

General Terms and Conditions of APIS Informationstechnologien GmbH – for Group Trainings, Webinars, User Meetings and Congresses in Europe

These General Terms and Conditions govern the contractual relationship between the **customer/participant** and APIS Informationstechnologien GmbH, Gewerbepark A 13, D-93086 Wörth/Donau (hereinafter: APIS) as organizer, with regard to the participation in group training courses, webinars, user meetings, and congresses (hereinafter event) in Europe.

1. Registration

(1) Registration for participation in the event shall be done online via the registration form on the homepage www.apis-iq.com, by telephone, or by e-mail to training@apis.de or for user conferences to userconference@apis.de. The customer/participant will receive a notice of receipt without delay.

(2) Registrations are processed in the order in which they are received by APIS. If the registration for the event is considered, APIS will send the customer a confirmation of registration in writing or by e-mail at least two weeks before the event starts. If the registration is received at shorter notice, the confirmation of registration will be sent later accordingly. Upon receipt of the confirmation of registration, the contract between the customer/participant and APIS shall be concluded.

(3) If the registration for the event cannot be considered because there are not enough vacancies or because the minimum number of participants is not reached, APIS will promptly inform the customer/participant of such circumstances and, if necessary, refer to alternative events and dates.

2 Payment

Payment for the event (participation fee) is listed in the overview of dates and prices. The amount stated covers the participation in the event (including documentation, drinks during breaks, etc., if applicable). The price does not include travel and accommodation expenses of the customer/participant. The price stated does not include the statutory value-added tax.

APIS will send the customer/participant an invoice for the event, which is due and payable in full within 14 days of receipt. If the event is booked at short notice, the invoice is due on the day of the event.

3. Implementation of the event / changes

(1) Subject to the following provisions, APIS shall owe the customer/participant the implementation of the booked event within the previously announced framework with regard to time, place, and staff.

(2) The event will be prepared and conducted by qualified trainers and speakers. APIS assumes no liability for the timeliness, accuracy, and completeness of the conference documents or the content of the event. Furthermore, APIS does not guarantee the customer/participant a certain degree of success due to his/her participation.

(3) APIS is entitled to relocate the event with regard to place and time, to use another/other speaker/s instead of the advertised speaker/s or to change the agenda of the event. In the event of a complete or partial relocation or a shortening of the event, the contract shall be deemed concluded for the changed duration, unless the customer/participant objects within two weeks after notification.

(4) If an important reason is available, in particular if the speaker/s is/are unable to attend or if the number of participants is insufficient, as well as in the event of force majeure, APIS may cancel the event and extraordinarily terminate the contract. In such a case, the parties' mutual obligations of performance shall cease; the customer/participant shall be refunded any amount already paid. Claims for reimbursement of travel and/or accommodation expenses as well as lost working time is excluded unless such costs are incurred due to intentional or grossly negligent conduct by APIS. Further claims of the customer/participant shall be excluded.

(5) APIS shall inform the registered customers/participants promptly of any changes of the time or place of the event and of any significant changes in the course of the event, as well as of any cancellation of the event in accordance with para. 4 below.

4. Withdrawal; substitute participant

(1) The customer/participant is entitled to withdraw from the contract at any time before the event starts. Instead of a withdrawal, he/she can name a substitute participant. The withdrawal must be declared in writing or by e-mail (to training@apis.de or for user conferences to userconference@apis.de) to APIS using the contact details given below. If the notice of withdrawal is received by APIS up to three weeks before the start of the event, the participation fee will be refunded.

(2) If the declaration of withdrawal is received by APIS later than three weeks before the event starts or if – without such a declaration – neither the customer/participant nor a substitute participant takes part in the event, APIS shall be entitled to full payment for the event. APIS shall be at liberty to prove a higher damage, the customer/participant shall be at liberty to prove a lower damage caused by the withdrawal or the non-appearance.

5 Liability

(1) APIS shall be liable without limitation only for intent and gross negligence of its legal representatives and vicarious agents.

(2) In the event of ordinary negligence, APIS shall be liable if as an obligation is breached, compliance with which is essential for achieving the purpose of the contract (“material contractual obligation”). Material contractual obligations are obligations the fulfillment of which is essential for the proper execution of the contract and the fulfillment of which the contractual partner regularly relies on and may rely on. In that case, liability shall be limited to the foreseeable damage typical for the contract. APIS shall not be liable for the loss of or damage to items brought to events.

(3) The above provisions shall also apply in favor of the employees and vicarious agents of APIS.

(4) The limitation period for the customer/participant to assert claims shall be one year, if the beginning of the period depends on the acknowledgement of the customer/participant; in all other cases, the statutory provisions shall remain in force.

(5) Claims under the Product Liability Act as well as liability for injury to life, body or health shall remain unaffected by the above subsections (1) to (4). Claims for damages due to intentional or grossly negligent conduct shall not be subject to the provision of subsection (4).

6 Copyright, picture recordings

(1) The customer/participant shall acknowledge the copyright of APIS and/or the speakers/third parties in the event documents. The documents may only be used personally by the customer/participant and may only be reproduced, published, or otherwise passed on to third parties in whole or in part with the prior written consent of APIS or third parties. Recordings of the event, e.g., on audio or video tapes, shall require the prior written consent of APIS.

(2) APIS shall not assume any liability for the topicality, completeness, correctness, or quality of the documents provided.

(3) APIS shall be entitled to make or have made commercial picture and video recordings of, at and in connection with the event and to use them in particular for marketing purposes. The participant shall grant APIS the right of use, free of charge, unrestricted as regards time and space, in recordings in which the customer/participant has a right to his/her own image.

7 Data privacy

APIS uses the personal data provided for the registration exclusively for the purpose of executing the contract. A transmission to third parties may become necessary for this purpose.

In addition, personal data will be stored and used for the dispatch of information material concerning other similar APIS products or events that may be of interest to the customer/participant. The customer/participant may cancel such dispatch at any time.

8 Consumer right of withdrawal

If the customer/participant is a consumer in the sense of art. 13 German Civil Code (BGB), the following right of withdrawal shall apply:

The customer/participant may withdraw from the contract within 14 days in text form (e.g., by letter, e-mail) without stating any reasons. The period starts after receipt of this instruction in text form, but not before the contract is concluded, as well as before the fulfillment of the information requirements pursuant to art. 246 § 2 in conjunction with § 1 para. 1, 2 of the Introductory Law to the Civil Code (EGBGB) as well as, if applicable, the obligations in accordance with § 312 g para. 1 clause 1 BGB in connection with art. 246 § 3 EGBGB.

The timely dispatch of the notice of withdrawal shall be sufficient to meet the deadline. The notice of withdrawal must be sent to:

APIS Informationstechnologien GmbH
Gewerbepark A 13
D-93086 Wörth/Donau

training@apis.de or for the user meetings userconference@apis.de

Consequences of the withdrawal:

In the event of withdrawal, the performance received by both parties and any emoluments taken shall be returned. If the customer/participant cannot return the received performance in whole or in part or can only return it in a deteriorated condition, the customer/participant must compensate APIS for the loss of value. The goods must be returned at the expense and risk of APIS. Obligations to refund payments must be fulfilled within 30 days. For the participant, that period starts with the dispatch of the notice of withdrawal, for APIS with its receipt.

The customer's/participant's right of withdrawal shall expire prematurely if the contract has been completely fulfilled by both parties at the express request of the customer/participant before the latter has exercised the right of withdrawal.

9. Final provisions

- (1) Supplements must be made in writing to be effective. This shall also apply to the amendment of the requirement of the written form.
- (2) Alternative general terms and conditions of the customer/participant shall not be valid.
- (3) Should any of the provisions of these General Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions. The ineffective provision shall be replaced by an appropriate and permissible provision that corresponds to the intention and purpose of these General Terms and Conditions.
- (4) The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the international Sale of Goods.
- (5) The place of jurisdiction in dealings with merchant as defined by commercial law, a legal entity or a special fund under public law shall be the registered office of APIS Informationstechnologien GmbH, Gewerbepark A 13, 93086 Wörth/ Donau, Germany.
- (6) In case of discrepancies, the German version of these General Terms and Conditions shall apply.

Last updated in July 2021

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