

## 1. Scope:

The following terms and conditions for training apply to all training courses, seminars or workshops by GEDA GmbH (referred to as "GEDA" in the following). The General Terms and Conditions of Business (T&C - <https://www.geda.de/agb-aeb/>) of GEDA also apply. In case of a contradiction between individual provisions of these two documents, the provisions in the GEDA T&C will apply.

## 2. Prerequisites for participation:

With their registration, the participant confirms that they meet the respective conditions for participation for this event. These are set out in the respective training descriptions.

The minimum number of participants for open training courses is four (4) persons. For customer-specific training courses, the number of participants will be agreed individually.

Places are allocated on a first-come, first-served basis.

GEDA reserves the right to make changes to content or organisational aspects, including a possible cancellation of the event (e.g. due to not enough participants, illness of the instructor or act of God).

The participant will receive a confirmation of registration after the registration has been received.

## 3. Prices, rebooking:

The prices and fees stated for each event are net prices; the statutory VAT will be added to this net price. The payment is due upon receipt of the invoice by the participant. Payments must be made in full to one of the accounts listed on the invoice.

If a participant cancels, GEDA has the right to charge the following cancellation fees:

Cancellation up to 14 days before start of the course:	50 % of the training fees
Cancellation up to 7 days before start of the course:	75% of the training fees

If a registered participant does not attend the training course without prior cancellation, 100 % of the training fees will be charged.

A replacement participant can be nominated free of charge upon prior agreement. Rebooking to another course date is possible free of charge upon prior agreement.

## 4. Accommodation/travel:

Any costs for travel and accommodation must be paid by the course participant.

Unless expressly stated otherwise in the description of the respective event, the course fees include refreshments during breaks and a lunch with an alcohol-free beverage (full-day courses only) as well as the costs for the training documentation.

## 5. Training documentation/copyright:

GEDA reserves the right to adapt the content of the courses/seminars and documentation to the state of the art without prior notice. This can result in deviations from the training/course descriptions in individual cases.

The training documentation and the training content are protected by copyright. Copying training/course documentation for non-approved purposes as well as forwarding, utilisation and disclosing of their content to third parties are not permitted. Software provided by GEDA during the courses for training purposes must not be removed or copied, as a whole or in part, or made usable in any other unapproved manner. Video recordings, photographs or audio recordings are not permitted during the courses. Violations will result in an obligation to pay compensation.

## 6. Privacy information pursuant to § 13 GDPR for training participants

### 6.1. Identity and contact details of the controller

GEDA GmbH  
Mertinger Straße 60  
86663 Asbach-Bäumenheim  
Germany  
Phone: +49 906 9809-0  
Fax: +49 906 9809-50  
E-mail: [info@geda.de](mailto:info@geda.de)

### 6.2. Contact details of the data protection officer

GEDA GmbH  
Data protection officer  
Mertinger Straße 60  
86663 Asbach-Bäumenheim  
Germany  
E-mail: [datenschutzbeauftragter@geda.de](mailto:datenschutzbeauftragter@geda.de)

### 6.3. Purposes of the processing and legal basis

Generally we process the following personal data related to training participants: Contact information, such as full name, work email address, function and data from postal, electronic and telephonic communication.

#### Processing in the context of contractual obligations:

We collect and process your personal data to initiate contractual relationships and to fulfil our contracts (Art. 6 (1) (b) GDPR).

#### Processing due to legitimate interest:

We collect and process your personal data insofar as it is necessary to protect our legitimate interest (e.g. for advertising purposes) or legitimate interest of a third party (Art. 6 (1) (f) GDPR).

#### Processing due to explicit consent:

In addition we collect and process your personal data, if you have given explicit consent to the processing of those personal data (Art. 6 (1) (a) GDPR).

### 6.3. Data transfer

We disclose your personal data within our company to the divisions that need this data to fulfil the contractual and legal obligations or to implement our legitimate interests. A transfer of personal data to a third country does usually not take place.

#### Transfer to third parties only occurs:

- if you have given explicit consent to this data transfer
- if we are authorised or obligated by legal or regulatory obligations
- to commissioned processors, which are active for our company (e.g. IT services)
- to external service providers (e.g. logistic and printing services)

#### 6.4. Data storage

We adhere to the principles of data avoidance and data economy. Therefore, we only save your personal data for as long as it is required to achieve the purposes stated here or for the various specified storage periods as envisaged by the legislators. In accordance with statutory provisions, after the termination of the specific purpose or expiry of these periods the relevant data are routinely blocked or deleted.

#### 6.5. Your rights in relation to data processing

You have the right at all times to receive information free of charge concerning your personal data saved with us. You also have the right to correct, delete, restrict the processing, the right to object to the processing and the data portability right. You are further entitled at any time to withdraw your consent for the use of your personal data with future effect.

Please contact our data protection officer for this purpose. The contact details are listed under Point 2. Contact details of the data protection officer. You also have the right to complain to a supervisory authority. For GEDA the Bayerische Landesamt für Datenschutzaufsicht (BayLDA) (<https://www.la.bayern.de>) has responsibility for this.

### 7. Liability:

The training courses are conducted based on the state of the art. Nevertheless, GEDA accepts no liability for the content of the training documents and the content covered in the courses being correct, up-to-date and complete, and for the application of the acquired knowledge. GEDA also accepts no liability for any damage and consequential damage resulting from this.

GEDA is liable for damage arising from death, injuries and damage to health as well as for damage resulting from intent or gross negligence as well as for damage caused by failure to comply with a provided warranty or due to a defect concealed with fraudulent intent. This also applies to the legal representatives or agents. With limitation to compensation for the typically contractually foreseeable damage, GEDA is liable for such damage as results from slightly negligent infringement of essential contractual obligations by GEDA or its legal representatives or agents. Such essential contractual obligations are the obligations which, if fulfilled, allow correct execution of the contract and on which the participant can regularly rely.

For other cases of slightly negligent behaviour, the liability of GEDA is limited to € 1,000,000.00 € per claim.

Other claims for damages by participants are excluded.

### 8. Safety regulations:

The training participants are obligated to observe and comply with the safety and accident prevention regulations on the GEDA company premises and with the applicable local provisions, in particular the access regulations. As far as this goes, GEDA employees have the authority to issue directives to the participants.

### 9. Miscellaneous:

German law applies exclusively. Any disputes arising hereunder will be settled before a competent court of law in Augsburg, Germany.