

## AGB & Withdrawal

The general terms and conditions as well as the cancellation policy and the cancellation form are attached as PDF to download.

### GENERAL TERMS AND CONDITIONS

#### 1. Scope

1.1 For the business relationship between DOMSL CONSULTING, Flatenstrasse 2, 68623 Lampertheim, hereinafter "organizer") and the participants of Online-Seminars (hereinafter referred to as "customers") are exclusively the following General Terms and Conditions (hereinafter referred to as "Terms") valid at the time order. We do not acknowledge opposing, deviating or supplementary terms and conditions, these are not part of the contract.

1.2 Entrepreneur is a natural or legal person or a legal entity or a partnership with legal capacity, in the course of entering into a legal transaction, exercises its commercial or self-employed occupational activity (§ 14 BGB).

1.3 Consumer within the meaning of these terms and conditions is any natural person, who concludes a legal transaction for a purpose that predominantly neither their commercial nor their independent professional activity can be attributed (§ 13 BGB). Participants attending the seminars through their employer are not consumers, because they are not the contractors of the organizer, but their employer (for example, if the employer books the seminar for his employees).

#### 2. Subject of the Contract

2.1 The organizer offers on its website an online training consisting of seven modules which is provided in the form of seven live webinars

2.2 Prices, details and conditions of these online-trainings are listed on the organizer's homepage under <http://domsel-consulting.de/online-akademie.html>).

2.3 The presentation of the online training on the website of the organizer provides not a legally binding offer, but an invitation to submit an order. The service descriptions do not have the character of an assurance or guarantee.

2.4 Unless otherwise stated, all offers apply "while stocks last ranges ", that is until the maximum number of participants has been reached.

#### 3. Ordering process and signing of the contract

3.1 The customer can sign up on the website for the online training. He or she must provide his personal information completely and truthfully.

3.2 After receipt of payment, the customer receives the invoice and later the access data for the online training direct addressed to the e-mail-address given at the time of booking. He is obliged to keep this data carefully, not to pass on to unauthorized third parties and to protect it from unauthorized access. Also the participant is further obliged to provide the specified data in particular the contact information to keep up to date.

3.3 After receipt of payment the organizer confirms by e-mail that the order is completed. Only then a contract between the organizer and the participant enters into force. The online training on the website as a live webinar does not constitute an offer in the legal sense.

#### 4. Prices and payment methods

4.1 The participation or booking fees result from the product description and are exclusive of the respectively valid legal sales tax.

4.2 The customer chooses before signing the contract between the different payment methods "Invoice", "PayPal" and "direct debit procedure". The desired payment method is to be transmitted to the organizer in the context of the order.

4.3 When paying on account, the payment has to be made immediately after receipt of the invoice. For all other payment methods, the participation or booking fee must be paid in advance

4.4 Are third-party organizers charged with the processing of payments, e.g. Paypal (<https://www.paypal.com/en>) their terms and conditions apply.

#### 5. Technical requirements for the participation in a live-webinar

5.1 When participating in a webinar, each participant is obliged to minimum requirements (internet connection, current browser version, possibly downloading a program for the webinar platform, headset, microphone, and webcam) and test the equipment before the webinar.

5.2 The failure of the technical conditions to be assumed by the participant does not release him from the contractual obligation to pay. As far as a participant does not inform about technical problems during the online trainings session and the record does not recognize such messages, the participation applies as done.

5.3 The organizer points out that failures may arise for example by maintenance or force majeure.

#### 6. Copyright

6.1 The content of the online training as well as all materials (in any form) designed by the organizer are intellectual property of DOMSEL CONSULTING and copyrighted. They may only be used by the registered participant to whom they have been provided. In particular, even the partial publication, duplication, transmission and editing as well as the recording of an event in audio or video or by screenshots are not allowed. Any abuse can be prosecuted.

6.2 The participant undertakes to protect the copyrights and to use the live webinars individually only in the context of the contractual agreement for their own use.

## 7. Duration and termination of the contract

The duration of the contract is determined according to the description of the online training. The contractual obligations of the participant - in particular the obligation to pay - exist irrespective of whether the participant actually carries out the booked online training.

## 8. Postponement or cancellation of live webinars

8.1 DOMSEL CONSULTING reserves the right to cancel the events until 4 working days before the scheduled date, if the minimum number of participants is not reached. If the event is canceled for this reason or because of the absence of the presenter, force majeure or other unforeseeable events, there is no right to be carried out. Participants will be informed immediately in writing or by e-mail. Fees already paid will either be credited or refunded for participation in other events. Further claims of the participants against the organizer do not exist.

8.2 In case of failure of the speaker, the organizer reserves the right to an equivalent substitute referees. In this case, there is no claim on refund of participation fees.

## 9. Right of cancellation

Consumers are in principle entitled to a right of cancellation. Further information to the right of cancellation arise from the cancellation policy of the organizer.

## 10. Withdrawal

10.1 The Following cancellation option applies in addition to the statutory Right of withdrawal for consumers and does not exclude this. The resignation applies especially for entrepreneurs who do not rely on the right of withdrawal.

10.2 Cancellation of the booked online training is in writing (e.g. via E-Mail) until 10 working days before the beginning of the event. In this case the organizer will charge an administration fee of 25% of the participation fee. If canceled later, no registration fees will be refunded. (If a recording is provided, it will be provided.).Decisive in each case is the receipt of the message to the organizer. Instead of cancellation, participants can name a replacement person who enters into all rights in case of hindrance.

## 11. Place of Jurisdiction, Applicable law, Contractual language

11.1 Place of Jurisdiction and place of performance is Lampertheim (Germany).

11.2 The law of the Federal Republic of Germany shall apply.

11.3 Contract language is German.

## 12. Other Regulations

12.1 Changes and additions to the agreement between the organizer and the customer must be made in writing.

12.2 If individual regulations of these terms and conditions or parts of it should be ineffective, thereby the effectiveness of the general terms and conditions will not be affected. The contractors shall replace the relevant regulation by the intended one in a permissible way.

Lampertheim, 1<sup>st</sup> September 2017.