

# General Terms and Conditions for the Education program of the Parmenides AG

## 1 Scope

1. Parmenides AG (hereinafter referred to as "P AG" or "host") conducts training courses in face-to-face or remote format.

2. These general terms and conditions govern the contractual relationship between the participants and P AG for the training courses. They become part of the contract between P AG and the participants upon conclusion of the contract or signed registration.

## 2 Booking and registration

1. All offers made by P AG are subject to change.

2. Registration takes place via e-mail or the contact form on the website of P AG [www.parmenides-eidos.com](http://www.parmenides-eidos.com). The applicant must provide all information necessary for the execution of the contract. If certain admission requirements are met for participation in a training course, the necessary evidence must be submitted with the registration. If this does not happen, participation in the training can be excluded.

3. With the conclusion of the contract, contractual rights and obligations are established between the host and the participant. In particular, the participant acknowledges these terms and conditions and the privacy policy of P AG.

## 3 Payment

1. Fees can be found in the respective event information on the P AG website. Payment will be made by credit card, PayPal, or bank transfer after invoicing. All fees are due immediately upon receipt of the invoice.

2. In the event of default in payment, P AG is entitled to revoke the confirmation of participation and to exclude the participant from the event or to refuse to hand over the certificate of participation until the training fee has been paid in full.

## 4 Implementation of the event

1. The content and scope of the services of the event result from the respective offer of P AG.

2. Venues can be:

- a) Locations of P AG
- b) Places of presence of the participants (e.g., several participants of a customer)
- c) Online platforms (e.g., MS Teams, Zoom, etc.)

3. Types of events can be:

- a) Training events with all participants - online, blended learning or face-to-face
- b) Group events - online or face-to-face
- c) Hybrid events - some of the participants online, some of the participants in person.

4. There is no entitlement to a specific type of event. P AG will set up locations to the best of its ability and within the framework of the current legal requirements and legal situation to ensure the best possible event situation.

5. There is no entitlement to a course being held by a specific lecturer. This applies even if the event was announced with the name of a specific lecturer. The host ensures that the new lecturer is also appropriately qualified to convey the training content in a comprehensive manner.

6. The host may change the place and time of the event for objective reasons.

7. Image and sound recordings of the event or individual parts of it by participants are not permitted.

## 5 Participation requirements for online and hybrid events

The following requirements for the successful implementation of online and hybrid events are:

- a) Internet-enabled power supply device (computer, laptop, workbook), on which, if necessary, software can be installed.
- b) A mobile phone or tablet is not suitable in all cases.
- c) Sufficient network quality to be able to participate online and with the camera switched on.
- d) A webcam or other type of camera for online image transmission
- e) A network-compatible microphone (preferably a headset) that can be turned on and off as needed.
- f) For hybrid events, a laptop or workbook, a webcam and a headset must also be carried on site so that you can use them if necessary, to be able to interact.
- g) Participants in online events are generally obliged, but especially if requested to do so by lecturers, to switch on the webcam on which they themselves can be clearly seen.

## 7 Withdrawal / Termination by the Host

1. If the minimum number of participants is not reached, the host may withdraw from the contract. Cancellation will be made electronically no later than 3 days before the start of the event. Registered persons will receive an alternative event offer from the host - if available.

2. If the event fee has already been paid, it will be refunded. Further claims of the participants, in particular claims for damages, do not exist.

3. If an event cannot be held in whole or in part for reasons for which the host is not responsible (e.g., due to force majeure), the host may withdraw from the contract. In this case, participants only have to pay the pro rata fee for parts of the event that have already been carried out or can be carried out. An overpaid fee will be reimbursed immediately.

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4. The host may terminate the contract without notice for good cause (§ 314 of the German Civil Code). An important reason exists in the following cases:

- a) criminal acts (e.g., insult) towards lecturers and participants
- b) other disruption of the event that leads to the host no longer being able to fulfill the contract with the other participants and/or behavior that endangers one's own person, other participants, lecturers or third parties. At its dutiful discretion, the host may also exclude participants from further participation in the event instead of terminating the contract.

5. The host's claim to payment of the event fee shall not be affected by a termination or exclusion from participation.

### **8 Cancellation / deregistration by participants**

After binding registration, the cancellation must be made in writing - by mail or e-mail. The date of receipt (date of receipt) of the notification by the host is decisive.

- a) Applicable conditions for course bookings by individual participants:

Up to 14 days before the start of the event	Free of charge
Up to 7 days before the start of the event	50% of the participation fee due
Later than 7 days before the start of the event or no-show of the participant	100% of the participation fee due

If the place can be refilled, no cancellation costs will be charged. Spare parts users must meet any necessary requirements to attend the event.

- b) Applicable conditions for package bookings (e.g., in-house):

Up to 4 weeks before the start of the event	Free of charge
Up to 2 weeks before the start of the event	25% of the participation fee due
Up to 1 week before the start of the event	50% of the participation fee due
Later than 5 days before the start of the event or non-appearance of the participant	100% of the participation fee due

Other fees incurred in connection with a package booking and affected by the cancellation are to be reimbursed in full (e.g., costs for travel booking, hotel accommodation, etc.).

The non-use of individual event hours does not lead to a reduction or a refund of the event fee.

### **9 Liability**

1. Participation in the events as well as the use of the host's premises and facilities are at your own risk.

2. The host is not liable for accidents/damage caused to the participant and/or his relatives by participation in the events, on arrival and departure, presence at the venue and by individual companies, etc. arise. The liability of other companies and institutions (e.g., transport companies, hotels) remains unaffected by this.

3. The host is not liable for connection and transmission failures due to errors by participants or force majeure.

### **10 Final clause**

1. Additions or changes to the contract between the participant and the host are only effective if they are confirmed in writing or in electronic form.

2. Should any provision of these terms and conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. In place of the invalid provision, the statutory provisions shall apply.

3. These general terms and conditions are based on the law of the Federal Republic of Germany. All disputes arising from these general terms & conditions and/or including its validity shall be settled according to the Arbitration Rules of the Chamber of Industry and Commerce of Munich and Upper Bavaria (IHK München) without recourse to the ordinary courts of law.