

General Terms and Conditions of actIT academy & consulting GmbH for the Design and Execution of In-house Seminars (In-house GTC)

For reasons of better readability, the language forms male, female and diverse (m/f/d) are not used simultaneously. All references to persons apply equally to all genders.

§ 1 Subject matter of the contract

actIT academy & consulting GmbH (hereinafter referred to as actIT academy & consulting) provides qualification services for the customer in the form of in-house seminars attended by seminar participants (e.g. employees) to be determined by the customer. These seminars are described in more detail between actIT academy & consulting and the client by contracts, hereinafter referred to as "contract", which contain the individual regulations.

If the contract or a general framework agreement on in-house training with the contracting party and these in-house GTC contain provisions that deviate from each other, the respective contract shall take precedence over these in-house GTC.

Otherwise, these terms and conditions shall apply exclusively; any terms and conditions of the customer that conflict with or deviate from these terms and conditions shall not be recognized by actIT academy & consulting unless actIT academy & consulting has expressly agreed to their validity in writing.

These terms and conditions shall also apply if actIT academy & consulting performs the service for the customer without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from these terms and conditions.

§ 2 Trainers, seminar documents

actIT academy & consulting provides any trainers named in the contracts for seminars. Should a trainer be unavailable on a scheduled seminar date for reasons for which actIT academy & consulting is not responsible, actIT academy & consulting is entitled to name a suitable replacement trainer of its own choice or to reschedule the seminar date to an alternative date in consultation with the client. Unless otherwise agreed, actIT academy & consulting shall provide the contractually agreed seminar documents at the latest at the start of the seminar.

The seminar documents are protected by copyright.

All rights, including those of translation, reprinting and reproduction of the contents and course documents, media or parts thereof are reserved by actIT academy & consulting. No part of the contents - or course documents, -media may be reproduced in any form - even in part - without our written consent - not even for the purpose of instructional design - in particular processed using electronic systems, duplicated, distributed or used for public reproduction.

The client or the seminar participants also do not acquire the right to publish the received or retrieved content. In particular, the client or the seminar participants are also not entitled to reproduce, modify, distribute, reprint or permanently store the received or retrieved content in whole or in part beyond the purpose of the contract, in particular to use it to build a database, or to pass it on to third parties.

The client must ensure that unauthorized disclosure or reproduction of the seminar documents by seminar participants or third parties does not occur. The production of additional copies of seminar documents for the execution of the seminar or for use in further educational events by the client requires the prior express written consent of actIT academy & consulting.

§ 3 Remuneration, payment terms and discounts

actIT academy & consulting shall receive the contractually agreed remuneration as well as reimbursement of travel costs, expenses and out-of-pocket expenses for the performance of the seminars. Unless otherwise agreed, all remuneration, reimbursement of costs, expenses and outlays are due in full immediately after invoicing plus the statutory value added tax applicable at the time of performance. In the event of default, actIT academy & consulting's claims for the year shall be subject to interest at 8% above the respective prime rate. Further claims for damages on the part of actIT academy & consulting remain reserved.

The discounts offered by actIT academy & consulting cannot be combined as a matter of principle. The validity period of a discount can be limited. The participant will be informed of the expiration date together with the discount code required for redemption in each case. After this date, the discount code loses its validity and can no longer be redeemed. The participant has no claim to payment of the discounts granted by actIT academy & consulting.

If a training date booked with a discount is rebooked and the training date and not the booking date was decisive for the discount, the discount is not applicable to dates after the expiration date. In this case the difference to the full amount has to be paid by the participant. A free cancellation is also not possible in the case of a discount. The participant is not entitled to an alternative date in the discount period.

§ 4 Obligations of the client to cooperate in the preparation and execution of the seminar

The client shall name a contact person authorized to make and receive the declarations required for the preparation and execution of the seminar.

If the seminars take place at the Customer's premises, the Customer shall provide rooms with the necessary equipment, including hardware and software, for the execution of the seminars.

The client shall ensure that the seminar participants are not disturbed during the seminar.

The client shall provide actIT academy & consulting with all information and documents required for the execution and preparation of the seminar in a timely manner.

If actIT academy & consulting provides seminar equipment (e.g. hardware, beamers, flipcharts, metaplan walls, etc.) to the client for seminars outside of its training centers, the client undertakes to take out appropriate liability insurance with sufficient coverage and to provide evidence of such insurance upon request by actIT academy & consulting.

§5 Provision of software

Unless otherwise agreed in the contract, the customer shall provide the system environment and the required number of software licenses free of charge both for the customer's employees (seminar participants) and for the instructors and system administrators of actIT academy & consulting for the purpose of preparing and carrying out the training courses. At the same time, the client assures that he is willing to make the licenses temporarily available to the extent required by this contract. to be entitled to use them. He guarantees that the granting of the licenses does not infringe any third-party property rights. He shall ensure that the scope of use is not impaired during the term of the contract.

actIT academy & consulting agrees to use the provided licenses exclusively for the preparation of the training environment as well as for the training of the client's employees and to completely uninstall the software after the end of the seminar. ActIT academy & consulting furthermore assures that no use of the licenses beyond the use assumed according to this contract will take place. Insofar as the client's own information, documents or data (hereinafter referred to as data) are used within the scope of the seminar, the client shall ensure that the client's own data backup is available, from which data that has been destroyed or lost can be reconstructed in machine-readable form with reasonable effort.

§ 6 Liability

Claims for damages by the client or the participants exist only in the case of intent or gross negligence to the full extent of the law.

The liability of actIT academy & consulting is limited to the foreseeable damage in the case of less than gross negligence. The aforementioned limitation of liability does not apply in the case of liability for personal injury and liability according to the Product Liability Act, as well as in the case of the breach of an obligation whose fulfillment makes the proper execution of the contract possible in the first place and on whose fulfillment the contractual partner may regularly rely (cardinal obligation). actIT academy & consulting reserves the right to object to contributory negligence.

All claims for damages or compensation for futile expenses shall become statute-barred within one year in the case of contractual as well as non-contractual liability, except in cases of intent or personal injury. The right to extraordinary termination for good cause remains unaffected.

Further claims of the customer due to breach of duty are excluded. This exclusion shall not apply in the event of intent or gross negligence or in the event of injury to life, limb or health.

Insofar as the liability of actIT academy & consulting is excluded or limited, this also applies with regard to the personal liability for damages of our employees, representatives and vicarious agents.

§ 7 Withdrawal, postponement

The client may withdraw from the contract by written declaration.

If the date is postponed with less than six weeks' notice before the start of the seminar, 25% of the agreed seminar fee will be due.

If the cancellation is made less than four weeks prior to the start of the seminar, 100 % of the agreed seminar fee will be due.

In the event of withdrawal, the customer must also reimburse actIT academy & consulting for expenses incurred up to the time of withdrawal in accordance with the contract, insofar as their performance was to be expected in accordance with the purpose of the contract and the customer was informed of the start of preparatory services. Additional costs incurred as a result of the withdrawal will also be charged to the Principal against proof.

The client's wishes to reschedule seminar dates will be taken into account, provided that these are declared in writing to actIT academy & consulting at least four weeks before the start of the respective agreed seminar dates.

actIT academy & consulting is entitled to terminate the contract with the client without notice if an application for the opening of insolvency proceedings against the assets of the client has been filed.

§ 8 Confidentiality, fiduciary duties

actIT academy & consulting shall treat as confidential all information about the client's trade and business secrets of which it becomes aware in the performance of a contract and shall only use it for contractually agreed purposes. At the separate request of the principal, actIT academy & consulting will instruct the employees it has commissioned to make a corresponding written declaration to the principal.

The client and actIT academy & consulting are mutually obligated to loyalty. In particular, they shall refrain from enticing away employees - including freelancers - or former employees of the respective other partner who have worked in connection with the contract before the expiration of twelve months after the termination of the contract.

The contractual partners mutually undertake to observe the statutory provisions on data protection and to impose compliance with these provisions on their employees.

§ 9 Default in acceptance, force majeure

If the customer is in default with the acceptance of a service owed by actIT academy & consulting or if he omits or delays a cooperation service incumbent upon him, actIT academy & consulting is entitled to refuse the service owed, but retains its claim to remuneration less any expenses saved.

Events of force majeure that make performance difficult or impossible for actIT academy & consulting entitle actIT academy & consulting to postpone the fulfillment of its obligations for the duration of the hindrance and for a reasonable start-up time. Strikes, lockouts and similar circumstances that directly or indirectly affect actIT academy & consulting are equivalent to force majeure, provided that actIT academy & consulting is not responsible for them.

§ 10 Out-of-court dispute resolution

The European Commission provides an online dispute resolution platform at <http://ec.europa.eu/consumers/odr/> that consumers can use to resolve a dispute and find more information about dispute resolution.

actIT academy & consulting is neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration board in the event of a dispute with the participant.

§ 11 Data protection

actIT academy & consulting processes the personal data that the participant provides to actIT academy & consulting in the course of the order in order to fulfill the contract and, if necessary, to pursue the rights and claims of actIT academy & consulting or to be able to fulfill the rights and claims of the participant, Art. 6 para. 1 lit. b), lit. f) DSGVO.

In addition, actIT academy & consulting retains certain documents and data, and thus also certain personal data, in order to comply with the commercial law and tax law applicable to actIT academy & consulting to comply with retention obligations, Art. 6 para. 1 lit. c) DSGVO. The participant can find further information on the processing of personal data in the [data protection notices](#).

§ 12 Final provisions

Written form

Verbal ancillary agreements to these Inhouse GTC have not been made. Amendments or supplements must be made in writing to be legally effective. The requirement of the written form can only be waived in writing.

Applicable law

The contractual relationship shall be governed exclusively by the laws of the Federal Republic of Germany.

Jurisdiction

Eschborn is agreed as the exclusive place of jurisdiction for all disputes arising from the contract. Deviating from this, actIT academy & consulting may also sue the customer at the customer's place of business.

§ 13 Code of Conduct

actIT academy & consulting bases its business actions and decisions on the generally applicable ethical values of the Code of Conduct. You can find more details on the website of the Berlin Code of Conduct. [Berlin Code of Conduct](#)