

— General Terms and Conditions for Events

of the FZI Forschungszentrum Informatik

1. Scope

- 1.1** These Terms and Conditions apply to all seminars, continuing education courses, conferences, workshops, etc. (hereinafter referred to as "Events") offered by the FZI Forschungszentrum Informatik (hereinafter referred to as "FZI"), regardless of whether they are held in physical, virtual or hybrid form.
- 1.2** General terms and conditions of the Participants (hereinafter referred to as "Participants") shall not become the basis of the contract unless the FZI agrees to their validity in writing. The same shall apply even if the FZI does not expressly object thereto.
- 1.3** By registering for an Event, you acknowledge and accept the contents of these terms and conditions.

2. Registration, order confirmation

- 2.1** Registering a Participant for an Event takes place online via the registration form provided on the homepage, taking into account the respective Event's registration deadline.
- 2.2** Registrations will be considered in the order in which they are received until the maximum number of Participants is reached. The Participant will be notified if participation in the event is no longer possible due to max. number of Participants reached.
- 2.3** With the registration, the Participant submits a binding contract offer. The FZI's acceptance of the contract offer shall be effected by an automatic confirmation of the registration.
The Event contract shall be concluded upon receipt of the FZI's confirmation statement

- 2.4** If the registration is made by a third party, this third party becomes the contractual partner.

3. Payments and payment terms

- 3.1** The participation fee can be found in the event description on the FZI website. The stated fee includes the services listed in the event description.
- 3.2** The participation fee shall be due within 14 days of receipt of the invoice and shall be transferred to the account shown therein, quoting the invoice number.
- 3.3** As a rule, the participation fee must be paid before the start of the Event.
- 3.4** If the invoice is not paid or only partially paid, the FZI shall be entitled to give the participation spot to another Participant.
- 3.5** If the Participant is unable to attend an Event for whatever reason, there shall be no entitlement to a (partial) refund of the participation fee already paid, unless the Participant names a substitute who will attend in their place and pay the participation fee themselves.

4. Cancellation or change of Events by the FZI

- 4.1** The FZI reserves the right to make changes to the schedule, organization and line-up of speakers/presenters that do not affect the essence of the Event.

4.2 The FZI reserves the right to cancel and/or reschedule Events for reasons beyond the FZI's control (e.g. force majeure, illness or accident, in each case without the possibility of substitution, as well as in the event of an insufficient number of Participants). The FZI shall inform the Participant immediately. It is agreed that force majeure also includes a recommendation from the government (federal, state, ministries, authorities) not to hold the Event (e.g. due to a pandemic spread of a virus or a terrorist warning).

4.3 Should an Event not take place, the Participant shall be refunded the participation fee already paid. The same shall apply if the Participant is unable to attend a make-up date of the Event.

4.4 Further claims, in particular compensation for travel and accommodation costs as well as loss of work, are excluded.

4.5 The Participant acknowledges in the case of hybrid or virtual Events that 100% availability of the Event platform is not technically possible. The FZI strives for the highest possible availability. Maintenance, security or capacity issues, Events beyond the control of the FZI (e.g. disruptions in public telecommunication networks, power failure, etc.), as well as software and hardware failures in the infrastructure of the Participants, may lead to short failures in the availability of the Event platform or parts thereof. In the event of paid contracts, the Participant has no right to the availability of the Event.

5. Cancellation

5.1 Participation may be cancelled free of charge upon receipt of the cancellation notice up to 6 weeks before the start of the Event.

5.2 If participation

- is cancelled less than six to three weeks before the agreed Event date, 50%
- is cancelled less than three to one week before the agreed Event date, 75%

- is cancelled less than one week before the agreed Event date, 100%

of the originally incurred participation fees shall be paid to the FZI.

5.3 In case of absence or if participation is discontinued, the full participation fee must be paid.

6. Liability

6.1 The FZI makes no guarantees or assurances with respect to any data and/or information provided or made available by any Participant on the Event platform. In particular, the FZI does not guarantee or assure that the aforementioned data and/or information is true or accurate, that it will fulfil any particular purpose or that it will serve any particular purpose.

6.2 The FZI assumes no liability for the topicality, correctness and completeness of the contents of the Event and with regard to the documents provided, as well as for any possible damage resulting from the application or transfer of the contents from the Event.

6.3 The liability of the FZI, its legal representatives and vicarious agents arising from breach of duty and tort is limited to intent and gross negligence. In the event of a breach of material contractual obligations (cardinal obligations), i.e. obligations that make the proper performance of the contract possible in the first place and on the compliance with which the other party may regularly rely, the FZI, its legal representatives and vicarious agents shall also be liable in the event of slight negligence, but limited to the foreseeable damage typical for the contract. The above limitations or exclusions of liability shall not apply in the event of injury to life, limb or health, in the event of fraudulent intent and in the event of claims under the Product Liability Act (ProdHaftG).

7. Permission to photograph or film

7.1 Within the scope of the Events, photos or film recordings may be made for advertising purposes.

7.2 By submitting the registration, the Participant agrees that photographs or film recordings in connection with the Event may be stored, used, disseminated and published by the FZI in modified or unmodified form, without any time or place restrictions. The photographs may be edited or redesigned (e.g. montage, combination with pictures, texts or graphics, photo-technical alienation, colouring), provided that personal rights are respected. The granting of rights also includes the right on the part of the FZI to grant further licenses to third parties.

7.3 The Participant has no claim to publication of the photo and film recordings and waives any claims for payment, regardless of how often or in what way the recordings are used.

7.4 The Participant has the right to withdraw their consent to the use of his photo and/or film recordings in writing at any time. Granting permission does not affect the ability to participate in the event.

8. Copyright

The Event documents are protected by copyright. Any kind of reproduction, transfer to third parties or other use requires the prior written consent of the FZI or the speaker.

9. Final provisions

9.1 Subsidiary agreements, amendments and supplements must be made in writing. The requirement of the written form cannot be waived orally.

9.2 The law of the Federal Republic of Germany shall apply to the exclusion of the reference standards of private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

9.3 If the Participant is a merchant, the place of jurisdiction shall be Karlsruhe.