

GENERAL TERMS AND CONDITIONS FOR SHORT COURSES OFFERED BY ERACONS

1. Registration and Payment

1.1 The registration for participation is made by sending the registration form. Thereafter, an invoice is issued to the address specified in the registration form. The contract becomes valid when the registration form has been submitted and Eracons has confirmed the participation.

1.2 The name of the company / university filled in the registration form will become the contractor of Eracons. If there is no such name, the subscriber will become contractor personally.

2. Cancellation of participation

The payment will be refunded only if a written cancellation is received no later than two weeks before the beginning of the short course.

3. Cancellation and modification of the event

3.1 Eracons is entitled to cancel the event if one of the lecturers scheduled in the invitation or the contract shall be prevented to attend due to illness and providing a substitute lecturer is impossible or unreasonable for Eracons.

3.2 Eracons is also entitled to cancel the event if the participation confirmations received two weeks before the event are less than the minimum number of 5 persons.

3.3 In each case, the cancellation will be announced immediately after gaining knowledge of impediment.

3.4 The proper cancellation by Eracons represents a withdrawal from the contract. In this case, Eracons is not liable to pay compensation for travel and accommodation costs or non-productive time.

3.5 Eracons is entitled to replace lecturers and to modify the contents of the event announced in the invitation, as far as it is reasonable for the parties under consideration of the interests of Eracons.

3.6 Eracons is entitled to postpone an event to another date or time, if this is announced to the participants at least two weeks before the original date. After this deadline, Eracons is only entitled because of conditions mentioned in point 3.1 or 3.2 and if the participants will be informed immediately. The contractor is entitled to cancel in written form at no cost within one week after receiving the notification of the postponement. In this case, the paid course fee will be fully refunded.

4. Obligations and liabilities of Eracons

4.1 Eracons gives the participants the opportunity to familiarize themselves with the course content described in the invitation.

4.2 Seminar materials, hardware and software temporarily available for the participants are used for educational purposes only. Therefore, Eracons is just liable for defects insofar as the purpose of the event will be affected. A reduction in fee for this reason is excluded.

4.3 Eracons is liable, except in case of culpable violation of contractual obligations essential to achieve the fulfillment of the contract, on whatever legal grounds only for deliberate intention and gross negligence.

5. Obligations of the participant

5.1 Hardware and software usable for educational purposes are to be treated with care. The participant is not entitled to install software on computers from Eracons. The participant is not permitted to copy provided software or use provided computers for copying or downloading data.

5.2 The participant must not copy or redistribute training material either partly or as a whole.

5.3 Commercial software products provided by Eracons in the course and installed on the participant's computer must be removed from the machine once the course ended and must not be used any longer – unless an exception from this is clearly communicated by Eracons.

6. Data processing

6.1 The participant agrees that his data will be stored and used in compliance with data protection regulations.

6.2 Eracons can send e-mails with updates, information about future seminars, and other announcements to the e-mail address specified on the registration form.

6.3 The participant can object to receiving the e-mails mentioned in point 7.2 by sending an e-mail to info@eracons.com stating his wish not to receive future e-mails.

7. Court of jurisdiction

The court of Munich is the relevant exclusive jurisdiction for all claims arising from this contract, if the contractor is a business-person, a legal entity under public law or a public law special fund.