

General Terms and Conditions of actIT academy & consulting G m b H for Open Seminars including Online Seminars

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 General

All services within the scope of our open seminar events are based on these "General Terms and Conditions for Open Seminars including Online Seminars" of actIT academy & consulting GmbH.

Our terms and conditions apply exclusively; we do not recognize any terms and conditions of the participant that conflict with or deviate from our terms and conditions, unless we have expressly agreed to their validity in writing. Our terms and conditions shall also apply if we perform the service to the participant without reservation in the knowledge of terms and conditions of the participant that conflict with or deviate from our terms and conditions.

§ 2 Registrations and conclusion of contract

The contract becomes binding when we confirm your order.

Please note that once you place an order with us,

1. expressly agree that we start the execution of the contract before the expiry of the revocation period, and
2. Confirm your knowledge of the fact that they lose their right of withdrawal by your consent with the beginning of the execution of the contract.

You can make a legally binding registration via the Internet (<https://actit-consulting.com/>) or by telephone, in writing, by fax or e-mail (text form) to our customer service. You will immediately receive a confirmation of registration from us in writing, by fax or e-mail (text form), whereby the contract comes into effect. Since the number of participants for our seminars is limited, we consider the registrations in the order of their receipt. Your data will be stored electronically for internal purposes.

§ 3 Cancellations and right of revocation

Without prejudice to any right of cancellation in distance selling, you may cancel your registration free of charge up to 30 working days before the start of the seminar (the day of the start of the seminar is not included in this calculation). If you cancel your registration only within 29 working days before the start of the seminar or do not show up for the seminar, we will charge you the full seminar fee.

Of course, this does not apply if a substitute participant is named at least 6 days before the start of the seminar.

We reserve the right to cancel for organizational reasons (e.g. if the minimum number of participants, which depends on the type of seminar, is not reached or if the trainer is unable to attend due to illness at short notice).

In case of cancellation by us, we will try to rebook you on another date and/or another venue, if you agree. Otherwise you will receive your paid fees back; further claims do not exist.

However, please note our guarantee dates on the Internet (<https://actit-consulting.com/>). We can guarantee that these dates will be held. They are marked accordingly in the Internet seminar descriptions.

§ 4 Right of withdrawal for consumers

Right of withdrawal

If you are a consumer (i.e. a natural person who places the order for a purpose that cannot be attributed to your commercial or independent professional activity), you have a right of withdrawal in accordance with the statutory provisions.

The regulations apply to the right of withdrawal, which are reproduced in detail in the following

Cancellation policy

You have the right to withdraw from this contract within fourteen (14) days without giving any reason. The revocation period is fourteen (14) days from the day of the conclusion of the contract. To exercise your right of withdrawal, you must inform us (actIT academy & consulting GmbH, Eschborn, e-mail: training@actit-consulting.com) of your decision to withdraw from this contract by means of a clear declaration (e.g. a letter or e-mail sent by post).

In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of the revocation

If you revoke this contract, we shall reimburse you for all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the most favorable standard delivery offered by us), without undue delay and no later than within fourteen days from the day on which we received the notification of your revocation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment.

We point out that the right of withdrawal expires when we have started the execution of the contract after you as a consumer.

1. have expressly consented to our commencing performance of the contract before the expiry of the revocation period, and
2. have confirmed your knowledge that by agreeing they lose their right of withdrawal with the start of the execution of the contract.

§ 5 Fees and discounts

Fees for attending our Open Seminars are generally due fourteen (14) days prior to the seminar date. Only intermittent attendance at our seminars does not entitle you to a reduction of the seminar fee.

If you want to book a larger number of seminar days within a twelve (12) month period, it is recommended to conclude a framework agreement.

The discounts offered by actIT academy & consulting GmbH cannot be combined as a matter of principle. The period of validity of a discount can be limited. The expiration date will be communicated to the participant together with the respective discount code required for redemption.

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 GmbH.

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.

§ 6 Reservation of right of modification

Our range of seminars is updated on an ongoing basis. You will find all the latest information at <https://actit-consulting.com/>. We reserve the right to make necessary adjustments to the content and methods of our seminars or to deviate from them, provided that these do not significantly change the topic and the overall character of the seminar in question.

§ 7 Note

With the publication of a new catalog, all previous programs on the same subject area lose their validity.

§ 8 Copyright

We reserve all rights, including translation, reprinting and reproduction of the training documents or parts thereof. No part of the training documents may be reproduced in any form - not even in part - without our written permission - not even for the purpose of teaching - in particular processed, duplicated, distributed or used for public reproduction using electronic systems.

You therefore do not acquire any right to publish the retrieved content. In particular, you are also not entitled to reproduce, modify, distribute, reprint, permanently store, in particular use to build a database, or pass on to third parties the content retrieved by you in whole or in part.

§ 9 Copyright and trademark rights

In the seminars of actIT academy & consulting GmbH, software including electronic learning media is used which is protected by copyright and trademark rights. This software including electronic learning media may not be copied or processed in any other machine-readable form and may not be removed from the seminar room or stored or used on EDP systems outside the actIT academy & consulting organization.

§ 10 Performance

In our seminars, instruction and exercises are designed to enable an attentive participant to achieve the seminar objectives. A specific training success is not owed.

§ 11 Obligations of the participants

Data on data carriers brought along by the participants may not be copied onto our computers. Should we incur damage as a result of a violation of this, we reserve the right to assert claims for damages.

§ 12 Liability for damages

Claims for damages by the participant exist only in the case of intent or gross negligence to the full extent of the law. The liability of actIT academy & consulting GmbH is limited to the foreseeable damage in the event 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 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 GmbH 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. If the execution of the event shows significant defects and if actIT academy & consulting is responsible for this, actIT academy & consulting can, at its own discretion, repeat the event within a reasonable period of time without additional costs for the client or offer the client a reasonable reduction in the event fee. The prerequisite for this is a complaint by the client, which must be made immediately. The right to extraordinary termination for good cause remains unaffected. Further claims of the customer due to breach of duty are excluded. This exclusion does not apply in the case of intent or gross negligence, nor in the case of injury to life, body 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.

§ 13 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 where they can find more information about dispute resolution

actIT academy & consulting GmbH 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.

§ 14 Data protection

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

§ 15 Miscellaneous

The contractual relationship shall be governed exclusively by the laws of the Federal Republic of Germany. If the participant is a merchant, a legal entity under public law or a special fund under public law or if the participant does not have a general place of jurisdiction in Germany, Eschborn shall be the place of jurisdiction for all disputes arising in connection with the participation. This shall also apply if the participant does not have a general place of jurisdiction in Germany, moves his or her place of residence or habitual abode outside the territory of the Federal Republic of Germany after registration, or if the participant's place of residence or habitual abode is unknown at the time the action is filed.

§ 16 Code of Conduct

actIT academy & consulting GmbH 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](#)