

OUR TERMS AND CONDITIONS

These General Terms and Conditions apply to all contracts regarding the attendance at seminars and courses of Freitag Consulting - *Performance that works* (hereinafter '*Performance that works*').

I. GENERAL PROVISIONS

1. Contracting parties

Performance that works offers are intended exclusively for companies and professionals. Consumers in the legal sense may not be a contracting party and shall be required to disclose their role as a consumer upon registration. If no such disclosure is made and *Performance that works* therefore cannot recognise the role of a consumer as such, the contracting party shall be treated as a professional. In order to be valid, consumer contracts and registrations shall require *Performance that works*' express written consent to the consumer acting as a contracting or registering party.

2. Scope

The provisions set forth on the registration form (for example, in printed brochures or online at www.performance-that-works.com) and the following contractual conditions shall apply to any contract regarding attendance at *Performance that works* events, which shall only be valid once *Performance that works* has confirmed the participant's application in writing. All contract modifications or amendments shall be made in writing. Verbal agreements shall only be binding if *Performance that works* confirms them in writing. The same shall apply to this clause.

3. Cancellation of registration by the participant

a) General

If you cannot attend a seminar for which you have registered, you may transfer to another workshop of equal value, or you may substitute attendees from your firm without penalty. You must attend within 18 months of your purchase date, otherwise no refund will be given and other fees may apply to your transfer.

It shall be possible to cancel registration two weeks prior to the respective event without any penalty. In the case of cancellations made up to one week prior to the respective event, half the total attendance fee shall be charged; in the case of cancellations received less than one week in advance, the attendance fee shall be paid in full unless another colleague from the same company participates instead.

b) Cancellation in the case of a discount agreement

If the participant has been granted a discount by *Performance that works*, said discount shall only apply to the completion of the contract. Should the participant cancel an event, the cancellation fee shall be calculated according to the full event participation fee.

aa) Participant discounts

If the client (company) has been granted a group discount, that is, based on the attendance of several participants at the same event, the following regulation shall apply: the regulations in

paragraph 3a) above all apply for each individually cancelled participant. The group discount shall no longer apply for the calculation of the remaining attendance fee; all remaining participants shall be charged the full attendance fee.

bb) Event discounts

If the client (company) has been granted a bulk discount, that is, based on the attendance of one person at several events, the following special regulation shall apply: the regulations in paragraph 3a) above shall apply for each individually cancelled event. The bulk discount shall no longer apply for the calculation of the remaining attendance fee; the full attendance fee shall be charged for each remaining event.

c) Cancellation deadline and form

In order to adhere to the deadline, cancellations shall be submitted by post, email or fax to *Performance that works*.

4. Prices and fees

The prices and fees stated (including the cancellation fees) are net prices; applicable VAT shall also be paid.

5. Event cancellation

Performance that works shall reserve the right to cancel an event for commercial or organisational reasons. In such cases, *Performance that works* shall refund all attendance fees that have already been paid. No additional reimbursement may be claimed due to the cancellation unless otherwise provided for under paragraph 5 below. *Performance that works* shall not refund any additional charges incurred as a result of the participant having to cancel or rebook transport or accommodation that they had arranged.

6. Liability

As long as it does not concern essential responsibilities as outlined in the contractual agreement, *Performance that works* shall only assume liability for damages that can be established as resulting from an intentional or grossly negligent breach of duty within the scope of the contractual agreement, and which may be defined as typically foreseeable damages. Should an event be postponed or cancelled due to force majeure, *Performance that works* shall assume no liability. *Performance that works* shall not assume liability for damages resulting from the possibly erroneous and/or incomplete content of presentations and/or event documentation.

7. Changes to the event schedule

Performance that works shall reserve the right to replace or remove individual presentations, provided such changes do not affect the overall character of the event.

8. Rejections of registrations

Performance that works shall reserve the right to reject registrations for an event and shall be under no obligation to provide an explanation for its decision.

9. Use of event documentation

All presentations and other event documentation shall be subject to copyright law. Rights to their use may only be transferred through express written consent. Should participants be provided with documentation for download, the right to use shall be restricted to the participant. The participant shall be allowed to save the files on their desktop and mobile devices as often as desired, as long as they ensure they are the only person with access to the files. Disclosure of access data shall be prohibited. Participants shall not be permitted to copy licenced materials distributed for informational, educational or training purposes. Licenced materials shall include computer programmes and/or other licenced data (or databases) in machine-readable form, as well as their accompanying documentation.

10. Audio, film and photography rights

Event participants shall grant the event organiser the permission to create, record, copy, distribute, allow to be distributed, or otherwise use all audio-visual media images, audio and/or video recordings in/on which they appear, and which extend beyond the simple recording of an event. This consent shall apply to all conventional and future media, and shall be granted irrevocably and without commercial or other recompense. Every participant has the right to object to the recording of video and audio content concerning them on grounds relating to their particular situation at any time. Such objection shall be raised with the organiser's staff at the beginning of the event or, if in the course of the event, with the person recording the video or audio content on location.

II. PROVISIONS FOR SPECIAL EVENTS AND CONDITIONS

In addition to the general provisions listed above, the respective special provisions shall also apply to the following events:

1. Online offers

- a. The content provided, be it user or educational content, may be used by registered users exclusively for their own purposes, in accordance with the agreement. It may not be copied, further used or disclosed to third parties.
- b. The provided products and services shall constitute no legally binding offer. Clicking the 'Submit' button shall constitute a binding registration or order. An agreement shall only enter into force once *Performance that works* has sent an individual confirmation. This shall also apply in the event that you submit your registration or order in some other manner (post, email, fax, telephone, etc.).
- c. Participants and users shall be obligated to keep their access data (login, password) confidential and to not provide third parties with access to their accounts. It shall not be permitted to transfer the account to a third party.
- d. Once the customer has received the access data, and the content (in full or in part) is available online, the seminar shall be considered as commenced. Therefore, cancellation may not be made from this point on. Otherwise, cancellations may be made up to two weeks after registration or order, against an administrative fee of € 50. Cancellations may be made later, but before the access data has been sent, against a fee of 50 % of the participation fee.

e. *Performance that works* shall accept no liability for the correctness and completeness of the content.

f. *Performance that works* shall reserve the right to block access in the event of breach of these terms of use. This shall also apply if the customer or participant is in default of payment.

g. By acquiring access, the named customer shall be entitled to use the account and shall acquire the licence to use the content personally. It shall not be permitted to allow other persons to use the account, even without disclosing the access data, unless multiple user licences, accounts or corporate accounts have been set up.

h. *Performance that works* shall warrant the availability of the data in accordance with the usual technical standards. However, we would like to advise that our data and services shall not always be available, through no fault of our own. We shall not be liable for cases in which our data and services are not available, through no fault of our own (for example, customer's software, hardware, firewall or bandwidth; temporary server or communication network failures; etc.). Termination or a price reduction on these grounds shall not be possible, unless the failure is the responsibility of *Performance that works* and lasts for more than seven working days.

i. Should *Performance that works* make an archive available, *Performance that works* may delete data or offers after 12 months. Should *Performance that works* make services available, *Performance that works* shall be obligated to make the archive available to the customer for up to three months after termination, if access to the archive was agreed upon with the customer.

2. In-house training

In-house training programmes may be cancelled up to eight weeks before the scheduled date, against a cancellation fee of € 500. In the case of cancellations up to four weeks before the scheduled commencement, 50 % of the participation fee shall be paid; after this date, the fee shall be paid in full. Cancellation fees for third-party service providers, in particular, those for travel costs or hotel accommodation, shall be passed on to the participant in full. Should an in-house training programme be postponed due to force majeure, as a result of illness, an accident or other injury, or due to any other speaker hindrance for which *Performance that works* is not responsible, an alternative date shall be scheduled or an equally qualified substitute speaker shall be provided after consulting with the client.

3. Event series

An event series is when a combination of several modules or events is booked in one go. In such cases, individual modules or events may not be cancelled separately. The entire booking may be cancelled up to four weeks before the first scheduled date, against a cancellation fee amounting to 3 % of the entire participation fee. In all other cases, the provisions of Section I, Paragraph 3, Sentence 2 shall apply. Participants may, with the permission of *Performance that works*, change their module bookings up to four weeks before the first scheduled date at no additional charge.

III. Closing provisions

1. The court of jurisdiction shall be Hamburg, Germany, and the applicable law shall be German law provided a contract has been entered into with a company pursuant to Section 14 of the German Civil Code (BGB).

2. The present general terms and conditions shall be governed exclusively by German law and shall exclude the UN Convention on the International Sale of Goods.

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Freitag Consulting – Performance that works