

General Terms and Conditions of actIT academy & consulting GmbH for open seminars, including Online Seminars

§1 General

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

Our terms and conditions apply exclusively; we do not recognise 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 for the participant without reservation in the knowledge that the participant's terms and conditions conflict with or deviate from our terms and conditions.

§2 Registration and conclusion of contract

The contract is binding once we confirm your order.

Please note that as soon as you place an order with us,

1. you expressly agree that we will begin to execute the contract before the expiry of the withdrawal period, and
2. confirm your awareness that you lose your right of withdrawal upon your consent to the commencement of the execution of the contract.

You can register via the Internet ([Home - actIT academy & consulting](#)) in a legally binding manner or by telephone, in writing, by fax or e-mail (text form) to our customer service. You will receive a confirmation of registration from us immediately in writing, by fax or email (text form), which constitutes the conclusion of the contract. As the number of participants for our seminars is limited, we will consider registrations in the order in which they are received. Your data will be stored electronically for internal purposes.

If a service is booked via the "Semigator" platform, an agency fee of 15% of the basic price will be charged in addition to the basic price of the booked service. This fee is payable regardless of whether the booked service is used.

In the event of cancellation of the seminar by actIT academy & consulting GmbH, a corresponding credit note will be issued for payments already made. In all other respects, the cancellation and withdrawal conditions of actIT academy & consulting GmbH valid at the time of booking apply.

§3 Cancellations and right of withdrawal

Notwithstanding any right of withdrawal in distance selling, you may cancel your registration free of charge up to 30 working days before the start of the seminar (not including the day on which the seminar begins). If you cancel your registration within 29 working days of the start of the seminar or do not attend the seminar, we will charge you the full seminar fee.

This does not apply if you name a replacement participant at least 6 days before the start of the seminar.

We reserve the right to cancel for organisational reasons (e.g. if the minimum number of participants for a particular seminar type is not reached or if the speaker is unable to attend at short notice due to illness).

In the event of cancellation by us, we will endeavour to rebook you for another date and/or another venue, provided you agree to this. Otherwise, you will be refunded the fees you have paid; no further claims can be made.

However, please note our guaranteed dates on the Internet ([Home - actIT academy & consulting](#)). 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 right of withdrawal is subject to the provisions set out in detail below:

Cancellation policy

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

To meet the cancellation deadline, it is sufficient for you to send your notification of exercising your right of cancellation before the cancellation period expires.

Consequences of withdrawal

If you withdraw from 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 your choice of a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days of the day on which we receive notification of your withdrawal from this contract.

We will use the same means of payment for this refund as you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged for this refund.

We would like to point out that the right of withdrawal expires if we have begun to fulfil the contract after you, as a consumer, have expressly agreed that we may begin to fulfil the contract before the expiry of the withdrawal period.

1. you have expressly agreed that we may begin performing the contract before the expiry of the withdrawal period, and
2. You have confirmed that you are aware that you lose your right of withdrawal upon commencement of the contract.

§5 Fees and discounts

The fees for attending our open seminars are generally due fourteen (14) days before the seminar date. Partial participation in our seminars does not entitle you to a reduction in the seminar fee.

If you wish to book a larger number of seminar days within twelve (12) months, we recommend concluding a framework agreement.

The discounts offered by actIT academy & consulting GmbH cannot be combined. The validity period of a discount may be limited. The expiry date will be communicated to the participant together with the 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 expiry date. In this case, the difference to the full amount must be paid by the participant. Free cancellation is also not possible in the case of a discount. The participant is not entitled to an alternative date within the discount period.

§6 Reservation of rights

Our seminar programme is updated on an ongoing basis. You will find all the latest information at [Home - actIT academy & consulting](#). We reserve the right to make necessary adjustments or deviations to the content and methodology of our seminars, if these do not significantly alter the subject matter and overall character of the seminar in question.

We reserve the right to change the training formats, from a face-to-face event to an online event, in the event of insufficient participant numbers or in cases of hardship such as pandemics and severe weather conditions. The participant will be informed immediately of any changes by actIT academy & consulting GmbH. Cancellation of the booking for this reason is not possible.

§7 Note

With the publication of a new catalogue, all previous programmes relating to the same subject area lose their validity.

§8 Copyright

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

You therefore do not acquire any right to publish the content accessed. You are not entitled to reproduce, modify, distribute, reprint, permanently store, or use the content you have accessed, in whole or in part, to create a database, or to pass it on to third parties.

§9 Copyright and trademark rights

The seminars offered by actIT academy & consulting GmbH use software, including electronic learning media, 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 computer systems outside the actIT academy & consulting organisation.

§10 Services

In our seminars, lessons and exercises are designed in such a way that attentive participants can achieve the seminar objectives. A specific training outcome is not guaranteed.

§11 Obligations of participants

Data on data carriers brought by participants may not be transferred to our computers. Should we incur any damage because of a violation of this provision, we reserve the right to assert claims for damages.

§12 Liability for damages

The participant shall only be entitled to claims for damages to the full extent provided by law in cases of intent or gross negligence. In cases of negligence less than gross negligence, the liability of actIT academy & consulting GmbH shall be limited to the foreseeable damage. The above limitation of liability does not apply to liability for personal injury and liability under the Product Liability Act, as well as to the breach of an obligation whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner may regularly rely (cardinal obligation).

actIT academy & consulting GmbH reserves the right to object to claims based on contributory negligence. All claims for damages or reimbursement of futile expenses shall become statute-barred within one year in the case of both contractual and non-contractual liability, except in cases of intent or personal injury.

If the event is significantly flawed and actIT academy & consulting GmbH is responsible for this, actIT academy & consulting GmbH may, at its discretion, repeat the event within a reasonable period at no additional cost to the participant or offer the participant a reasonable reduction in the event fee. This requires the participant to submit a complaint without undue delay. The right to extraordinary termination for good cause remains unaffected. Further claims by the customer due to breach of duty are excluded. This exclusion does not apply in cases of intent or gross negligence or in cases of injury to life, limb or health. Insofar as the liability of actIT academy & consulting GmbH is excluded or limited, this also applies regarding the personal liability for damages of our employees, workers, staff, representatives and vicarious agents.

§13 Out-of-court dispute resolution

The European Commission provides a platform for online dispute resolution at [Site relocation - European Commission](#), which consumers can use to resolve disputes and find further information on 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 transmits to actIT academy & consulting GmbH during the order to fulfil the contract and, if necessary, to pursue the rights and claims of actIT academy & consulting GmbH or to be able to fulfil the rights and claims of the participant, Art. 6 para. 1 lit. b), lit. f) GDPR. In addition, actIT academy & consulting GmbH retains certain documents and data, including certain personal data, to comply with the commercial and tax retention obligations applicable to actIT academy & consulting GmbH, Art. 6 (1) lit. c) GDPR. By registering for the training, the participant agrees that their email address and, if applicable, additional contact details (e.g., social media profiles such as LinkedIn or XING) may be used by actIT consulting GmbH to provide information regarding the training, to send newsletters, and to share other professional information via social media channels. If the registration is carried out by the employer, the employer confirms that the registered participant has been informed about the processing of their personal data and has given explicit consent to receive information via email or social media channels. The employer ensures that the participant can withdraw this consent at any time. The newsletter and other communications via social media can be unsubscribed from at any time; an unsubscribe link is included in every newsletter, or an unsubscribe request can be sent by email to datenschutzbeauftragter@actit-consulting.com. The legality of the processing carried out before the withdrawal remains unaffected. The participant can find further information on the processing of personal data in the [Data Protection Declaration - actIT academy & consulting](#).

§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 has no general place of jurisdiction in Germany, the place of jurisdiction for all disputes arising in connection with participation shall be Eschborn. This shall also apply if the participant does not have a general place of jurisdiction in Germany, moves his place of residence or habitual residence outside the territory of the Federal Republic of Germany after registration, or if the participant's place of residence or habitual residence is unknown at the time the action is brought.

§16 Code of Conduct

actIT academy & consulting GmbH bases its business activities and decisions on the generally accepted ethical values of the Code of Conduct. Further details can be found on the Code of Conduct Berlin website [Berlin Code of Conduct](#).