

General Business Terms and Conditions for Events of artop GmbH in the Academy Area

1. Scope

These General Business Terms and Conditions apply to all contracts concluded with artop GmbH (hereinafter, "artop") concerning participation in seminars and trainings in the Academy area.

2. Conclusion of contract

Registration to participate in trainings, development programmes or other artop events must take place in writing using the artop registration form (by letter, email, fax) or online and be received by artop in full by the deadline that may be specified in the event documents. Because of the limited number of participants, registration is not a binding conclusion of contract. Where an information event is offered by artop, conclusion of contract first occurs after the information event through signature of a registration confirmation or a contract by both sides.

3. Scope of services and participation prerequisite

- 3.1. The scope of services of artop (place, time, duration, course topic, teachers, educational objective, price, etc.) results from the description of the artop Academy programme and the training brochures that were made public at the time of registration, posted in the business premises and published on the internet.
- 3.2. artop may make participation in an event dependent on personal and/or factual prerequisites. Where possible, information about the necessary prerequisites will be provided in the artop Academy programme and on the internet.

4. Fee

- 4.1. The participant must pay the contractually agreed fee in accordance with invoicing by artop. The participant is liable for payment of the fee even where the fee is to be paid by a third party (e.g. company, employer, vocational training service). In the event of non-payment of the fee, the participant may be excluded from further participation in the course.

5. Course location

The events take place at artop, unless a different location is specified by artop in the confirmation.

6. Non-participation, termination and cancellation right

- 6.1. If the participant is entitled to a right of withdrawal pursuant to Section 10 of these General Business Terms and Conditions, the following arrangements first apply after expiry of the withdrawal period.

In the case of trainings and development programmes, the training contract may be terminated by either side in written form with three months' notice, effective at the end of the month. In such case, only the participation fees for the modules of the above-mentioned curriculum that artop carried out prior to the termination becoming effective will be charged on a prorated basis. In addition, a flat-rate administrative fee of €500 will be charged.

In the case of terminations of seminars up to 30 days before the start of the event, a flat-rate processing fee of €70 plus VAT will be charged. In the case of cancellation 14 to 30 days before the start of the event, 50% of the total event fee will be charged. Thereafter, the entire amount will be invoiced.

- 6.2. artop may terminate the contract without notice for a compelling reason pursuant to section 626 of the German Civil Code (BGB). Compelling reasons include, in particular, disrupting the advanced training events and failing to observe the house rules despite a demand to cease the disruption or violation. Partial amounts already due will not be refunded.

Bringing pets and smoking on the premises of artop are expressly prohibited. In the event of failure to observe a prohibition set down in the house rules, artop may terminate the training contract without notice or refuse participation at an event on the premises of artop if despite a demand, the participant does not cease the disruption or violation.

- 6.3. Termination and cancellation must be declared in written form. The controlling time for termination and cancellation is the time at which the declaration is received by the declaration recipient.
- 6.4. In the event of complete or partial non-participation, the participant remains obligated to pay the full participation fees. This applies irrespective of whether the delinquency was caused by the participant or not.

7. Change and cancellation of events

artop reserves the right to cancel or change an event under the following conditions up to 14 calendar days prior to the start:

- 7.1. A cancellation or postponement may occur only if a creditable interest of artop exists. This is the case, in particular, if the established minimum number of participants is not reached or the event cannot be held due to force majeure, impossibility or unavailability of the speaker.
- 7.2. The participant will be notified of this using the contact details provided in his or her registration. In the event of cancellation, a participation fee that has already been paid will be refunded. The same applies in the event that the participant is unable to participate on a substitute date for the respective event. More extensive claims by the participant are excluded.
- 7.3. artop reserves the ability to replace speakers, to designate other speakers and to change the sequence of the event, provided this does not change the essential features of the event and the participant can be reasonably expected to accept the change. The participant cannot derive any claims from this, e.g. to cancellation of the contract or reduction of the fee.

8. Liability

artop is liable for the obligations under the contract with the care and diligence of a prudent businessperson. Claims of the participant for compensation of damages are excluded, other than damages from loss of life, bodily injury or damage to health, where artop is responsible for the breach of duty, other damages based on a wilful or grossly negligent breach of duty by artop, and damages based on a wilful or grossly negligent breach by artop of duties typical of the contract. A breach of duty by artop is equivalent to one by a statutory representative or a person used to perform an obligation (*Erfüllungsgehilfe*).

9. Data protection and copyright

- 9.1. The participant's personal data will be processed by artop exclusively for the purpose of holding the event. The data will not be passed on to third parties.
- 9.2. The participant receives the copyright-protected course documents handed out for the respective event as property and undertakes not to pass them on to third parties or make them accessible to third parties.

10. Withdrawal policy for consumers

If you are a consumer and have sent us this registration by means of distance communication (e.g. by letter, fax or email), you have a right of withdrawal. In such case, please take note of the following withdrawal policy:

Right of withdrawal

You may withdraw your contract declaration within 14 days without providing reasons in text form (e.g. letter, fax or email). The period begins to run following receipt of this policy in text form, but not before a contract instrument, your written application or a copy of the contract instrument or application has also been made available to you and also not before fulfilment of our informational obligation pursuant Article 246 section 2 in conjunction with section 1 (1) and (2) of the Introductor Act to the German Civil Code (EGBGB) as well as our obligations pursuant section 312g (1) sentence 1 BGB in conjunction with Article 246 section 3 EGBGB. The withdrawal period is complied with if the withdrawal is sent in a timely manner. The withdrawal is to be directed to:

artop GmbH, Christburger Str. 4, 10405 Berlin

Tel.: 030 44 012 99-0, Fax: 030 44 012 99-21, email: kontakt@artop.de

Consequences of withdrawal

In the event of an effective withdrawal, reciprocally received performance is to be returned and any derived benefits (e.g. interest) are to be surrendered. If you are unable or partially unable to return or surrender to us the received performance or benefits (e.g. benefits of use) or are able to do so only in deteriorated condition, you must compensate us for the depreciation in value. This may mean that you will nevertheless be required to satisfy the contractual payment obligations for the period up to withdrawal. Obligations to refund payments must be satisfied within 30 days. The period begins, for you, with the sending of your withdrawal declaration and, for us, with its receipt.

Special notices: Your right of withdrawal expires prematurely if the contract has been fulfilled in its entirety by both sides at your express wish before you exercised your right of withdrawal.

End of the **withdrawal** policy

11. Final provisions

- 11.1. Where permitted by statute, Berlin is the place of performance and place of jurisdiction for all obligations under this agreement. If a contracting partner satisfies the requirement of section 38 (2) of the German Code of Civil Procedure (ZPO) and does not have a general place of jurisdiction in Germany, the place of jurisdiction is deemed to be the registered office of artop GmbH.
- 11.2. If individual provisions of these General Business Terms and Conditions for Events should be ineffective or void, this does not affect the effectiveness of the other provisions. The parties undertake to replace the ineffective provision with one that most closely approximates the ineffective one in its meaning and is effective.

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