



General Terms and Conditions for seminars, conferences and study courses

1. Scope

(1) These General Terms and Conditions apply to the educational measures such as open, inter-company and part-time seminars, conferences and study courses – hereinafter referred to as "Educational Activities" – conducted by the isits AG International School of IT Security – hereinafter referred to as the "Organizer".

(2) Any general terms and conditions, or purchasing terms, of the contractual partner shall not become part of the contract even if the Organizer does not expressly object to their application at a later date.

2. Registration

(1) Registration is binding as soon as it has been confirmed in writing by the Organizer.

(2) There is no right to attend Educational Activities with a limited number of participants.

3. Admission requirements

(1) Educational Activities conducted by the Organizer are open to any interested party who possesses the qualifications required by the competent testing institutions for the desired degrees, insofar as such qualifications are required in the description of the respective Educational Activity.

(2) If admission requirements apply, the Organizer is not obliged to, but may, verify whether the participant fulfills the necessary admission requirements. Participants must submit the necessary documents upon request for such purposes. If the Organizer does not exercise its right to verify admission requirements, participants are obliged to pay the course fees even if the relevant admission requirements are not met.

4. Conducting Educational Activities

(1) Educational Activities are conducted in accordance with the published course descriptions, the applicable statutory provisions and the recognized rules of technology.

(2) The Organizer reserves the right to change speakers and/or to postpone or change the program schedule, provided that this does not fundamentally change the objective of the course concerned. There is no entitlement to an event being held by a particular instructor or at a particular venue.

(3) Changes to the content that may also alter the course objective are permissible if they are made with the consent or at the request of the bodies responsible for the recognition of the desired qualification.

5. Participant's obligations

Participants agree to observe the house rules applicable at the place of instruction, to follow instructions given by the teaching and training staff as well as representatives of the Organizer and its agents, to attend classroom events for the relevant Training Activity on a regular basis and to refrain from doing anything that could conflict with conducting the Training Activity in an orderly manner.

6. Copyrights

Documents, software and other media provided to participants to be used in a course are protected by copyright. The duplication, dissemination or other use of provided materials – including extracts – is permitted only after express written agreement of the Organizer.

7. Cancellation policy

Cancellation right: Consumers within the meaning of section 13 German Civil Code ("BGB") may cancel their contract without cause in writing (e.g. letter, fax, email) within 14 days. The period begins upon receipt of this notification in writing, but not before the agreement is signed and also not before our information obligations are fulfilled under Art. 246, section 2 in connection with section 1 (1) and (2) of the Introductory Act to the German Civil Code ("EGBGB") as well as the Organizer's obligations under section 312e (1), first sentence BGB in conjunction with Art. 246, section 3 EGBGB. Sending notice of cancellation prior to the end of the period is sufficient for compliance with the respective period. Notice of cancellation must be sent to: isits AG International School of IT Security, Hustr. 30, 44787 Bochum, Germany, fax +49 (0)234 927 898-20, e-mail: info@is-its.org.

8. Consequences of cancellation

In the case of an effective cancellation, mutually received goods and services as well as benefits derived therefrom (e.g. interest, dividends) must be returned. If the services received cannot be returned in their entirety or only in part or only in a deteriorated condition, compensation must be paid where appropriate. Obligations for reimbursement of payments must be fulfilled within 30 days. The period commences for the consumer when the cancellation notice is sent; for the Organizer upon receipt of such notice. In the case of a service, the consumer's right of withdrawal expires prematurely if the Organizer started to perform the service with the express consent of the consumer before the end of the cancellation period or if the consumer requested performance themselves. Special notice: The right of cancellation expires prematurely if the agreement is completely fulfilled by both parties upon an express wish before the right of cancellation was exercised.

9. Withdrawal/Termination/Cancellation costs

(1) In the case of Educational Activities lasting up to 12 months, the contract shall automatically terminate at the end of the respective Training Activity. There is no provision for ordinary termination at an earlier time.

(2) Educational Activities lasting more than 12 months have a minimum term of 12 months and may be terminated without need to indicate grounds by giving three months' notice to the end of the month, but not earlier than the end of the minimum term. The minimum term begins with the actual start of the Educational Activity irrespective of when the contract is concluded.

(3) For Educational Activities with a term of up to 6 months, 20% of the registration fee is due as a cancellation fee for cancellations received up to 4 weeks before the start of the event, 50% of the registration fee is due as a cancellation fee for cancellations received up to 2 weeks before the start of the event and 80% of the registration fee is due as a cancellation fee for cancellations received later than 2 weeks before the start of the event. In the case of cancellations received by the Organizer later than 1 week before the start of the event, the full registration fee is due in the event of failure to attend or discontinuance of attendance at the relevant event. It is possible to nominate a substitute if the Educational Activity has not yet begun and the participant otherwise



fulfils the admission requirements. The exercise of any potential cancellation rights by participants have priority.

(4) For Educational Activities with a term of more than 6 months, 15% of the registration fee is due as a cancellation fee for cancellations received by the Organizer later than 2 weeks before the start of the event. It is possible to nominate a substitute if the Educational Activity has not yet begun and the participant otherwise fulfils the admission requirements. The exercise of any potential cancellation rights by participants have priority.

(5) Educational Activities conducted as a course of study have a contractual minimum term of 1 semester and can be terminated without a need to indicate the grounds on 2 weeks' notice to the end of the semester. The contract term is extended for an additional semester in the event that notice of cancellation is not provided on a timely basis. A cancellation fee of € 500.00 will be charged for cancellations received by the Organizer later than two weeks before the start of the semester. In case of cancellations received after the beginning of the semester, the registration fee for the entire semester must still be paid.

(6) The participant is free to show that the Organizer suffered no damages at all, or lower damages, as a result of the cancellation.

(7) This is without prejudice to the statutory right of extraordinary termination for good cause. Good cause for termination without notice by the Organizer include – but are not limited to – the participant's persistent or serious disruption of the Educational Activity, their repeated unexcused absence from the Educational Activity, default in payment on more than 2 installments or repeated default in payment despite two written reminders as well as withdrawal or revocation of assigned payments by other cost units.

(8) Any notice of termination must be made in writing and, in the case of extraordinary termination for good cause, indicate the grounds for termination. Failure to attend a course does not comprise termination in any case.

(9) The participant's notice of termination must be given to the Organizer's organizational unit that confirmed the participant's registration. Employees of the Organizer, in particular teachers, are not authorized to accept notices of termination.

(10) In the event of ordinary termination, the participant shall be obliged to pay the course fees calculated up to the end of the respective notice period.

10. Payment terms/Remuneration

(1) The registration fee is due upon receipt of the invoice without any deduction. Payment must be made to the account number stated by the Organizer in the invoice and must indicate the invoice number and the customer number.

(2) In the event of default, interest of 4% points above the base interest rate according to section 247 BGB shall be charged on outstanding invoice amounts.

(3) The participant may only set off claims that have been finally determined by a court or have been acknowledged by the Organizer. The participant is only entitled to exercise a right of retention insofar as their claim is based on the same contractual relationship.

(4) In the event of default on the part of the contractual partner, the Organizer may charge a processing fee of € 10.00 for each reminder. With regard to the processing fee, the contractual partner is free to show that the Organizer suffered no damages or that

damages are significantly less than the lump-sum damages asserted by the Organizer.

11. Installment payments

Payment by installments may be permitted by separate agreement in the case of Training Activities with a term of more than 6 months. This does not apply to the fee for the Master's thesis.

12. Cancellation by the Organizer

The Organizer reserves the right to cancel Training Activities that have been announced or commenced due to a lack of participants, teacher illness as well as other disruptions in business operations for which the Organizer is not responsible. Any fees already paid will be refunded in such cases.

13. Place of performance/Jurisdiction

The place of performance shall be the event location communicated to participants in writing. The place of jurisdiction for all legal disputes arising in relation to course purchasing with merchants and legal entities under public law or special funds under public law is Bochum.

14. Data protection

(1) With regard to the provisions of the Federal Data Protection Act and the GDPR, which came into force on May 25 2018, please note that we store and use your personal data for purposes of contract performance.

(2) Your business contact data will be used by the Organizer for marketing purposes, i.e. to send you brochures, programs and seminar information by mail or e-mail.

(3) You can object to the use, processing or transmission of your data for marketing purposes at any time by notifying the Organizer's data protection officer or withdrawing your consent. Upon receipt of your objection or revocation, the Organizer will no longer use and process the relevant data for marketing purposes or immediately cease sending advertising materials. The objection or revocation must be sent to: isits AG International School of IT Security, Huestra. 30, 44787 Bochum, Germany, fax +49 (0)234 927 898-20, e-mail: datenschutz@is-its.org.

15. Liability

(1) The liability of the Organizer for damages and expenses, regardless of the legal reason, particularly in the event of a violation of contractual obligations and from unauthorized actions is limited to three times the amount of the registration fee.

(2) This liability limitation shall not apply if the damage is due to malice, intent or gross negligence or the Organizer has guaranteed its fulfillment, nor shall it apply to damages as a result of injury to life, limb or health or to damages according to the German Product Liability Act.

(3) A claim to compensation for such damages that are due to a violation of obligations that are essential for the fulfilment of the contract (material obligations) shall be limited to the amount of the damage that was typical and foreseeable as a possible consequence of the contractual violation (typically foreseeable damage) at the time of the violation unless one of the cases listed in Sec. 12.2 exists.

(4) The limitation period for claims for damages shall be in accordance with statutory provisions.

(5) The provisions above also apply to the benefit of the Organizer's employees and vicarious agents.