

General Terms and Conditions (GTC) of BCM for booking meetings, online training courses and specialist courses

1. Scope

1.1 These general terms and conditions were based on all declarations of intent, contracts and legal or similar contracts between BCM and its customers, after online training and specialist courses, if the customer is an entrepreneur within the meaning of § 14 BGB.

1.2 Counter-confirmations by the customer with reference to his own business and / or business conditions are hereby differentiated. In this regard, they will say fundamentally. Unless BCM personally confirms contract terms in writing, they will not be decidedly heard by.

2. Subject of the contract

BCM offers congresses, online training courses and specialist courses (face-to-face events) that can be booked online, particularly for the medical field (herein-after collectively referred to as "events").

3. Conclusion of contract, contract text

3.1 The representations on BCM's websites do not represent a binding offer from BCM to conclude a corresponding contract. When booking a course via our website, the customer makes a binding offer by clicking on the button at the end of the ordering process for an event „Binding / paying order“ or - if he does not book via our website - by sending a written registration, whether by e-mail or normal post.

3.2 Without prejudice to the right to contact a possible contractual partner without giving reasons - e.g. B. to be allowed to refuse due to overbooking of the event, BCM declares the acceptance of the contract or the refusal at the latest within 14 working days after the order by the customer. The contract is accepted through an express declaration (confirmation of registration), by activating the online training or by sending an invoice.

3.3 The language available for the conclusion of the contract is German.

3.4 BCM will send the customer a confirmation of registration including these GTC either by email or by normal mail. In addition, BCM does not save any text of the contract after the conclusion of the contract that would be accessible to the customer via the Internet.

4. Prices, terms of payment

4.1 The customer pays the price set for the respective event. All prices include the applicable statutory sales tax and are per event participant. The prices also include event documents that may have been provided by BCM. Unless otherwise agreed, travel, food or overnight services are not part of the contract and must therefore be organized by the customer himself and any costs incurred in this regard are to be borne separately. Insofar as BCM offers reduced student prices for certain events, these apply only on presentation of the matriculation or teaching certificate.

4.2 Invoices are payable within 14 days without deduction and, at BCM's option, will be sent either in paper form or electronically to the email address provided by the customer after the contract has been concluded. The following bank details exist for payments to BCM:

Bank details:

APO-Bank Düsseldorf
Account no.: 7 5885 42
Bank code: 300 606 01
BIC (SWIFT): DAAEDEDXXX
IBAN: DE39 3006 0601 0007 5885 42

4.3 If the customer defaults on payment, default interest at the statutory rate will be due. The customer reserves the right to prove that BCM did not incur any or a lower interest loss than the aforementioned loss due to the delay in payment. Any dunning fees and incidental dunning costs as well as further claims for damages remain unaffected. Payments are always used to settle the oldest debts plus the accrued default interest and reminder fees.

4.4 In the event of default in payment, BCM reserves the right to block access to events or online seminars until the outstanding claims have been paid in full.

5. BCM services, event cancellation

5.1 The exact contents of an event can be found in the respective descriptions on the BCM website and, if applicable, in the event program. BCM does not owe any specific learning success or any professional or economic success resulting from the event.

5.2 BCM reserves the right to deviate slightly or solely in favor of the customer with regard to the content and the course of the event (e.g. extension of the planned duration of the event). In particular, BCM reserves the right to replace announced speakers if they are absent for reasons for which BCM is not responsible (e.g. illness of the speaker, etc.). In any case, BCM guarantees that the framework and content of the event will remain unaffected by the aforementioned changes.

5.3 BCM reserves the right to cancel an event in cases where the number of participants is too small with a notice period of 4 weeks before the start of the event. In such a case, any event fees already paid will be reimbursed in full to the customer.

6. Representation and cancellation by the customer

6.1 The customer may in principle be represented by another person at the event. The only exceptions to this rule are further training courses that serve to earn points (e.g. CME, for example in connection with a specialist).

6.2 BCM also gives the customer the option of canceling up to 4 weeks before the start of the event for a fee that varies from event to event and is specified in the respective flyer. No refund can be made for cancellations after this deadline or for non-participation. The customer is free to prove that BCM incurred no damage or less damage than the aforementioned flat-rate damage as a result of the customer's cancellation.

7. Technical requirements for participating in online events

In order to participate in online seminars or events, the customer needs a computer with the minimum system requirements described on the website for the respective event, as well as a standard internet connection, possibly the latest version of the Flash browser plug-in and, if applicable, the program „Adobe Reader from Adobe Systems Inc.“ in the current version or another comparable PDF reading program.

8. Warranty

8.1 The warranty is basically based on the statutory provisions and the following regulation.

8.2 BCM does not guarantee that an event will lead to a certain learning success or even to professional or economic success for the customer. BCM also does not provide a guarantee in cases in which the defect results solely from the customer's lack of system requirements (see Section 7).

9. Liability

9.1 Participation in the events is at the customer's own risk. Claims for damages due to breach of duty and tort, as well as claims for reimbursement of wasted expenses against BCM and its vicarious agents are fundamentally excluded.

9.2 The aforementioned limitation of liability does not apply if the damage was caused intentionally or through gross negligence, in cases of breach of essential contractual obligations, i.e. such contractual obligations, the fulfillment of which makes the proper execution of the contract possible in the first place, and which the customer can regularly rely on, and whose violation on the other hand endangers the achievement of the contractual purpose. It also does not apply to damage resulting from injury to life, limb or health if BCM is responsible for the breach of duty. The limitation also does not apply to damage for which liability is provided under the Product Liability Act.

9.3 BCM is not liable in the event of damage caused by loss of data if and to the extent that the damage would have been avoided by regular and complete backup of the data by the customer.

10. Online registration, access data

10.1 No registration is required to order events in the BCM online shop. However, the customer has the option of registering with BCM. After any registration, BCM sets up a user account with access and usage data for the customer (hereinafter referred to as "access data" including the password). For security reasons, BCM is entitled to change the access data later. In this case, the customer will be notified of the new access data immediately.

10.2 The customer is responsible for protecting the access data. They are to be kept secret and may not be made accessible to third parties subject to BCM's written consent. The customer is aware that third parties could improperly place orders on behalf of the customer if they knew the access data. If the customer discovers or suspects that his access data is being used by a third party, he either immediately changes his access data in his account or informs BCM of the incident.

10.3 If there is justified suspicion of misuse of the customer's access data, in particular if this was reported by the customer, BCM is entitled to block access immediately. BCM informs the customer about the blocking of the access data.

11. Data protection

BCM's data protection practice is based on the provisions of the EU General Data Protection Regulation (GDPR) as well as the Federal Data Protection Act (BDSG) and the Telemedia Act (TMG). Further information on the collection, processing and use of personal data of customers can be found in the data protection information <https://benefitsystem.events/datenschutz/>.

12. Newsletter

BCM offers to inform the customer about news via a free e-mail newsletter. However, the customer only receives the newsletter if he has expressly agreed to receive the newsletter. Cancellation is possible at any time in the customer's user account, by email to bcm.dus@gmail.com or by clicking the link in every newsletter.

13. Event documents, rights to the documents

Any documents issued by BCM during the event are protected by copyright. They may only be used for the purposes of the event by the person attending the event. Any duplication, distribution, making available to the public, editing or translation, renting, lending, etc. of the documents is not permitted without the express written consent of BCM - subject to the statutory exceptions in the copyright law.

14. Final provisions

14.1 The law of the Federal Republic of Germany applies exclusively to the contract. The application of the UN sales law and German international private law is excluded. 14.2 If the customer is a merchant, legal entity under public law or public law special fund, the exclusive place of jurisdiction for all claims arising from the contractual relationship is Düsseldorf.

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