

## General Terms and Conditions (GTC) for booking participation in training sessions, workshops, conferences and congresses

### 1. Scope of validity

1.1 The following General Terms and Conditions regulate the contractual relations between the participant (hereinafter referred to as the 'participant') of training sessions, workshops, conferences and congresses (hereinafter referred to as 'event') and True Sale International GmbH, Mainzer Landstrasse 61, 60329 Frankfurt am Main (hereinafter referred to as 'TSI').

1.2 Any deviating, additional or conflicting terms and conditions of the participant will not apply unless TSI has expressly agreed to their validity in writing. This will be the case even if the participant refers to the applicability of their terms and conditions in their order or request, or if TSI unreservedly provides services in full knowledge of any deviating, additional or conflicting terms and conditions of the participant.

1.3 The services offered by TSI are exclusively directed at companies in the meaning of Section 14 of the German Civil Code. Enterprises in the meaning of Section 14 of the German Civil Code are natural or legal persons or civil-law partnerships that exercise their commercial or professional activity when entering into a legal transaction.

### 2. Registration / confirmation of registration

The participant may register for events of TSI through the website or by post, telefax, email or telephone. The offerings of TSI merely constitute a non-binding offer to enter into a contract. The participant's registration is a binding offer to enter into a contract to attend the event. The contract is finalised when TSI accepts the participant's offer by sending them the written confirmation of registration. TSI is entitled to reject the customer's offer without stating reasons. TSI will inform the participant of the rejection of their offer without delay.

### 3. Services and prices

3.1 The venue and scope of the event are detailed in the relevant event description of TSI. TSI has the right to make minor changes to the content and schedule of the event in deviation of the event description. TSI has the right to move the event venue within the same location, to make any necessary modifications to the event programme and to substitute announced presenters with others while maintaining the overall character of the event if so required for organisational or technical reasons.

3.2 The attendance fees to be paid by the participant are listed in the relevant event description of TSI. The attendance fees are per person and event plus value-added tax in the statutory amount applicable from time to time. Participation in the event is non-transferable and cannot be divided among several persons. The participation fees include event documents where relevant (electronic or in the form of handouts), lunch and snacks during breaks.

3.3 All events will be prepared and conducted by qualified presenters. However, TSI does not guarantee nor does it accept any responsibility for the accuracy, currency and completeness of the event documents and content addressed at the events.

### 4. Terms of payment, default, prohibition of set-off

4.1 The participation fee will be paid in accordance with the modes of payment agreed between the parties. TSI accepts payment by invoice or credit card. TSI reserves the right to exclude certain modes of payment in specific cases. Payment in cash or by cheque sent through mail is not accepted; TSI accepts no liability in the event of a loss.

4.2 If the fee is paid by invoice and the parties have not expressly agreed otherwise, and unless otherwise stated on the invoice, the total price shown on the invoice is payable within 7 business days after receipt to the account of TSI specified on the invoice.

4.3 If the participant is in arrears with a payment, TSI has the right to charge interest on arrears at the statutory rate. TSI has the right to claim higher damages.

4.4 If the participant is in arrears and TSI requests payment, TSI has the right to demand lump sum reimbursement of the costs thus incurred for comparable cases. The lump sum calculation must be easily comprehensible. The lump sum must not exceed the costs to be expected in the ordinary course of events. The participant may request TSI to demonstrate the basis for calculation. In addition, the participant has the right to demonstrate that no damage has actually occurred or that it is lower than the lump sum. TSI has the right to claim higher damages.

4.5 The participant may declare offsetting against claims of TSI or exercise their right of retention only if the claim of the participant on which the offsetting or retention is based is uncontested, established as legally valid or recognised by TSI. This prohibition does not apply to counterclaims of the participant originating from the same contractual relationship.

### 5. Cancellation by the participant

5.1 The participant may provide a substitute participant to the extent that this does not involve additional costs for TSI. In this case the participant will provide TSI with the details of the substitute participant requested for registration of their own accord and in due time. Failure to do so will entitle TSI to reject the participation of the substitute participant. In case of emergency, such as illness of the participant, a substitute participant may be announced by telephone.

5.2 Unless otherwise specified in the relevant event description, there is no requirement to pay the participation fee if the cancellation is received by TSI not later than 14 days before the date of the event. The participation fee will be reduced to 50% if the cancellation is received later. Cancellations made on the day of the event or 'no shows' are subject to full payment of the participation fee. If costs are incurred at the event venue as a result of the cancellation, TSI has the right to claim such costs from the participant.

5.3 All cancellations must be in writing and will be valid only upon written confirmation by TSI. Verbal cancellations by telephone will not be accepted. The cancellation deadline is met when the participant's cancellation has been received by TSI. The onus is on the participant to demonstrate the timely receipt of the cancellation.

5.4. Re-bookings to other events will be treated as cancellations.

## **6. Cancellation, interruption, relocation and closure of event, force majeure, legal consequences**

6.1 In the event of force majeure (e.g. natural disasters, acts of war, official directives and prohibitions, strike, terror attacks), TSI has the right to move events to a different time or location, shorten, discontinue, temporarily interrupt and partly close or cancel events. Force majeure also includes, in particular, official directives and prohibitions as a result of epidemics, pandemics and endemics, including but not limited to the coronavirus (COVID-19).

6.2 TSI also has the right to adopt the measures specified under item 6.1 in justified exceptional situations. Justified exceptional situation exists when there are specific and important indications that conducting or continuing the event may create an acute threat of death or personal injury or lead to significant property damage. This also includes official advice not to carry out the event. TSI decides on a measure after careful consideration and after weighing the interests of all affected participants of an event (in particular, presenters, exhibitors, participants and sponsors), with regard to both the purpose of the event and the safety of the affected or endangered legal assets.

6.3 TSI will inform the participants of a measure without delay unless TSI is also prevented from this by a case of force majeure or for other reasons for which TSI is not responsible.

6.4 If an event is cancelled completely for the reasons mentioned under 6.1 or 6.2 above, the participant will still be required to pay a reasonable contribution to the costs of the relevant event that will be set by TSI at its reasonable discretion. The contribution to the cost is limited to 50% of the participation fee agreed for the participant. In setting the cost contribution, TSI will take into account the costs of planning and carrying out the event and the measure adopted (in particular, costs of sales and marketing, rental, personnel, third-party costs relating to the event) on a prorated basis. TSI will be exempted from its contractual obligation to render services from the time of the cancellation.

6.5 If an event is moved for the reasons mentioned under 6.1 and 6.2, the contract is deemed to have been entered into for the new time period and/or venue location. However, the participant may object to the change within two weeks after notification. In case of objection, however, the participant is required to pay a contribution to the cost. Item 6.4 applies accordingly to the setting and amount of the cost contribution.

6.6 If an event is shortened, prematurely discontinued, temporarily interrupted or partly closed or begins with a delay for the reasons mentioned under 6.1 and 6.2 above, the participant remains under the obligation to participate in the portion that has not been cancelled and to pay the full sponsoring fee. TSI will refund the costs that it does not incur as a result of the discontinuation or partial closure to the participant on a prorated basis.

6.7 TSI is entitled to cancel the event at its reasonable discretion and in consideration of the justified interests of the event participants (in particular presenters, exhibitors, participants and sponsors) if the event is not economically viable due to an insufficient number of participants (cancellation for economic reasons) or the event cannot be conducted because of illness of one or more presenters (cancellation due to illness). If an event is cancelled for economic reasons or due to illness, TSI will refund payments already made by the participant. However, this applies only to the extent that the service for which the participation fee was due has not yet been rendered at the time of cancellation.

6.8 The participant does not have a right to claim damages owing to a measure adopted by TSI pursuant to item 6 above.

## **7. Copyright and rights of use**

7.1 All event documents are protected by copyright.

7.2 Participants are only given a simple, non-transferable right of use for personal purposes. In particular, participants and third parties may not change the content or edit the wording of the event documents – including excerpts – or use edited versions, copy them for third parties, make them publicly accessible or forward them, upload them to the internet or other networks against payment or free of charge, imitate them, resell them or use them for commercial purposes without the prior written consent of TSI. Any copyright notes, identifiers or trademarks must not be removed.

## **8. Liability**

8.1 Participants take part in an event at their own risk.

8.2 TSI will not be liable for damage or consequential damage resulting from the event (e.g. lost profit, compensation for futile expenses) unless these are the result of wilful or grossly negligent behaviour of TSI or its legal representatives and vicarious agents or have been caused by a breach of a material contractual obligation. Material contractual obligations are understood as those obligations that must be fulfilled so that the contract can be implemented at all, and which the contractual partners may ordinarily rely on being complied with and that, conversely, would jeopardise the achievement of the contract's purpose were they to be breached.

8.3 If TSI is liable for the breach of a material contractual obligation pursuant to 8.2 above without being responsible for gross negligence or wilful intent, its liability is limited to the damage typical of the contract which TSI had to expect on the basis of the circumstances known to it at the time of contracting.

8.4 If TSI is liable pursuant to 8.2 or 8.3 above for gross negligence or wilful intent of employees who are not managing directors or senior managers of TSI, TSI's liability is also limited to the maximum amount specified in 8.3 above.

8.5 The exclusion or limitation of claims pursuant to the items above also applies to claims of the participant against employees and vicarious agents of TSI, especially presenters, service providers and suppliers.

8.6 The disclaimers set out above do not apply to claims for damages due to liability without fault and to claims resulting from culpable bodily injury, damage to health and loss of life, nor to claims under the German Product Liability Act.

## **9. Special information on the spread of the coronavirus (COVID-19)**

9.1 The participant is herewith informed that all events of TSI are subject to the federal and state directives on safety and hygiene including contact restrictions and distancing regulations. The participant is required to obtain information on these directives and ensure compliance with the regulations.

9.2 Additionally, TSI has prepared comprehensive hygiene protocols for its events on the basis of the state directives. The measures adopted reduce the risk of coronavirus infection but cannot fully exclude the risk.

9.3 Participants with noticeable symptoms (including slight fever, cold symptoms, breathing difficulties) or for whom there is reason to suspect an infection with the coronavirus have the obligation and responsibility to stay away from the event or to immediately leave the event location if symptoms occur in order to prevent further spread.

## 10. Data protection

10.1 TSI protects the participant's personal data. The participant notes that TSI will store personal data on the person of the participant with the aid of automatic data processing technology and may, as appropriate, pass such data on to third parties for the purpose of fulfilling the contract. If it is necessary to process personal data and if no legal or contractual basis exists for such data processing, TSI will generally seek to obtain the consent of the participant.

10.2 The processing of personal data including but not limited to the name, address, email address or telephone number of a data subject will always be conducted in compliance with the General Data Protection Regulation and in agreement with the data protection provisions applicable to TSI.

10.3 A corresponding agreement on contract data processing within the meaning of Article 28 of the European Union General Data Protection Regulation (GDPR) has been entered into with all service providers that process personal data.

10.4 Any data subject affected by the processing of personal data has the right, granted by the legislator of the respective European Directives and Regulations, to withdraw their consent to the processing of personal data at any time. If a data subject wishes to avail themselves of their right to withdraw consent, he or she may contact the management of True Sale International GmbH Mainzer Landstrasse 61, 60329 Frankfurt am Main at any time.

10.5 The duration of any storage of personal data is determined by the respective statutory retention period or the duration of the business relationship. After the end of such period or the business relationship the corresponding data will be routinely destroyed provided they are no longer required for the fulfilment or negotiation of a contract.

## 11. Consent to be photographed, filmed or recorded

11.1 With their registration the participant irrevocably declares their agreement and gives their consent for all current media (print, online, digital etc) that TSI or third parties commissioned by TSI have the right to take photographs and make video or sound recordings of their person in the context of the event, with no payment being involved. TSI has the right to make and fully or partly edit these recordings and to reproduce, send, exhibit and use these recordings in audiovisual media, including in edited form. TSI has the right to use them commercially in particular, but not exclusively. These rights apply indefinitely and at all locations.

11.2 All recording and publication rights relating to the relevant event lie with TSI. All photo, video or sound recordings of participants require the prior written consent of TSI. The same applies to the use of event recordings mentioned above that do not exclusively serve private purposes.

## 12. Applicable law, place of performance, jurisdiction, written form

12.1 All contractual relations between the parties are governed by German law to the exclusion of UN Sales Convention.

12.2. The place of performance and jurisdiction for all disputes arising from or in connection with this contract is Frankfurt am Main if the customer is a merchant, a legal entity under public law or a special fund under public law. In these cases TSI is additionally entitled to bring legal action against the participant at the participant's registered office. Any exclusive place of jurisdiction will take precedence.

12.3 To the extent that these General Terms and Conditions mention written form, this refers to textform in the meaning of Article 126b of the German Civil Code (e.g. email, letter, fax).

12.4 The German text is the authoritative version for the interpretation of these GTC and all other contractual regulations.

**Last revised: September 2020**