
General Terms and Conditions for Events (GTC-E) for seminars, workshops, trainings and other events of Software Quality Lab Academy

General

The organiser is Software Quality Lab Academy GmbH, 4040 Linz, Gewerbepark Urfahr 6, Tel. +43 50657-400, e-mail: backoffice@software-quality-academy.com.

The organiser may utilise event surfaces based on a rental agreement with the owner of the event location.

All participations in events shall be subject to these General Terms and Conditions as well as the terms and conditions of the relevant landlord of the event location. The latter are available from the organizer on request.

With your registration and participation in events you accept these General Terms and Conditions for Events.

For inhouse-events the GTC of Software Quality Lab Academy will be valid additionally subordinated to this GTC-E.

Registration

Registration is possible in writing by letter or by e-mail. If the organiser can assume based on the data provided in the registration form, that the undersigned person is appropriately authorised to register, the organiser shall not be obliged to explicitly verify the legal validity of the signature.

Registrations by letter shall be binding upon receipt of the same by the organiser. Registrations by e-mail shall be binding upon delivery of the registration e-mail to the organiser and a confirmation of registration being sent by the same.

With his binding registration, the participant accepts these General Terms and Conditions as binding. He shall be responsible for ensuring that any persons attending the event as a substitute and any persons employed by him at the event shall also receive the entire contract.

Unless explicitly specified otherwise in the description of the event, registrations for an event are possible at any time.

Any data recorded within the scope of the registration shall be processed electronically in observance of the Data Protection Act.

Cancellation, Non-attendance, Rebooking, Time Adjustment

Unless regulated otherwise in the registration form or description of the event, the following regulation shall apply:

If an event is **canceled by the organizer**, the participant has the right to reimbursement of participation fees already paid in full. There is no further claim for reimbursement, price reduction or compensation.

Events can be done as **online training** (webinars) by the organizer e.g. in the event of a trainer failure or other unpredictable situations. If an event that was previously booked as a face-to-face event, then for reasons that are organizers are held, as the online event is held, the participants concerned have the right to receive the difference to a possibly cheaper online event list price as a price reduction. There is no further claim for reimbursement or compensation.

Events can also be **postponed by the organizer** for certain reasons (location or time). In the event of a local shift within a radius of up to 50 km from the original event location or a time shift up to 24h, there is no entitlement to reimbursement, price reduction or compensation. In the event of a time delay of more than 24h or local relocation of more than 50 km from the original venue, there is a right to a price reduction of 15% on the respective paid event price or a voucher valid for 6 months after the exhibition in the amount of the paid seminar price. There is no further claim for reimbursement or compensation.

Cancellations by the costumer or attendee have to be done at the addresses stated on the website, legally valid signed in written form, via fax or via email (with a reading confirmation of Software Quality Lab).

In case of cancelling participation in a **public seminar** up to eight weeks prior to the event, no cancelling fee will be charged. If cancellation is made up to four weeks before the seminar 20 per cent, based on total value of the seminar, will be invoiced, 50 per cent if cancellation is made two weeks prior to the event. Thereafter, any cancellation made less than 14 full days will result in the total payment. If a rebooking to another date has been agreed with the participant, the full seminar fees as well as the 20% of the seminar fee will also be billed as a postponement fee at the time of postponement. A cancellation of the postponed appointment is no longer possible. However, if the participant can't participate, a substitute participant can be named.

In case of cancelling participation in an **in-house seminar** up to twelve weeks prior to the event, only noncancellable costs (e.g. flight, rooms, hotel) will be charged. If cancellation is made up to four weeks before the seminar 50 percent based on total value of the seminar plus noncancellable costs, will be invoiced. Thereafter, any cancellation made less than 4 weeks will result in the total payment.

If the time of an in-house seminar is changed by the customer, for each change 50 percent of the above mentioned cancellation fee plus noncancellable costs will be charged additionally to the total value of the seminar.

If a participant is not able to attend, another person may be appointed prior to the start of the seminar without charging additional costs.

Terms of Payment

Unless stated otherwise, all prices are exclusive of the statutory sales or value added tax.

The invoiced amounts shall be due within 14 days of the invoice date, but in any case (even in the case of registration shortly before the event) not later than 3 workdays before the start of the event without deductions.

Objections to the invoice can only be considered if they are made to the organiser in writing within 14 days of receipt of the invoice.

In the event of default, default interest at a rate of 7% over the EURIBOR rate shall be due.

Liability

The organiser shall only accept liability - under any legal title whatsoever - for malice or gross negligence or on acceptance of a written warranty or in the event of breach of a major contractual obligation. In the event of a breach of a major contractual obligation or acceptance of a written warranty, however, the right to claim damages shall be limited to any such foreseeable damages that the major contractual obligation or accepted warranty aims to prevent from occurring. In any case the claim for damages shall be limited - where permissible by law - to an amount of EUR 5,000.- in total.

The event location shall be controlled and monitored by the organiser's employees to the extent usual for such events. Outside the event hours and in the breaks, the participant must take all personal documents and items with him or place them in safekeeping himself. The organiser shall not accept any liability for losses and damage.

Performance and Non-performance

Unless stated otherwise in the relevant event description or in the offer, the following regulation shall apply:

The participation fees include participation in the seminar, the costs of materials for the participants, as well as refreshments in the breaks and lunch. In the case of a public event, the costs of renting the location and the equipment required for holding the event shall also be included in the price.

The price shall not include the costs of any third-party certification, participants' travel expenses, accommodation or other costs for the participants.

The events shall generally be organised in the form and with the contents stated in the event description. Any changes resulting from updates or further development of the events or for organisational reasons are reserved.

In-house Seminars

Is an in-house seminar offered and ordered only the participation of employees of the client is allowed. For participants who are not employees of the client, the client will be charged - for each of this participant - the regular price for a public seminar in addition to the in-house price.

E-Learning Courses

When purchasing an e-learning seminar, access to the course materials and videos is provided for 4 months (120 days). The license period begins upon receipt of the access data.

The Service and all content accessed through the Service is for your personal and non-commercial use only and may not be shared with anyone. During your access, we grant you a limited, non-exclusive and non-transferable right to access the Service. Other than that, no right, title or interest is transferred to you. No part of the documents or videos may be reproduced or processed using electronic systems, duplicated, distributed or used for public reproduction in any form, including for the purposes of teaching, without express written permission. The client/customer is exclusively granted the right to use the documents, documentation, videos, etc. for their own personal purposes.

To use the service, you need Internet access and a compatible device. The display quality of the content may vary depending on the device and is dependent on various factors, such as your location, the available bandwidth and/or the speed of your internet connection. The availability of HD, Ultra HD and HDR picture quality depends on your internet service and device. The minimum speed for watching content in HD video quality (defined as a resolution of at least 720p) is 3.0 Mbps per stream. However, a faster connection is recommended for better picture quality. A connection speed of at least 5.0 Mbit/s (defined as a resolution of at least 1080p) is recommended for receiving content in Full HD video quality. A connection speed of at least 15.0 Mbps (defined as a resolution of at least 4K) is recommended for receiving Ultra HD video quality content. You are responsible for all charges associated with internet access. Please contact your internet service provider for more information on any data usage charges. The time it takes for content to start playing depends on various factors such as your location, the available bandwidth at the time of playback, the content selected and the configurations of your compatible device.

Software Quality Lab Academy accepts no liability for technical faults in the operation of videos. The temporary failure or temporary unavailability of the course environment therefore does not entitle the client/customer to withdraw from the contract or to claim damages.

Your password is for your personal use only and must be kept confidential. To prevent access by unauthorized persons, you may not disclose the password to third parties. You agree to provide and maintain accurate information regarding your account, including a valid e-mail address, so that we can send you notices related to the account. To protect you and Software Quality Lab Academy from identity theft or other fraudulent activity, Software Quality Lab Academy may terminate your membership or temporarily suspend your account.

Other Provisions

All materials (print and electronic versions) provided within the scope of the event are intended exclusively for the personal use of the participant. Translation, reprinting, reproduction, dissemination and other utilisations subject to the owner's consent in accordance with copyright law (even in parts) are not permitted without the written consent of Software Quality Lab.

All rights to the materials remain with Software Quality Lab or the respective other holder of rights to the materials.

Advertising or the distribution of advertising materials is not permitted within the scope of the entire event unless agreed otherwise in writing with the organiser.

The organiser is entitled to produce photographs, drawings as well as film and video recordings of the event and of individuals at the event or to have the same produced and to use these for image and advertising purposes (e.g. flyers, folders, websites, articles, brochures, books, fairs, booths, give-aways, etc.) or press releases as required.

The organiser is entitled to use written feedback for marketing purposes, unless specifically contradicted, which is handed in by the participants within an event.

The contractual partners mutually waive the right to contest this agreement for any reason whatsoever.

Side agreements shall be invalid. Any amendments to the contract must be in writing. A waiver of this formal requirement can also be agreed only in writing.

The contractual partners furthermore explicitly agree that the rights and obligations under this contract shall be binding upon any legal successors in title.

Only the German text of this contract that is published at the Software Quality Lab website shall be binding. Any

translations thereof shall not be binding.

Limitation: Any claims against the organiser shall be barred by limitation 6 months after the last day of the relevant event, unless peremptory statutory provisions regulate otherwise.

Should individual provisions of this contract be invalid, this contract as a whole shall nonetheless remain valid. In such a case the invalid provision of the contract shall be replaced by an effective analogous provision that is most likely to achieve the intended economic purpose of the invalid provision.

Should any gaps requiring amendment be discovered in the implementation of this contract, the contractual parties undertake to fill such gaps so that the intended economic purpose is achieved.

Agreed rights and obligations shall not be changed or cancelled nor any new rights and obligations substantiated due to any conduct in deviation from the contract.

The court of jurisdiction in Linz/Austria is agreed as the venue for any disputes arising from the fulfilment of this contract and from the contract.

The contractual parties agree that the contract shall be governed exclusively by Austrian law.