

## General Terms and Conditions of Business of the Technische Akademie Esslingen e.V. for Learning-On-Demand Courses

### 1. Scope of Application

- (1) These General Terms and Conditions of Business shall exclusively apply to all Learning-On-Demand courses offered between participant and Technische Akademie Esslingen e.V., An der Akademie 5, 73760 Ostfildern ("TAE").
- (2) Any deviating conflicting or additional general terms and conditions of business of participant shall become a contractual part only and to the extent we expressly consented to applicability thereof. Individual agreements between TAE and participant shall in any case take precedence over these General Terms and Conditions of Business.

### 2. Registration and Contract Conclusion

- (1) The offering of Learning-On-Demand courses on the website or in other advertising media of TAE is subject to alteration and non-binding, in particular with respect to the attendance fee set forth therein.
- (2) Registration for Learning-On-Demand courses shall be made via the registration form provided on the website of TAE. Upon confirmation of the participant data by clicking on "Complete registration", participant registers for the Learning-On-Demand course in a binding manner. Contract conclusion shall take place by sending a registration confirmation via e-mail; the login password is communicated to participant with separate e-mail.

### 3. Terms of Payment

- (1) After completion of the binding registration, the contractual partner shall receive an invoice for the course attendance fee. The attendance fee (net price plus statutory VAT) shall be due and payable without deduction no later than 30 days after the invoice date. Partial invoicing of the attendance fee is not possible.
- (2) If participant is in default with payment, TAE shall be entitled to claim default interest of 5 percentage points above the statutory base interest rate (Sec. 247 BGB [German Civil Code]) per year as of occurrence of default.

### 4. Services, Access to the Learning-On-Demand Course

- (1) The attendance fee shall cover participation in the Learning-On-Demand course, the pertaining documents and/or other forms of presentation.
- (2) For the duration of the Learning-On-Demand course, TAE shall provide participant with personal access, comprising a user name and password. Participant shall be obliged to keep secret the user name and password. Disclosure of the user name and password to third parties shall not be permissible.
- (3) If TAE determines that participant has disclosed the user name and password to third parties, TAE shall be entitled to block participant's access to the Learning-On-Demand course.

### 5. Liability

- (1) TAE shall be liable for damages towards participant under statutory regulations pursuant to the following provisions: contractual as well as statutory liability for damages due to slight negligence of TAE, a legal representative or vicarious agent, regardless of the legal grounds, shall be limited to compensation of foreseeable damage typical of contracts, however, a maximum amount of EUR 1,000.00 per damage event.

- (2) The above provision shall not apply to any damage resulting from injury to life, limb or health as well as to damage based upon intentional conduct or gross negligence of TAE, its legal representatives or vicarious agents. The provisions of the Produkthaftungsgesetz [Product Liability Act] shall remain unaffected. Furthermore, the above provision shall not apply to the extent TAE provided any guarantee or maliciously concealed defects.

## 6. Right of Withdrawal for Consumers

In the case of distance contracts, consumers are entitled to a statutory right of withdrawal. A consumer as defined in Sec. 13 BGB means every natural person who enters into a legal transaction for purposes that predominantly are outside his or her commercial or professional freelance activities.

### Information on the Right of Withdrawal

#### Right of Withdrawal

You have the right to withdraw from this contract without stating reasons within 14 days. The withdrawal period shall be 14 days as of the day of conclusion of the contract. In order to exercise your right of withdrawal, you need to inform us (Technische Akademie Esslingen e.V., An der Akademie 5, 73760 Ostfildern, Tel. +49 711 340 08-0, Fax +49 711 340 08-27, E-Mail [info@tae.de](mailto:info@tae.de)) about your decision to withdraw from this contract by means of an express statement (e.g. a letter sent by post or via e-mail). For this purpose, you can use the attached sample withdrawal form which, however, is not mandatory. The withdrawal period is deemed observed if you send the notice on the exercise of the right of withdrawal before expiry of the withdrawal period.

#### Consequences of Withdrawal

If you withdraw from this contract, we are obliged to return to you all payments we received from you, including the delivery costs (with the exception of the additional costs due to your selection of any delivery method other than the most cost-effective standard delivery offered by us), without undue delay and no later than within 14 days after the day on which we received your withdrawal notice. For such repayment, we will use the same payment method used by you for the original transaction, unless we expressly agreed otherwise with you; in no event will you be charged fees for such repayment. If you requested us to start performance of services during the withdrawal period, you are obliged to pay to us an appropriate amount corresponding to the proportion of the services rendered by us until the point in time at which you informed us about your withdrawal from this contract in comparison to the overall scope of the services envisaged in the contract.

[Sample withdrawal form](#)

## 7. Copyrights

The course contents and the pertaining documents and/or other forms of presentation are protected by copyright. Without prior written consent of the copyright holder (TAE or the respective lecturer), they must not be reproduced, published or otherwise disseminated (including disclosure to colleagues or third parties free of charge).

## 8. Data Protection

- (1) Hereby, the Technische Akademie Esslingen e.V., An der Akademie 5, 73760 Ostfildern, acting as data controller, informs the participants about the collection, processing and use of their personal data in connection with the contractual relationship entered into. TAE may process participant's personal data (including first name and last name, address, telephone number, fax number, e-mail address, date of birth, profession, employer, seminar registrations, seminar dates, confirmations of participation), taking into account the relevant applicable data protection provisions. More information on this issue is contained in the [Privacy Policy](#).
- (2) Participant agrees that such data collected in the course of the contractual relationship may also be used for the purpose of sending information material of TAE.
- (3) You may object to the use of your personal data for marketing purposes at any time with effect for the future without being obliged to state reasons. If you consented to receiving newsletters, TAE will send the TAE newsletter to you by e-mail on a regular basis.

- (4) The personal data collected may be transferred to processors (e.g. co-organisers) for the purpose of performing the contractual relationship. Your data will not be transferred to any other third parties.

#### **9. Final Provisions**

- (1) All contracts are subject to German law, excluding UN sales law as well as private international law.
- (2) Changes, amendments and side agreements must be made in writing in order to be valid. This shall also apply to changes to this written-form requirement.
- (3) In business transactions with merchants, legal entities under public law or special funds under public law, TAE's registered office shall be the exclusive place of jurisdiction in the event of legal actions to the extent this can be validly agreed upon.
- (4) If any provisions are or become invalid in whole or in part or if during performance of a contract, a contractual gap requiring supplementation becomes obvious, this shall not affect the validity of the remaining provisions. The contractual parties undertake to construct, amend, reinterpret or replace such invalid provision and/or close the contractual gap in a manner in which the commercial purpose of the intended provision is achieved to the maximum possible extent.

#### **10. Extrajudicial Dispute Settlement**

- (1) As an online company, pursuant to Sec. 36 VSBG [Consumer Dispute Resolution Act], we are obliged to make consumers aware of the [Platform for Online Dispute Resolution of the European Commission](#).
- (2) TAE does not participate in such dispute resolution process before the consumer arbitration board.