

# General Terms and Conditions for Seminars in Presence with Davit Khachaturyan

**Note:** For better readability only one gender is mentioned. However, the terms and conditions are equally valid for all genders. Nobody shall be preferred or discriminated.

## General

These GTC refer to the seminars offered by *Der Leuchtturm Vertriebs- & Dienstleistungsgesellschaft mbH*® (hereinafter: "provider") in the *presence* of Davit Khachaturyan (hereinafter: "DK"). For the *online* trainings and *online* workshops with DK offered by the provider, deviating GTC apply.

Any conflicting terms and conditions of the participant are expressly rejected. These shall not apply even if they are contained in a subsequent letter from the participant and the provider or DK do not expressly object to them.

## § 1 Prerequisite for participation

In the case of attendance seminars, the personal requirements for participation can be found in the respective announcement.

## § 2 Rejection

1. The provider is entitled to reject a contract without giving reasons, especially if a necessary relationship of trust cannot be expected.
2. The provider may withdraw from the contract with an individual participant without any claim to repayment of the participation fees if the participant behaves in breach of the contract during a seminar despite a warning, or if the participant poses a risk to the proper conduct of the seminar or to other participants. The seminar can also be cancelled by the participant at any time. (see also § 8 and § 11)

## § 3 Responsibility

With his signature the participant confirms his unrestricted capacity to act and business capacity in the sense of the regulations of the German Civil Code (BGB).

## § 4 Booking

The binding booking of participation in a seminar must be made in writing (by e-mail or fax) or via the website provided by the provider.

In the case of a seminar with a limited number of participants, registrations will be considered in the order in which they are received. In the event of cancellation of an event due to illness of the speaker, force majeure or other unforeseeable events, there is no claim to the implementation of the event.

Information and promises given orally or by telephone by the provider are non-binding.

## § 5 Copyrights

The seminar contents are protected by copyright. It is prohibited to make audio, image or video recordings during the seminar. All rights, including those of translation, reprinting and reproduction of seminar documents or parts thereof, are reserved for the provider and DK. No part of a recording or of documents provided may be reproduced in any form, including for the

purpose of teaching, in particular processed using electronic systems, distributed or used for public or private reproduction without the written permission of the provider.

Any software made available during the seminar may not be taken, copied in whole or in part, or made available for use in any unauthorized manner.

If documents and software programs are used during the seminar, they are protected by trademark or copyright laws. They may not be copied or reproduced by means of renewed electronic recording.

## § 6 Seminar fees, due date

The prices published at the time of booking shall apply. All prices include the statutory value added tax. The seminar fee is due upon receipt of the booking confirmation within 7 days without deduction by advance payment, but no later than 7 days before the start of the seminar. If the booking is made 7 days or less before the start of the seminar, the seminar fee is due immediately and without deduction.

When registering via the website provided by the provider, payment can be completed immediately via PayPal, credit card or other payment methods provided in each case. In case of late payment of 7 days or more, a late payment fee of 5€ will be charged.

## § 7 Withdrawal, rebooking, non-appearance of the participant

Participants may withdraw from the contract at any time. Conclusion of the contract is the day of sending the written booking confirmation to the participant. Cancellation is only possible in writing (e-mail / letter / fax). In the event of a withdrawal, the provider will charge the following fees:

- Cancellation up to 2 weeks before the start of the event: 15% of the net participation fee plus VAT, unless the participant has exercised his/her right of withdrawal (see § 10).
- Cancellation 2 weeks or more before the start of the event: the full net participation fee plus VAT.

If the participant is prevented from attending the event due to sudden illness of the participant, force majeure or other unforeseeable and serious events, the provider may waive the above fees by providing evidence thereof.

A participant who does not show up for the seminar or does not show up in part is generally obligated to pay the full fees.

## § 8 Date cancellations/date changes

If the seminar cannot take place as planned for organizational reasons, the provider will inform the participants immediately. Fees already paid will be refunded in full or retained for an alternative date, provided the participant wishes to participate in the alternative date. There are no further claims of the customer or the participants against the provider.

## § 9 Failure of the service on the part of the provider

The provider reserves the right to postpone or cancel a seminar in case of insufficient number of participants until 5 days before the start of the event. In case of postponement, the participant will be granted a free rebooking or cancellation. In case of cancellation of the service, the participant will be fully reimbursed for the participation fee paid or the invoice will be cancelled if the participation fee is still outstanding. Costs already incurred by the participant, e.g. for travel or accommodation, remain unaffected.

## § 10 Cancellation

Consumers are entitled to a right of revocation, even if the booking is made via the website of the provider. Further information on the exclusion of the right of revocation can be found in the withdrawal policy.

### **Cancellation policy**

**In deviation from the exclusion of the right of revocation according to § 312g para. 2 BGB (German Civil Code)**, the provider voluntarily grants the participant a 14-day right of revocation until 28 days before the start of the event.

It is hereby expressly pointed out that a revocation must be made in writing (e-mail, fax, contact form) to:

Der Leuchtturm Vertriebs- & Dienstleistungsgesellschaft mbH®  
Lerchenweg 21, 50226 Frechen  
Email: [info@david-online.eu](mailto:info@david-online.eu)  
Phone: +49 2234 937125 7  
Fax: +49 2234 937125 9  
Contact: <https://www.david-online.eu/david-online/contact/>

The revocation period begins from the day of the conclusion of the contract. To comply with the cancellation period, it is sufficient for the participant to send the notification of the exercise of the right of cancellation before the end of the cancellation period.

**If the contract is concluded less than 28 days before the start of the event, the right of revocation does not apply.**

#### **Consequences of revocation:**

If the participant revokes the contract, the provider shall refund to the participant all payments that the provider has received from the participant within 10 days, starting from the day of receipt of the revocation by the provider. A repayment in cash is excluded.

#### **End of the cancellation policy**

## § 11 Liability

1. The provider plans and conducts the seminar with appropriate care. Liability towards the participants and their objects and methods used in the seminar is excluded, unless there is gross negligence or intent on the part of the provider or his vicarious agents. The limitation of liability for intent and gross negligence applies to contractual claims as well as claims in tort, but not for personal injury. The participant is liable to the extent permitted by law for damage to inventory, systems and data of the provider or third parties caused by employees from his area or himself. The participant is obligated to notify the provider in a timely manner of the possibility of extraordinary damage.
2. Neither the Provider nor DK shall be liable for the fact that certain qualifications can be achieved through participation in the seminar. Neither the Provider nor DK assume liability for the timeliness, correctness, completeness, or quality of the conveyed contents.
3. The provider is not liable for the uninterrupted accessibility of the seminar offered by him. Liability claims due to material or non-material damages against the provider and DK, which were caused by the use or non-use of the training or information offered or

by the use of incorrect or incomplete information by the participants, are generally excluded.

4. In all other cases, the Provider shall only be liable if essential contractual obligations (cardinal obligations) are violated. In this case, damages are limited to the typically foreseeable damage. The Provider and DK shall not be liable for atypical or unforeseeable damages.
5. **Participation in the seminar is at the participant's own risk. All participants bear full responsibility and liability for the application of seminar contents.**

## § 12 Telemedia law / Liability for links

The provider has no influence on the design and content of websites or programs used by third parties and accepts no liability for them. Should illegal content be found on websites or in programs linked by the provider or used to conduct the seminar, the provider will immediately remove the links to these offers or programs after becoming aware of the illegality of this content.

## § 13 Services and Guarantees

The provider and DK undertake to perform in accordance with the respective seminar description. The design of the respective events is the sole responsibility of DK. A guarantee of success for the conveyed contents cannot be granted.

## § 14 Confidentiality

1. The provider and DK are obligated to treat information of a personal or professional nature of the participants as confidential and to have their employees or vicarious agents sign a corresponding declaration of obligation upon request. If one of the employees or vicarious agents violates this obligation, the Provider shall fulfil any obligation to compensate the Customer arising therefrom by assigning to the Customer the recourse claims arising against the employee or vicarious agent.
2. Participants are also obliged to treat as confidential any knowledge of a private or professional nature gained during the event about other participants or DK and the Provider's employees or vicarious agents.

## § 15 Data protection

Your data will be used exclusively for the purposes stated in the data protection declaration. The participant confirms to have read and accepted the privacy policy at <https://www.david-online.eu/en/privacy-policy/> to have taken note of it.

## § 16 Partial invalidity or incompleteness

Should individual provisions of this contract be invalid, incomplete or unenforceable or become invalid, incomplete or unenforceable after conclusion of the contract, the validity of the rest of the contract shall remain unaffected.

## § 17 Choice of law and place of jurisdiction

This Agreement shall be governed exclusively by the laws of the Federal Republic of Germany. German law shall apply to all legal disputes in connection with the contract or its validity. If the participant is a merchant the parties agree that the courts having subject-matter jurisdiction at the registered office of the provider shall have exclusive jurisdiction over any disputes whatsoever arising out of or in connection with this contract or its performance. This also applies if the participant is domiciled abroad. The place of performance is Frechen, Germany.

9 May 2023