# Terms and Conditions for con terra training courses

#### **Preamble**

con terra GmbH is a leading company in the field of geoinformatics and specializes in innovative solutions, services and training in the IT and GIS environment. The aim of the training courses is to provide participants with practice-oriented specialist knowledge based on the latest technical standards and tailored to the individual requirements of the respective areas of application.

With the training courses, con terra GmbH supports companies and specialists in expanding their skills in dealing with specific software solutions and technologies, increasing productivity and achieving sustainable success in their professional environment. The training courses are conducted by experienced experts and combine theoretical principles with practical application examples.

These conditions govern the implementation of the training courses by con terra GmbH and ensure that cooperation between con terra GmbH and the participants and their respective organizations takes place on a clear and transparent basis.

#### **Prices and Services**

con terra GmbH provides each participant with their own workstation during the training, in the form of their own PC workstation during classroom training and in the form of their own virtual classroom during online training, including all necessary software and training licenses. The training price includes the course documentation and continuous support from a qualified trainer.

During the classroom training courses organized by con terra GmbH, participants are provided with drinks during breaks and a lunch snack. con terra GmbH reserves the right to revise and update course content and course materials. After successfully completing the course, each participant will receive a personal certificate of attendance. The course fees stated in the offer will be invoiced after completion of the course. A payment term of 14 days applies; no discount will be granted.

### **Registration and Booking**

Registrations for all courses can be made using the registration forms provided by con terra GmbH on the Internet. The number of participants for the courses is limited. In the event of overbooking, the order in which registrations are received by con terra GmbH shall apply. Only written registration or registration via the online form will be recognized as binding and confirmed promptly.

### **Cancellation and Changes in Registration**

If participation in a course that has already been booked is not possible, registration can be canceled free of charge up to 12 working days before the start of the course. In order to meet the deadline, it is sufficient to send the cancellation by post or e-mail in good time. If the customer cancels course registrations less than 12 working days before the start of the course, 50% of the course fee will be charged. The above does not apply if the canceling customer provides a paying substitute participant. If a registered participant does not show up for a booked course or does not show up on all days, the full course fee will be charged.

### **Course Cancellation and Liability**

For organizational reasons or if the minimum number of participants is not reached, con terra GmbH reserves the right to cancel courses. Possible alternative dates will be communicated immediately. The course fee is only due after participation on the alternative date. Any claims for damages are excluded. If a course is canceled due to illness of the trainer or force majeure, there is no entitlement to the course being held. In such cases, con terra GmbH shall not be liable for any travel and/or accommodation costs incurred or for any loss of working hours.

## Copyrights

Course materials or excerpts from the course materials may not be reproduced, processed, duplicated, distributed or published in any form - not even for teaching purposes - without the written permission of con terra GmbH. Software and demo data used in con terra GmbH courses may be protected by copyright. It is prohibited to copy these, reproduce them in any other way or remove them from the classroom.

### Data safety/security

con terra GmbH shall not be liable for any damage caused by computer viruses on copied data carriers. Data carriers brought along by participants may not be used on the computer systems of con terra GmbH without the consent of the course management.

### **Scope of Conditions**

These terms and conditions apply to all standards on the con terra GmbH training courses listed in the training calendar on the con terra GmbH website. Conditions of participation stated in individual offers may deviate from the general conditions listed here and are binding. Additional or deviating terms and conditions may apply to individual training courses at customers' premises or to training courses held as part of events; these can be found in the respective offers.

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

The booking of a training course can be revoked in writing within 14 calendar days without giving reasons. The revocation period begins upon receipt of the con terra registration confirmation. The timely dispatch of a revocation by post or e-mail is sufficient to meet the deadline.

### Liability

The organizer shall be liable without limitation for damages resulting from injury to life, body or health that are based on an intentional or negligent breach of duty by the organizer, its legal representatives or vicarious agents. The organizer shall only be liable for other damages if this is based on an intentional or grossly negligent breach of duty by the organizer, its legal representatives or vicarious agents. In the event of simple negligence, the organizer shall only be liable for damages arising from the breach of an essential contractual obligation (cardinal obligation) but limited to the foreseeable damage typical for the contract. Any further liability of the organizer is excluded, unless expressly agreed otherwise. The above limitations of liability do not apply to claims arising from the Product Liability Act.

# Safety

Participants are obliged to comply with the safety regulations applicable at the event venue.

Subsidiary agreements, place of jurisdiction

Subsidiary agreements must be made in text form. The place of jurisdiction for con terra GmbH is Münster, Germany.

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