

General Terms and Conditions for Seminars as carried out by greentech.training (hereinafter "Greentech") [04.2023]

§ 1 General

1. These general terms and conditions apply to all contracts between Greentech and the buyer or purchaser - hereinafter referred to as Customer - for analogue or digital services such as seminars, workshops and webinars (hereinafter collectively referred to as "training"). These general terms and conditions do not apply to courses offered as part of the Bridging Program.

§ 2 Scope & Terms

1. In-house seminars are training events held on the Customer's premises or on premises rented by the Customer. The Customer is responsible for the organisation of the seminar, including the necessary seminar equipment (such as projector, etc.), the invitation and the catering of the participants. Greentech only provides the speaker and the seminar documents.
2. Webinars are digital live training events.

§ 3 Acceptance & Contract Conclusion

1. Unless otherwise stipulated below, the following applies: Offers by Greentech in publishing catalogues, brochures or on the Internet do not constitute a binding offer to conclude a contract, but only a non-binding invitation to the Customer to submit an offer to conclude a contract.
2. By clicking the button "PAY" or by registering by e-mail, telephone, fax or other means of communication, the Customer makes a binding offer to conclude a contract for the services included in the registration process. Even a confirmation of receipt of the registration by e-mail does not constitute acceptance of the offer.
3. The contract shall only be concluded upon acceptance of the Customer's offer by Greentech by means of a separate declaration of acceptance or, at the latest, upon provision of the respective service.
4. In the case of in-house seminars, Greentech may provide the Customer with an individual seminar offer at the Customer's request. Unless

otherwise stated, such an offer shall be valid for 21 days from its receipt by the Customer.

5. The contract is concluded when the Customer places the order.

§4 Training Preparation & Organisation

1. The in-house seminar fee includes the booked training as well as the training documents.
2. The Customer shall provide appropriate catering (lunch, coffee breaks and refreshments) as well as the local conditions (premises, equipment, etc.) specified in the offer.
3. To participate in webinars, the Customer must meet the technical requirements for delivery (e.g. stable Internet connection, current browser version, loudspeaker or headset, etc.). The Customer is responsible for checking and ensuring such technical requirements.
4. Any failure of the Customer's technical requirements, if necessary also during the webinar, shall not release the Customer from the contractual obligation to pay.
5. The Customer is obliged to store the access data carefully, not to pass them on to unauthorised third parties and to protect them from access.
6. The Customer is furthermore obliged to keep the registration data provided, in particular the contact data, up to date.

§5 Cancellations

1. Cancellation up to 30 days before the start of the training can be made free of charge.
2. Cancellations made between 15 and 29 days before the start of the training: 50 % of the in-house seminar fee plus VAT.
3. Cancellation within 14 days before the start of the training: 100 % of the in-house seminar fee plus VAT. This also applies if the registered participant does not attend.
4. Instead of a cancellation, a rebooking to another date - if available - may be made free of charge in consultation with Greentech. Rebooking is only possible once within the current calendar year..
5. It is possible to name a substitute participant free of charge at any time instead of cancelling.
6. Cancellations and rebookings must always be made by e-mail only. These will be confirmed in writing by Greentech. Cancellation fees will be

offset in the corresponding amount against any fee deposits already made.

§6 Training Content

1. The instructors shall conduct the training exclusively in the name of and on behalf of Greentech.
2. If the Customer is interested in additional and/or follow-up training courses with the instructors used, the booking is to be made through Greentech, as must new orders for a period of 24 months from the end of the training.
3. Digital certificates of attendance will be sent by Greentech after the seminar.
4. The receipt of a certificate of attendance is only possible if a participant has attended the entire training. It is not possible to divide the course among several participants. Partial booking is only possible in exceptional cases and on request.
5. The training is conscientiously prepared and conducted by the instructors. Greentech assumes no liability for the timeliness, correctness and completeness of the documents or the implementation of the training courses.

§7 Postponement & Suspension

1. All training courses correspond to the binding scope and content specified in the individual offer, subject to necessary changes of an organisational or content-related nature, insofar as these do not significantly change the overall character of the training course.
2. Greentech may, at its own discretion, replace the initially intended speaker(s) and/or seminar leader(s) with equally qualified persons.
3. Greentech is entitled to cancel or postpone training courses in agreement with the customer for reasons for which it is not responsible, in particular if the minimum number of participants is not reached, in the event of illness of the speaker/trainer or other failures for which it is not responsible (e.g. maintenance work, internet failure, etc.). Notification shall be made immediately by e-mail to the Customer's existing contact details.
4. Cancellation through no fault of Greentech does not lead to claims for compensation by the Customer for wasted expenses (e.g. travel costs,

room rental). Furthermore, this does not lead to a right of withdrawal on the part of the Customer. Rather, both parties shall endeavour to determine a prompt replacement date.

§8 Copyright

1. Greentech shall remain the owner of all copyrights, whether in written or electronic form, which have been provided to the Customer in the course of the performance of the contract.
2. Trademarks of Greentech may not be used without its consent, with the exception of certificates issued by Greentech.
3. The Customer shall remain the owner of all copyrights, whether in written or electronic form, which have been provided to Greentech in the course of the performance of the contract. This includes any documentation supporting their registration where such copyright exists.
4. With regard to the Greentech website, as well as any updates, upgrades and extensions supplied for these, the Customer shall be granted a non-exclusive, non-transferable right of use to the extent necessary for the proper operation of the training.
5. The Customer is not permitted to use the website in any other way, in particular to modify, edit, reproduce or translate it or to convert object code into source code.
6. Seminar documents or parts thereof may not be reproduced or made publicly accessible without the consent of Greentech, but may only be used for private or other own use.
7. Photo or video recordings will be made of training. These recordings will only be made available to the participants of the training.
8. If the Customer does not consent to a recording of him/herself or to the uploading of the content, he/she must contact the trainer.
9. Should the recordings be used for advertising purposes, Greentech shall obtain the Customer's consent separately.

§ 9 Data Protection & Consent

1. Greentech shall use the personal data provided by the Customer (e.g. name, address, e-mail address, telephone number, videos) confidentially and in accordance with the applicable legal provisions, in particular the German Data Protection Ordinance, the German

Federal Data Protection Act and the German Telemedia Act.

2. Personal data necessary for the smooth running of the program and associated recruitment process shall be stored and, if necessary, passed on to training partners for the execution of the training.
3. Where data is forwarded to third parties for the performance of the contractual services in a form that is not anonymous, Greentech has concluded agreements with these companies that comply with the requirements of the German laws for commissioned data processing.
4. The participant shall have the opportunity to select which data is shared with cluster partners once the participant has been added to the databank and, where possible, revoke the sharing of this data.
5. The participant is entitled to request information on the status of their stored data at any time.
6. Any data generated through the program may be read, evaluated, processed and stored for the purpose of service provision, including the further development of the program.
7. The participant shall be entitled to object to the use, processing, storage and transmission of their data at any time vis-à-vis Greentech or to revoke any consent granted, insofar as the processing of data is not required for the performance of the contractual services.

§ 10 Final Provisions

1. Individual conditions that deviate from these general terms and conditions shall in principle not be recognised unless they are confirmed expressly in writing.
2. Neither this document nor the relationship between Greentech and the Customer constitutes a contract of employment or partnership.
3. Should any provision of these general terms and conditions be invalid, this shall not affect the legal validity of the remaining provisions.
4. The place of jurisdiction shall be Berlin.
5. The law of the Federal Republic of Germany shall apply.

§ Right of Withdrawal

1. Consumers have a statutory right of withdrawal in the case of distance contracts (contracts in which the entrepreneur or a person acting in his name or on his behalf and the consumer exclusively use means of distance communication for the contract negotiations and the conclusion of the contract).
2. A consumer within the meaning of § 13 of the German Civil Code (BGB) is any natural person who enters into a legal transaction for purposes that are predominantly neither commercial nor self-employed.
3. If you withdraw from this contract, Greentech must refund all payments we have received from you immediately and at the latest within 14 days of the day on which we received notification of your withdrawal from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you. In no case will you be charged for this repayment.
4. If we have already started providing the service at your request during the withdrawal period, you must pay us an appropriate amount which corresponds to the proportion of the services (seminars, workshops and webinars) already provided by the time you notify us of the exercise of the right of withdrawal with regard to this contract compared to the total scope of the services provided for in the contract.
5. If you wish to cancel the contract, please do so by e-mailing us at info@greentech.training with the following message completed as per your purchased service:

I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following service (*):