General Terms and Conditions for Courses and Seminars of Doemens e.V. (Doemens)

1. PURPOSE AND SCOPE OF APPLICATION OF THE GENERAL TERMS AND CONDITIONS

1.1. The purpose of these General Terms and Conditions of Doemens e.V. (hereinafter "Doemens"; "we") is to provide for the terms and conditions of contract for a participation in the advanced training and educational programmes of Doemens.
1.2. The services and offers of Doemens are provided exclusively on the basis of these Terms and Conditions. The customer's general terms and conditions will, under no circumstances, become part of the contract. This applies even if Doemens is aware of such or if Doemens does not expressly object to their validity again, unless the validity is expressly agreed to.
1.3. Our staff is not authorised to make verbal agreements with the customer that amend or supplement these General Terms and Conditions.

2. REGISTRATION

2.1. Registration for participation in advanced training and educational programmes of Doemens will be made online using the registration platform "Doemens Portal" which is available at https://doemenswebportal.microsoftcrmportals.com/.
The registration can only be made for the event as a whole, unless Doemens explicitly allows the participation in partial programmes. The participant's registration is deemed to be an offer to Doemens to conclude a contract. The contract with Doemens will only be deemed concluded upon receipt of the confirmation of participation from Doemens (= declaration of acceptance) sent in writing, by fax or electronically. Doemens is not obliged to accept the participant's offer; this applies, in particular, if the participant has not yet celebrated their 18th birthday or if the prerequisites required for the specific participation (e.g. certificates, examination certifications, etc.) have not been submitted.
2.2. A prior registration in the "Doemens Portal" is necessary for logging in. The customer shall first create an account here by providing their e-mail address and a secret password.
2.3. When logging in / registering on the "Doemens Portal", the customer is obliged to enter or indicate all the required data marked in the respective fields of the input screen (mandatory data) and to provide truthful information. If such data change, the customer is obliged to inform Doemens of these changes without delay.
2.4. If the customer fails to provide the obligatory information pursuant to item 2.3 or if they provide incorrect data, Doemens may withdraw from the contract insofar as a contract has already been concluded. The declaration of withdrawal can be made in writing or by fax.
2.5. The customer shall ensure that any e-mail account they might have specified is accessible from the time of specification and that receipt of e-mail messages is not precluded due to forwarding, decommissioning or overfilling of the e-mail account. The inaccuracy of the information will be presumed if an e-mail addressed to the customer is returned three times in succession or if no service can be provided due to an incorrect address.
2.6. The customer is not authorised to make their account in the "Doemens Portal" available to any third party. The customer is neither authorised to pass on their secret password.

3. PAYMENT, SET-OFF, RIGHTS OF RETENTION

3.1. Payments can only be made by bank transfer to a bank account specified by us.
3.2. If the service is to be provided by Doemens only after the expiry of four months after the conclusion of the contract or later, Doemens shall be authorised to make price adjustments on the basis of the price list valid at the time of the provision of the service. Doemens is only authorised to make price increases if the costs of the service for Doemens, in particular the costs of lecturers, employees, etc., have increased in comparison to the time when the contract was concluded. Any increase for the purpose of increasing profits is not permitted. If the price increase exceeds the increase in the cost of living by more than 5%, the customer may withdraw from the contract.
3.3. The customer will receive an invoice with the confirmation of participation, which must be paid within 14 days of the invoice date. In the absence of any other agreement, payment shall be made by transferring the invoice amount to a Doemens account. The receipt of the money is decisive for the timeliness of the payment.
3.4. The customer may not offset their own claims against our claims or retain services owed by them, unless their counter-claims are undisputed or have been found to be final or are based on the same contractual relationship.

4. PERFORMANCE OF THE SERVICE, CANCELLATION AND MODIFICATION

4.1. Doemens has the right to cancel events in case of force majeure or if the minimum number of participants is not reached, provided the reason for the obstacle is not attributable to Doemens. In particular, Doemens is not responsible for mobilisation, war, unrest, strikes, lockouts and disruptions in public networks.
4.2. For the aforementioned reasons, Doemens is also authorised to make changes to the programme, provided that a change is reasonable for the customer.
4.3. The description of the contents of individual events corresponds to the status at the time of going to press. Doemens reserves the right to make editorial changes due to updating and further development of the services as well as a change in the lecturer line-up.
4.4. Should a course / seminar be cancelled contrary to expectations, the price already paid, if any, will be refunded to the customer. Any liability on the part of Doemens pursuant to item 7 hereof shall remain in full force and effect.

5. CANCELLATION

5.1. The customer shall be authorised to cancel the course or seminar they booked, free of charge, until not later than 12 weeks before the start of the event. If the customer cancels the event within a period of 12 weeks up to 6 weeks before the start of the event, the customer is obliged to pay 50% of the event price. If the cancellation is made thereafter, the customer remains obliged to pay the full price.
5.2. Cancellation must be made at least in text form. The receipt of the declaration of cancellation by Doemens will be decisive for compliance with the deadline.
5.3. If a customer is prevented from participating for reasons not attributable to them or if no subsidy according to SGB III applies, they shall be entitled to withdraw from the contract; in this case, however, the customer remains obliged to pay the processing fee. The customer must provide evidence of the reasons for their inability to attend.

6. WARRANTY

Doemens will not assume any warranty for an individual achievement of the learning objectives, the type and extent of the coverage of the material to be taught and/or the achievement of the intended degrees.

7. LIABILITY OF DOEMENS

7.1. Our liability for damages, irrespective of the legal grounds (in particular in the event of default, defects or other breaches of duty), shall be limited to the foreseeable damage typical for the contract.

7.2. The above limitation of liability does not apply to our liability for intentional conduct or gross negligence, for guaranteed characteristics, for the injury to life, limb or health or under the *Produkthaftungsgesetz* [Product Liability Act].

7.3. A change in the burden of proof to the detriment of the customer is not associated with the above provisions.

7.4. Doemens will accept no liability for the individual achievement of the learning objectives, the type and extent of the coverage of the material to be taught and/or for the achievement of the intended degree / seminar certificate.

8. COPYRIGHT AND COPYRIGHT PROTECTION

Any and all documents and records made available to the contractor by Doemens, in writing or online, are for the customer's personal use only. Doemens reserves all rights, including those of translation, reprinting and reproduction of the documents or parts thereof. No part of the records and documents may be reproduced in any form – not even for educational purposes – without the written consent of Doemens, they may, in particular, not be processed, duplicated, distributed or used for internal or external reproductions using electronic systems. In this sense, records also include all electronic knowledge products, learning systems or other data provided by Doemens to the customer on data carriers or made accessible via the Internet. Software provided by Doemens to the customer may not be copied, duplicated, reverse engineered or further developed without Doemens' written permission.

9. COMPULSORY INSURANCE OF THE PARTICIPANT

The participant undertakes to maintain a private liability insurance with a sufficient cover for the duration of their participation in an event. Proof of such insurance shall be provided at Doemens' request.

10. DATA PROTECTION

Information on data protection is available at https://doemens.org/datenschutzrichtlinie/.

11. ARBITRATION, NOTE ON EUROPEAN DISPUTE RESOLUTION

11.1. We are neither willing nor obliged to participate in a dispute resolution procedure before a consumer arbitration board.

11.2. The European Commission provides a platform for online dispute resolution (ODR) at: http://ec.europa.eu/consumers/odr.

12. WITHDRAWAL FROM THE CONTRACT

Any customer who is a consumer is entitled to withdraw from the contract in accordance with the information on withdrawal.

13. OTHER PROVISIONS

13.1. Any side agreements shall be made in writing to be effective.

13.2. Insofar as the customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes shall be Gräfelfing, Germany.

13.3. German law shall apply exclusively to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

13.4. Should any provision of these Terms and Conditions be or become ineffective, the remaining provisions shall remain in full force and effect. The ineffective provision shall be replaced by a provision that is legally permissible and comes as close as possible to the original provision as to its economic content.

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