

# General Terms & Conditions for Open Seminars

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The services offered by thyssenkrupp Academy GmbH are aimed solely at entrepreneurs, i.e. natural or legal persons or partnerships with legal personality who or which, when entering into a legal transaction, act in exercise of their trade, business or profession (§ 14 (1) German Civil Code – BGB). The General Terms & Conditions set out below apply to all services (hereinafter: **seminars**) offered by thyssenkrupp Academy GmbH (hereinafter: **thyssenkrupp Academy**) that do not involve in-house company training measures conducted for individual customers (cf. General Terms and Conditions for In-house Seminars). They cover the agreements concluded in full. Conflicting conditions shall not be accepted unless thyssenkrupp Academy has expressly agreed to their application.

## § 1 Conclusion of the Agreement/waiting list/participation requirements

### 1.

The seminars and prices published by thyssenkrupp Academy GmbH on its website and in its catalogues do not represent a binding offer to conclude an agreement. Interested parties should book via the thyssenkrupp Academy online registration portal.

### 2.

An agreement shall only be deemed concluded when thyssenkrupp Academy has provided written confirmation of the booking (for example via electronic means).

### 3.

If participation in a requested seminar is not possible, for example due to overbooking, or in the event that a waiting list already exists at the time of booking, participants shall be notified accordingly. If a participant registers for a place on a waiting list, they shall automatically move up the waiting list and onto the participant list as places become free.

In the event that no place becomes free for a participant before the start of the seminar, the booking inquiry will be deleted automatically without any need for separate communication by thyssenkrupp Academy. There shall be no entitlement to preferential consideration for future seminar dates.

Participants are requested to cancel their place on the waiting list as soon as they know that they are unable or unwilling to attend the seminar. When individuals are added to the participant list they shall be notified in writing (notification via electronic means is also possible). Participants then have a period of 5 days from the date of the notification to cancel their participation in the seminar free of charge. After this time the agreed cancellation terms for the seminar shall apply.

**4.**

The thyssenkrupp Academy seminars run for the duration or period stated in the current program. Seminars consisting of multiple parts shall only be deemed complete once the final part has ended. Participants may only register for complete seminars unless participation in individual seminar parts has been expressly agreed.

**5.**

In selected seminars, specialist qualifications and/or professional experience are essential. The interested individual or participant is solely responsible for ensuring they meet the entry requirements. Where entry requirements exist, thyssenkrupp Academy is not obligated but shall be entitled to review whether participants meet the requirements. To this end, participants must submit the necessary documentation on request. If the entry requirements are not met, thyssenkrupp Academy shall be entitled to reject the booking. This also applies for the nomination of substitute participants. In the event that thyssenkrupp Academy does not exercise its right to review whether entry requirements are met, the participant shall still be obligated to pay the seminar fees even in the event that they do not meet the entry requirements.

## § 2 Billing and payment terms

**1.**

Unless otherwise stated, all prices quoted are subject to statutory VAT. The service fee shall be invoiced after completion of the seminar and shall be due immediately on receipt without deductions. Any bank charges incurred shall be for participant's account. Please consider our Value Added Tax (VAT) and Income Tax clauses that you can read [here](#).

**2.**

The invoice shall be issued to the company (legal entity) stated in the registration.

**3.**

Where both parties belong to the German VAT tax group of thyssenkrupp, the service fee shall be invoiced without statutory VAT. The prices stated in the booking confirmation shall be binding.

## § 3 Seminar venues/travel and accommodation expenses

**1.**

The seminars shall take place at the venues stated in the relevant order confirmation. The venues are also indicated in the seminar program. It should be noted that venues may stipulate infection prevention measures and practices. Any such provisions must be observed.

2.

The stated seminar fees include the services set out in the seminar description.

3.

Catering provided during the seminar is included in the seminar fees. Personal accommodation and/or travel costs incurred by participants are not included.

## § 4 Right to modification

1.

thyssenkrupp Academy reserves the right to modify the content and schedule of a seminar or the use of instructors for cause insofar as the overall character of the seminar is maintained.

2.

Customer shall not be entitled to specify the instructor or, in the case of open seminars, the location of the seminar. Any change shall not entitle Customer or participants to termination or any reduction of the seminar fee.

## § 5 Subcontractors

The use of subcontractors, in particular instructors, by thyssenkrupp Academy for the performance of services does not require the approval of participant or Customer.

## § 6 Cancellation/rebooking/substitute participants/consequences of cancellation

1.

Participants may terminate this Agreement at any time using the thyssenkrupp Academy online registration portal.

2.

In the event that participation in a seminar is cancelled up to four weeks before the start of the (first) seminar, the seminar fee to be paid shall be reduced to zero. Any seminar fee already paid shall be refunded.

3.

In the event of cancellation less than four weeks before the start of the (first) seminar, participants remain obligated to pay the full seminar fee; any seminar fee already paid shall not be refunded.

**4.**

The provisions of paragraphs 2 and 3 shall also apply accordingly in the event of rebooking, illness or other non-participation by registered participants.

**5.**

The nomination of a substitute participant is possible under certain circumstances and only following consultation with thyssenkrupp Academy. The awarding of seminar places shall be at the sole discretion of thyssenkrupp Academy and the corresponding seminar manager. There shall be no entitlement to cancellation free of charge on nomination of a substitute participant.

**6.**

In the case of seminars consisting of multiple parts, the cancellation of individual parts is not permitted, i.e. non-participation in individual seminar parts shall not result in reduction of the seminar fee.

**7.**

In the event of a cancellation, booking changes, etc. participants must cancel their own hotel booking and any travel bookings already made.

**8.**

In the case of e-learning offerings, participants shall receive a binding booking confirmation including access data following registration. Cancellation free of charge is no longer possible once the access data have been made available.

**9.**

The right to extraordinary termination for cause remains unaffected. thyssenkrupp Academy shall therefore be entitled to terminate this Agreement without notice in the event of payment default, disruption of the seminar or non-compliance with infection prevention measures and regulations at the venue.

**10.**

In the event of compelling reasons, e.g. an insufficient number of participants, incapacity of instructors or other reasons for which thyssenkrupp Academy is not responsible (for example contact restrictions and lockdowns imposed by authorities as a consequence of epidemics, etc.), thyssenkrupp Academy shall be entitled to cancel a seminar, conduct it online, postpone it or combine it with another seminar.

In cases of postponement, combination or partial realization as an online seminar, participant shall only have a right to termination insofar as and to the extent that such changes are deemed unreasonable for participants – taking account of the interests of thyssenkrupp Academy.

Where a seminar is cancelled or participants exercise their right to termination in the event of a change, thyssenkrupp Academy shall reimburse participants any seminar fees paid; further claims (e.g. cancellation fees for travel or hotels booked) are excluded.

## § 7 Copyright/usage rights/digital offerings

### 1.

The seminar materials, presentations and all documents made available to participants electronically or in printed form are protected by copyright. Participants shall only be granted a simple right of use which entitles them to use the documents for the purposes of their personal training.

### 2.

Any duplication, dissemination, forwarding to third parties or use other than for personal training is only permitted with the prior written approval of thyssenkrupp Academy. In particular the publication of audio or video data, digital presentations or scripts on publicly accessible internet portals (sharing) is prohibited. The German Copyright Act shall apply.

### 3.

No explicit or implicit assignment or granting of permissions or rights to seminar materials, software, copyrights, usage rights, trademarks or logos and their application shall be deemed to have occurred unless subsequently otherwise agreed.

### 4.

In the thyssenkrupp Academy seminars, software including electronic learning media may be used which is protected by copyright and trademarks. 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 IT systems outside the thyssenkrupp organization.

### 5.

Access data to online portals may not be passed on to third parties.

### 6.

Within the framework of its digital services thyssenkrupp Academy offers among other things various digital learning media (e.g. e-learning programs, web-based training, podcasts, videos, etc.) for knowledge acquisition. These media can be accessed and used on electronic devices.

The technical requirements for use of the digital services include a suitable web browser and, depending on the service, possibly further software. In the case of seminars with online elements, participants and Customer must at their own expense ensure the availability of

appropriate technical equipment to enable downloading of the learning materials and/or video- and audio-supported participation. The provision of access to the internet and Customer systems does not form part of this agreement.

**7.**

On receipt of registration confirmation and payment of the fee, participants shall be granted on-screen access (PC, Mac, tablet, smartphone) to the digital media content and be permitted to use it for the duration of the usage period.

**8.**

Participants may only use the digital offering for the intended purpose. In particular they undertake to keep their user name and password for accessing the service offering of the company confidential, not to disclose these data to others, not to accept or allow others to obtain these data, take all measures necessary to ensure confidentiality and in the event of misuse or loss of these data or suspicion thereof to report same to the company. In the event of suspicion of misuse or material breaches of the Agreement, thyssenkrupp Academy reserves the right to investigate these matters, take appropriate precautions and, in the event that such suspicion proves founded, to block access to the content where necessary – at least until the participant's name is cleared – and, in the case of particularly serious violations, also to terminate the contractual relationship with immediate effect. Where the participant's name is cleared, their access shall be reinstated.

**9.**

thyssenkrupp Academy shall make every effort to ensure that its online offerings (purely digital media offerings) are available at all times. However, an online platform may become unavailable temporarily due to necessary maintenance and service work or unforeseen technical problems. thyssenkrupp Academy is also entitled to undertake such work during operating hours insofar as it is necessary in the interest of participants. This may result in access to data being disrupted; thyssenkrupp Academy shall endeavor to minimize such disruptions.

## § 8 Data protection

**1.**

thyssenkrupp Academy takes the protection of personal data very seriously. All activities comply with applicable statutory provisions relating to the protection of personal data and data security.

**2.**

The personal data of participants are treated confidentially and processed in accordance with

the EU General Data Protection Regulation (GDPR) and the German Federal Data Protection Act. The data submitted by participants or Customer are stored in the thyssenkrupp Academy customer file and processed for the purposes of service performance (including billing), for program-specific purposes and for statistical analyses.

**3.**

Where required to ensure the professional conduct of a seminar and only to the extent necessary, personal data of participants are forwarded to third parties whose services are utilized for contract performance. This relates in particular to external instructors and providers of online platforms with whom thyssenkrupp Academy collaborates in the framework of its digital offerings.

**4.**

Following selected seminars, thyssenkrupp Academy sends out a list of participants with contact data (name, company, town/city, telephone number, email address) for networking purposes. Participants who do not wish to share their contact data with former participants of the seminar should notify the seminar contact nominated by thyssenkrupp Academy up to one day after the end of the seminar.

## § 9 Photo and video recordings

If photos or video recordings of participants are to be made, thyssenkrupp Academy shall obtain consent prior to the seminar.

## § 10 Liability

**1.**

During a seminar participants shall use the seminar rooms at their own risk.

**2.**

thyssenkrupp Academy shall be liable for participant claims in accordance with statutory provisions insofar as the claim is based on willful intent or gross negligence on the part of thyssenkrupp Academy, their legal representatives and/or their agents. This shall also apply in the event of physical injury and hazards to life and health caused by their legal representatives and/or agents. In the event of a breach of a material contractual obligation through simple negligence (= obligation which must be fulfilled to enable proper performance of the Agreement and which Customer regularly relies on and is entitled to expect), thyssenkrupp Academy's liability for damages shall be limited to typical damages for this type of Agreement foreseeable on conclusion of the Agreement, insofar as the claim does not relate to physical injury or hazards to life and health. In all other cases, the liability of thyssenkrupp Academy is excluded.



**3.**

Notwithstanding the preceding paragraph, thyssenkrupp Academy shall not be liable for the content of seminar materials, for accidents on the way to/from the seminar venue or for the theft of items belonging to participants during the seminar.

**4.**

No liability shall be assumed for advice given, knowledge and skills taught and the commercial usability thereof.

**5.**

Insofar as thyssenkrupp Academy assists participants with the organization of accommodation, thyssenkrupp Academy shall not be liable for the services provided by the guesthouses/hotels or for the fact that lower-priced accommodation may be available.

## § 11 Final provisions/applicable law/legal venue

**1.**

This Agreement shall be governed by the law of the Federal Republic of Germany.

**2.**

Essen has been agreed as the exclusive legal venue for all disputes arising from or in connection with the Agreement on participation in a seminar – and in connection with the conclusion of this Agreement – with merchants in the meaning of §§ 1 ff. German Commercial Code (HGB), legal entities under public law and/or special funds under public law.

**3.**

Should a provision of these General Terms & Conditions be or become void, invalid or unenforceable, this shall not affect the legal validity of the remaining provisions. In place of the void, invalid or unenforceable provision, a valid and enforceable provision shall be deemed to be agreed which most closely pursues the commercial aim intended by the Parties.

**4.**

No verbal ancillary agreements have been concluded in relation to these General Terms & Conditions. Additions or amendments must be made in writing to be valid. The written form requirement may only be waived in writing.

## § 12 Contact

The contact data are as follows: thyssenkrupp Academy GmbH, thyssenkrupp Allee 1, 45143 Essen, Germany. Email: [academy@thyssenkrupp.com](mailto:academy@thyssenkrupp.com), tel.: +49 201 844 538251. Tax ID: DE 814293152, entered in the Commercial Register of Düsseldorf local court under HRB 50486.