



# General Terms & Conditions

This English translation is provided for your convenience. The German version of this document supersedes this translation in any legal dispute.

## 1. Subject matter of the General Terms & Conditions (GTCs)

The General Terms & Conditions (GTCs) regulate the contractual relationship between it-agile GmbH (hereinafter referred to as "organizer") and the participant for the use of, payment for, and performance of offered and agreed services. They apply for all business transactions with the participant and are part of the contract. Any differing terms & conditions of the participant shall not apply. These general terms and conditions apply only if the contracting party is a business company with the meaning of the German law § 14 des Bürgerlichen Gesetzbuches.

## 2. Conclusion of the contact

A contract is concluded when the participant places an order and the organizer provides a corresponding acceptance of the order. The placement of the order by the participant and the acceptance of the order by the organizer can be carried out by sending an e-mail, through a written order, or by placing the order over the phone or in person. Each participant will receive a confirmation or rejection e-mail after the order has been received.

## 3. Cancellation conditions

The order placement is binding and can only be voided upon coordination with the organizer in return for the payment of a cancellation fee. The cancellation fee amounts to 50 % of the price of the course if it is cancelled less than 20 days before the agreed date. 100 % of the price of the course if it is cancelled less than 7 days before the agreed date.

The organizer reserves the right to withdraw from conducting the course if there are too few registrations up to 3 weeks before the start of the course (1 week before online courses). The participant shall not be reimbursed for expenditures already paid (e. g. flight tickets, hotel reservations) but the participant can be reimbursed for the participation fee. In addition, there is also the option to reschedule. Framework contracts are not valid in case of orders of trainings and conferences.

## 4. Contract duration / terms of payment

The contract shall begin and end specifically and individually at the agreed points in time.

The amount of the participation fee is based on the current prices specified on the organizer's website. All services are listed without the legally applicable value added tax which currently amounts to 19 %.

The participant can only fulfill the obligation to pay via invoice. The invoice shall be issued within one week after the conclusion of the contract. All payments are due strictly net 14 days after the invoice is issued. Framework contracts do not apply to training and conference bookings.

## 5. Transfer of data

If a certificate issued by a third party (e.g. Scrum Alliance, Kanban University) is acquired with the training, we transmit the data (first name, last name, email address) to the certification body on the basis of Art. 6 (1) b) GDPR (contract performance).

Organizer and the certification body are joint processors for this data according to Art. 26 GDPR. Parts of the processing take place in the USA and other non-EU countries. For more information, please refer to our privacy notice: <https://www.it-agile.de/datenschutzerklaerung/>

## 6. Liability and guarantee

The organizer shall be liable in cases of intent or gross negligence in accordance with the legal regulations. The liability for guarantees shall be assumed regardless of fault. In the case of slight negligence, the organizer shall be liable exclusively in accordance with the provisions of the Product Liability Act for injury to life, limb, or health or for the violation of fundamental contractual obligations. The claim to damage compensation for the violation of fundamental contractual obligations due to slight negligence is limited to foreseeable damages that are typical for such contracts, insofar as there is no liability due to violation of life, limb or health. The organizer shall be liable to the same extent for the fault of vicarious agents and representatives.

The provisions of the paragraph above apply to damage compensation in addition to performance, damage compensation instead of performance, and the claim to compensation due to wasted expenditures, regardless of their legal basis, including the liability for defects, delay, or impossibility.

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