

# General terms and conditions for weekly online workshops with Davit Khachaturyan

**Note:** For better readability, only one gender is addressed at a time. The terms and conditions apply equally to all genders. No one is to be favoured or discriminated against.

## General

These GTC refer to the online workshops offered by *Der Leuchtturm Vertriebs- & Dienstleistungsgesellschaft mbH*® (hereinafter: "Provider") to the online workshops with Davit Khachaturyan (hereinafter: "DK").

For the training courses, workshops and seminars offered by the provider with DK as face-to-face events shall be subject to deviating GTC.

Conflicting GTC of the participant are expressly contradicted. These shall also 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 online workshops, the personal requirements for participation are to be taken from the invitation to tender.

## § 2 Rejection

1. The provider is entitled to reject a conclusion of 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 a prepayment if the participant during a workshop behaves contrary to the contract despite a warning or if the participant's behaviour poses a danger to the proper conduct of the workshop or to other participants. The workshop 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 his legal capacity within the meaning of the provisions of the German Civil Code (BGB).

## § 4 Booking

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

In the case of a workshop with a limited number of participants, registrations will be considered in the order in which they are received.

If a workshop is cancelled due to illness of the speaker, force majeure or other unforeseeable events, there is no claim to the event being held.

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

## § 5 Technical requirements of the participants

Participation in the workshop requires compliance with technical prerequisites, which are

specified in the respective workshop description. The participant undertakes to comply with these minimum technical requirements, to check in good time before participation whether the connection to the virtual training room can be established and if necessary, to rectify existing technical faults. The access to the test server (if agreed as training content) is provided by the Provider. A reimbursement of the participation fees in the event of technical problems, lack of technical requirements or connection problems on the part of the participant is excluded.

## § 6 Access to the online training

The participant receives general or individual access data to the virtual training room from the Provider by e-mail as soon as the receipt of payment of the participation fee has been established and then the participant is entitled to use it. The participant is obliged to protect the access data from unauthorised access, regardless of whether the access data is general or individual.

Passing on the access data to other persons is prohibited. In the event of a case of infringement, it is at the discretion of the Provider to apply §2.2.

The participant shall be liable to the provider for the damage caused by the disclosure of the access data, in particular for the participation fees lost by the provider as a result.

## § 7 Workshop fees

The prices published at the time of registration shall apply. All prices are including the statutory value-added tax. The amount is due upon receipt of the booking confirmation immediately and without deductions. When registering via the website provided by the Provider payment can be completed immediately via PayPal, credit card or other provided payment methods.

After the receipt of payment of the participation fee has been established, the participant will receive an invoice and the access data to the virtual training room.

## § 8 Withdrawal / Rebooking

Cancellation of the contract must be communicated to the Provider in writing by e-mail, fax or via the contact form and is possible free of charge until the end of the publicly stated registration period. After this time the Provider will charge cancellation costs in the amount of the participation fee.

If the participant is prevented from attending the event due to sudden illness, force majeure or other unforeseeable and serious events and is providing evidence thereof the Provider may waive a claim for cancellation costs.

## § 9 Cancellation / Change of date

If the workshop date cannot take place as planned for organisational reasons, illness of the speaker, force majeure or other unforeseeable events, the participants will be informed immediately by the Provider. Fees already paid shall be refunded in full or retained for an alternative date, provided the participant wishes to take part in the alternative date.

The customer or participants have no further claims against the Provider.

## § 10 Right of revocation

In principle, consumers do not have a right of revocation, even if the booking is made via the website of the Provider. Further information on the right of withdrawal can be found in the cancellation policy.

### **Cancellation policy**

The offer of the provider is directed at entrepreneurs, i.e. natural or legal persons or partnerships with legal capacity, who are acting in the exercise of their commercial or self-employed professional activity, as well as to customers who order the services offered in their capacity as consumers. Consumers do not have a statutory right of revocation in accordance with the legal statutory provisions, as the right of revocation is excluded by law in the case of scheduled leisure activities (§ 312g para. 2 no. 9 BGB).

A consumer is any natural person who concludes a legal transaction for purposes which are predominantly neither commercial nor self-employed.

#### **Right of withdrawal for consumers:**

The supplier grants consumers a voluntary right to cancel the binding booking until the end of the publicly stated registration period. To exercise the right of withdrawal, the consumer must inform the Provider of his decision to withdraw from this contract by means of a clear declaration by e-mail, fax or contact form under

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To comply with the revocation period, it is sufficient to send the notification of the exercise of the right of revocation before the expiry of the revocation period.

#### **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 14 days, starting from the day of receipt of the revocation by the Provider.

In no case will the customer be charged for this repayment.

## § 11 Property rights

The workshop contents are protected by copyright. It is prohibited to make audio, video and screenshots of the workshop. All rights, including those of translation, reprinting and reproduction of workshop documents or parts thereof are reserved for the Provider and DK. No part of a recording or of documents provided may be reproduced, distributed or used for public or private reproduction in any form without the written permission of the Provider, even not for the purposes of teaching, in particular by using electronic systems.

Any software made available during the workshop may not be taken, copied in whole or in part or made available for use in an unauthorised manner.

If documents and software programmes are used during the workshops, they are protected by trademark rights or copyrights. They may not be copied or reproduced by means of electronic recording.

## § 12 Telemedia law / Liability for links

The Provider has no influence on the design and content of websites or programmes of third programmes used by third parties and accepts no liability for them. Should there be any illegal content on websites or in programmes linked by the Provider or used for the implementation of the workshop, the Provider will immediately after becoming aware of the illegality of these contents remove the links to these.

## § 13 Liability

1. The Provider shall plan and conduct the Workshop with the reasonable care. A liability towards the participants and their objects and methods used in the workshop is excluded, provided there is no 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 to claims in tort, but not to 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 or her area or by himself or herself. The participant is obliged to inform the Provider in good time of the possibility of extraordinary damage.
2. Neither the Provider nor DK shall be liable for the fact that through participation in the online workshop qualifications can be achieved. Neither the Provider nor DK assume liability for the up-to-dateness, correctness, completeness or quality of the 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. In particular, the provider shall not be liable for the legal provisions applicable to online events at the participant's location or for failure to comply with them. Even if for the effectiveness of individual online events, larger groups are desirable in each case at one location legal provisions always take precedence. These include in particular Corona requirements or other legal restrictions on freedom of assembly. (see also § 3)

## § 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 Services and Guarantees

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

## § 16 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/>

## § 17 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.

## § 18 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.

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