is sufficient for compliance with the cancellation deadline.

Consequences of Cancellation

If you cancel this contract, we must reimburse you all payments that we have received from you immediately and within fourteen days of the date on which we receive notification of your cancellation of this contract at the latest. When reimbursing your payments, we will use the same means of payment that you used for your original transaction unless we have expressly agreed otherwise with you. Under no circumstances will you be charged any fees for this reimbursement. If you have requested that performance of the service begin during the cancellation period, you must pay us an

appropriate amount that corresponds to the scope of services that have already been performed up to the point in time at which you inform us that you wish to exercise your right of cancellation of this contract in comparison with the overall scope of the services specified in the contract.



End of the Cancellation Policy

Special Note

The right of cancellation shall expire prematurely if BME Akademie has fully performed the service in question after the Client has explicitly consented to performance of the service and also confirmed that he/she is aware that his/her right of cancellation will expire upon full performance of the contract. A waiver of the right of cancellation must be declared in writing.

9. Reservations of right of modification

The BME Academy is entitled to make necessary organisational, content-related and methodological changes to the event, provided these do not significantly change the benefits for the participant. This also includes holding the event digitally. Furthermore, the BME Academy is authorised to replace the scheduled speaker with speakers with the same qualifications in the event of illness, accident or other unforeseen reasons in order to avoid cancellation of the event.

10. Cancellation of Events, Reimbursement and Liability

a) Cancellation due to an insufficient number of participants or for other reasons

BME Akademie reserves the right to cancel an event if a seminar fails to reach the required minimum number of participants 14 days before the start of the event. If a speaker cannot attend a seminar due to illness and in cases of force majeure that not only make it difficult, but also impossible, for the event to be held, BME Akademie reserves the right to also cancel events at short notice.

b) Reimbursement of event fees

If an event is cancelled due to an insufficient number of participants or for other reasons, we will inform you immediately and try to change your booking to another date or another event location on request. If you do not want to change your booking, we will reimburse you the event fees that have already been paid immediately.

c) Liability

Travel costs incurred unnecessarily and other expenses, especially accommodation costs, will only be

reimbursed if the cancellation of the event was the result of intent or gross negligence on the part of BME Akademie or its vicarious agents. Hotel costs or cancellation costs for hotel rooms will not be reimbursed under any circumstances.

11. Hotel Bookings

We have reserved a limited number of rooms for you in the corresponding conference hotel. Please book your rooms yourself and state the keyword "BME Akademie" when making your booking. You can find the hotel address on your confirmation of registration. Please note that the reserved rooms are only available for a limited period of time. Participants are responsible for cancellations or changes to their reservations.

12. Liability and Compensation for Damages

BME Akademie is unable to assume liability for damages, especially those resulting from accident, injury, loss or theft, unless the damages were the result of intent or gross negligence on the part of BME Akademie and its legal representatives or vicarious agents. This shall not apply to liability for damages resulting from injury to life, limb or health and for damages resulting from a breach of a significant contractual obligation (an obligation that must be fulfilled in order to facilitate the proper execution of the contract and that the Client can, and does, regularly expect to be fulfilled). In such cases, the liability of BME Akademie is, however, limited to compensation for foreseeable typically occurring damages.

13. Copyright

The documents provided to participants are solely intended for personal use by participants and are not permitted to be passed on to third parties. BME Akademie alone shall reserve all rights, including the right to reprint and make multiple copies of the training documents or sections of the training documents. No element of the training documents or the copyrighted and trademarked software used is permitted to be reproduced, edited (especially using electronic systems), duplicated, distributed or used for public communication in any form, not even for teaching purposes, without written consent. The software is not permitted to be removed from the event venue without written consent.

14. Registration

(1) In order to conclude contracts, Clients must register on the BME website and provide the required personal

details and consent to the validity of these terms and conditions. Only individuals with unlimited legal capacity

are authorised to register. Clients have no entitlement to authorisation. When registering, Clients must select a personal user name and password in accordance with the registration form provided on the website. Clients must treat their password as confidential and are not permitted to disclose it to third parties.

(2) Other than the obligations specified above in § 12 subsection 1, the registration of Clients on the BME website involves no obligations and is free of charge for Clients. Clients can delete their registration at any time. Any changes to registrations can be made online using the registration forms provided on the BME website.

(3) The personal details provided by Clients when they register in accordance with § 12 subsections 1 and 2 will only be used by BME and its subsidiaries or second-tier subsidiaries for the performance of the event contracts concluded between BME and the Client and in compliance with the provisions of German data protection law. Any further use of a Client's personal details for advertising or market research purposes or for the needs-oriented arrangement of the services offered by BME and its subsidiaries or second-tier subsidiaries shall require the Client's explicit consent. Clients have the option of giving this consent before placing an order but can withdraw their consent at any time. Clients can access the data protection information on the BME website at <https://www.bme.de/datenschutz>

15. Data Protection

The BME Academy complies with the applicable legal provisions of data protection, in particular those of the GDPR or the new Federal Data Protection Act and, in particular, will only process personal data within the framework of a legal regulation or on the basis of the express permission of the data subjects if this is necessary in connection with the fulfillment of the contract. The BME Academy will pass on the participant data to the speakers and trainers to a legally permissible extent. If personal data is processed on behalf of the BME, the BME Academy will conclude an agreement for order processing in accordance with Art. 28 Para. 3 GDPR which complies with the statutory provisions. Personal data may only be transferred to third parties within the legal and official requirements. Model contracts made available (e.g. EU standard clauses) must be used in this context.

16. Court of Jurisdiction, Applicable Law and Final Provisions

(1) In the case of legal disputes, the court responsible for the location of the BME Akademie headquarters shall be the sole court of jurisdiction if the contractual partner is a merchant, a legal entity under public law or a public-law entity with special public funds.

(2) The law of the Federal Republic of Germany shall apply with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

(3) If a provision of the contract is or becomes fully or partially invalid or infeasible, this shall not affect the remaining provisions of the contract.

Cancellation Form Template

(If you want to cancel your contract, please fill in this form and return it to BME Akademie.)

– To

BME Akademie GmbH

Frankfurter Str. 27

65760 Eschborn

Germany

Tel.: +49 (0) 6196 5828 0, fax: +49 (0) 6196 5828 -199

E-mail: anmeldung@bme-akademie.de:

- I/We (*) hereby cancel the contract concluded by me/us (*) on the purchase of the following goods (*) / the performance of the following service (*):

– Ordered on (*) / received on (*) _____

– Name of the consumer(s) _____

– Address of the consumer(s) _____

– Signature of the consumer(s) (only required in the case of forms submitted on paper)

– Date _____

(*) Please delete where inapplicable.