

## Terms of Use for Wikademy® Events

### 1. Scope of Application

The business relationship between WIKUS-Sägenfabrik Wilhelm H. Kullmann GmbH & Co. KG ("WIKUS") and the customer shall be governed by the following General Terms and Conditions in the version valid at the time of the order. Any deviating or supplementary general terms and conditions of the customer shall not become part of the contract unless Wikus expressly agrees to their validity.

The Wikademy® Terms of Use only apply to customers who are entrepreneurs within the meaning of § 14 of the German Civil Code (Bürgerliches Gesetzbuch/BGB), a legal entity under public law or a special fund under public law. An entrepreneur is any natural or legal person or partnership with legal capacity who, when concluding the contract, is acting in the exercise of their commercial or independent professional activity.

### 2. Registration

2.1 Registrations for (live/online) seminars, workshops, lectures, webinars, trainings etc. ("Seminars") are possible on the Internet at <https://www.wikus.de/de/unternehmen/wikademy>, by letter, fax or e-mail to WIKUS-Sägenfabrik Wilhelm H. Kullmann GmbH & Co. KG, Melsunger Str. 30, D-34286 Spangenberg, fax +49 5663 500 57, Email: [Wikademy@wikus.de](mailto:Wikademy@wikus.de)

2.2 The registration is binding. It is deemed to have been accepted if WIKUS does not reject it within 14 days. Irrespective of this, the customer will receive a confirmation of registration. If the seminar is overbooked, the registrant will be informed immediately; in this case, no contract will be concluded.

### 3. Withdrawal

3.1 Withdrawal must be declared in writing (by letter, fax, e-mail). If WIKUS receives the notice of withdrawal no later than 14 days before the date of the event, no fee will be charged. If the withdrawal is received later, the full participation fee will be due.

3.2 Withdrawals and cancellations are excluded for e-learning products.

### 4. Rebooking

4.1 WIKUS offers you the possibility to change your booking to another seminar with the same seminar fee free of charge. This applies to all seminars that WIKUS offers on its own initiative. The rebooking cannot be repeated for the event to which the rebooking was made. The rebooking must be made at the latest five (5) working days before the start of the originally booked seminar to a seminar also offered by Wikus on its own initiative.

4.2 You also have the option of sending a paying substitute to the seminar. The substitute person must pay the full seminar price. In the event of a rebooking, a price reduction on the basis of a seminar voucher is not possible.

4.3 If you do not rebook in time or do not name a paying substitute person, we must insist on payment of the full seminar fee.

4.4 Special cancellation regulations apply to seminars that we hold with cooperation partners.

### 5. Cancellation

WIKUS is entitled to cancel an event due to a low number of participants (at the latest two weeks before the start of an event or, in the case of online events, at the latest four (4) working days before the start), cancellation of the speaker, hotel closure and/or due to force majeure. In the event of cancellation by WIKUS, no participation fee is payable. WIKUS will not be liable for futile expenses or other disadvantages incurred by the customer as a result of the cancellation (except in cases of intent and gross negligence).

### 6. Changes

WIKUS reserves the right to make minor changes to the event program, a reasonable change of venue and a change of speaker. These changes do not entitle the participant to a price reduction or to withdraw from the contract.

### 7. Hotel Bookings

Travel and accommodation are not included in the event price. We usually have a limited number of rooms reserved for our seminars. The room must be reserved by the customer. When booking a hotel, please also make sure that you, as a participant, refer to a WIKUS event in order to receive the special rate from the hotel. Please inform the hotel in good time of any changes or cancellations. It cannot be ruled out that you will receive a lower price if you book through other reservation systems (e.g. via the Internet), as they book larger contingent units in the respective hotels. Also, due to seasonally low hotel occupancy, in individual cases special offers at short notice may show more favourable prices than we were able to achieve for you in advance. Please also note the deadlines for calling up the limited room contingents, as the rooms are generally no longer available at the special rates after these deadlines have expired.

### 8. Scope of Services

8.1 WIKUS may offer seminars with cooperation partners. These seminars may be included and offered separately. Accompanying documents in electronic form are usually part of the seminars.

8.2 Unless otherwise stated, the participation fee covers participation in the seminar and (if available) any seminar documentation.

8.3 The participant receives one access to the online seminar per registration. In good time before the start of the seminar, he will receive access to his access authorization and, if applicable, a password. Access authorization and password may not be passed on to third parties and are not transferable. Access means the one-time authorization to enter the virtual seminar room for the booked online seminar. For this purpose, the participant requires exclusive access data. The decisive factor is the access per end device via which participation in the online seminar takes place. The customer must create the technical requirements necessary for participation in the online seminar.

8.4 Wikus will issue a certificate of participation in the seminar. For participation in a certified course, the participant will receive a certificate after successful completion.

### 9. Rights of Use

The documents provided for the seminar are protected by copyright and may only be used for your own purposes. They may not - not even in part - be copied, distributed, passed on and/or publicly reproduced/ made available without the consent of Wikus. The documents will be made available exclusively to our participants. Recording of seminars is not permitted.

### 10. Prices

The prices quoted (including cancellation fees) are net prices in euros plus statutory value added tax. In the case of orders from non-European countries, the respective value added tax shall be added separately. The purchase price/participation fee shall become due for payment upon receipt of the invoice by the customer and shall be paid without deduction within 14 days of the invoice date. The customer may pay by bank transfer. WIKUS reserves the right not to accept payment by invoice for certain orders and to refer the customer instead to the other payment methods of payment by credit card, prepayment or direct debit.

### 11. Vouchers and Discounts

Only one voucher issued by WIKUS per person can be redeemed for a single booking. Vouchers cannot be paid out in cash or redeemed subsequently. Resale is prohibited. A voucher once redeemed will not be restored by a subsequent cancellation of the seminar on your part but will expire. Please understand that it is not possible to combine vouchers with other discount campaigns. Vouchers cannot be combined with other discounts.

### 12. Data Protection

12.1 We process personal data in accordance with the provisions of the EU General Data Protection Regulation and the Federal Data Protection Act. For further details, please refer to our data protection notice at our Corporate Website.

12.2 We process the personal data provided by you to fulfil contractual obligations, on the basis of your consent or on the basis of legal requirements.

12.3 If you have provided us with your e-mail address, you can object to its use for advertising purposes at any time by contacting [Marketing@wikus.de](mailto:Marketing@wikus.de).

12.4 If a seminar is held jointly with a cooperation partner, the relevant customer data will be transferred to the respective cooperation partner in order to fulfil the contract.

### 13. Liability

13.1 WIKUS is liable for damages within the framework of the statutory provisions only in accordance with the following provisions.

13.2 WIKUS is liable for damages resulting from injury to life, body or health as well as for damages caused by intent or gross negligence on the part of WIKUS or its legal representatives or vicarious agents, as well as for damages in the event of non-compliance with a guarantee given by WIKUS or due to fraudulently concealed defects.

13.3 WIKUS shall be liable, limited to compensation for foreseeable damage typical of the contract, for damage caused by a slightly negligent breach of essential contractual obligations by WIKUS or its legal representatives or vicarious agents. Material contractual obligations are obligations whose fulfilment is a prerequisite for the proper execution of the contract and on whose fulfilment the contractual partner may regularly rely.

13.4 WIKUS is not liable for the content of the seminars and/or the accompanying documents, unless WIKUS or one of its vicarious agents has acted with intent or gross negligence. Wikus is not liable for the correctness, completeness, up-to-dateness or quality of the contents of the seminars and/or the accompanying documents.

13.5 Other claims for damages by the customer are excluded. The provisions of the Product Liability Act shall remain unaffected.

13.6 The limitations of the above provisions also apply in favour of the legal representatives and vicarious agents of Wikus if claims are asserted directly against them.

### 14. German Law, Place of Performance, Place of Jurisdiction

All legal relations shall be governed by German law to the exclusion of the conflict of law provisions. The place of performance is Spangenberg. To the extent permitted by law, the exclusive place of jurisdiction for legal disputes with merchants, legal entities under public law or special funds under public law arising from or in connection with this contract shall be Spangenberg.