

General Terms and Conditions (GT&C) for booking events, online education and technical courses

1. Scope of application

1.1 These General Terms and Conditions (hereinafter called "GT&C") shall apply to all declarations of intent, contracts and legal and similar transactions of Prof. Dr. Benedict Wilmes with his customers (hereinafter called "Customer") in connection with booking events, online education and technical courses

1.2 Return confirmations from the customer that make reference to his own terms and condition of business and/or of purchasing are herewith explicitly rejected. As long as Prof. Dr. Benedict Wilmes does not expressly confirm those terms and conditions in writing, they do not become part of this Agreement.

2. Object of the contract

Prof. Dr. Benedict Wilmes offers congresses that can be booked online, online education and technical courses (attending presentations), especially in the subject of medicine (hereinafter together called "events").

3. Conclusion of contract, contract text

3.1 The presentations on Prof. Dr. Benedict Wilmes' websites do not yet constitute a binding offer from PSM to conclude a corresponding contract. A binding offer is made by the client when registering for an event by clicking the button "binding/commit to buy" at the end of an order process or sending the filled registration form in writing.

3.2 Without prejudice to the right of being allowed to reject a potential contracting partner without giving reasons – e.g. due to an overbooked event – Prof. Dr. Benedict Wilmes will accept or reject the contract no later than 14 workdays after the customer has placed the order. Contract acceptance occurs with express declaration (confirmation of registration) by activating the online-education programme or by sending an invoice.

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

3.4 Prof. Dr. Benedict Wilmes will send you a confirmation of registration including these GT&C either by email or in written form. Beyond this, Prof. Dr. Benedict Wilmes stores no contract text that would be accessible to the customer via the Internet after the conclusion of contract.

4. Prices, terms of payment

4.1 All prices contain the statutory VAT valid at the time and are understood per event participant. The prices possibly also include event documents made available by Prof. Dr. Benedict Wilmes. Unless otherwise agreed, services with regard to travel, board and lodge are not part of the contract and must thus be organised by the customer personally who carries the costs thus incurred separately. If Prof. Dr. Benedict Wilmes offers reduced student prices for certain events, these apply exclusively on presentation of confirmation of enrolment or studies.

4.2 Invoices are due for payment within 14 days without deduction and are sent, at Prof. Dr. Benedict Wilmes' choice, either in paper form or electronically to the email address specified by the customer. For payments to PSM the following bank details apply:

Banking details:

COMDIRECT BANK QUICKBORN
Kto. Nr.: 3 105 822
BLZ: 200 411 11
BIC (SWIFT): COBADEHXXX
IBAN: DE90 2004 1111 0003 1058 22

4.3 After due date and the onset of default with the sales price payment, default interest of 7.5% above the respective base interest rate of the European Central Bank will be charged. The customer has the right to prove that Prof. Dr. Benedict Wilmes did not suffer any or a lesser interest loss than the one stated above. Arrears fees accrued and costs for reminders as well as further compensation claims remain unaffected. Payments are always used to first cover the oldest debt plus the default interest and arrears fees due.

4.4 In the event of default of payment, Prof. Dr. Benedict Wilmes reserves the right to block the customer's access to the Portal, to offers or digital content until the outstanding debt has been paid in full.

5. Right to cancel, sample cancellation form

Instructions on Cancellation:

Right to cancel online bookings of seminars, congresses, courses and other services

If the customer is a consumer in terms of § 13 of the BGB (German Civil Code), who is a natural person concluding a legal transaction for purposes that to a large extent cannot be attributed to his commercial nor his freelance activities, Prof. Dr. Benedict Wilmes Verlags-GmbH explains the existing statutory right to cancel bookings of seminars, congresses, courses and other services as follows:

Right to cancellation

You have the right to cancel this contract within fourteen days without giving reasons. The cancellation deadline is fourteen days from the day of conclusion of contract (receipt of invoice/confirmation of registration). In order to exercise your right to cancel, you must inform me (Prof. Dr. Benedict Wilmes, Moorenstr. 5, 40229 Düsseldorf, email: wilmes@med.uni-düsseldorf.de) by way of an explicit declaration (e.g. a letter sent by post or email) of your decision to cancel this contract. In order to adhere to the cancellation deadline, it is sufficient that you send the notification about you exercising your right to cancel before the cancellation deadline has expired.

Consequences of cancellation

If you cancel this contract, we will reimburse all payments we have received from you immediately and no later than fourteen days from the day on which we received notification that you are cancelling the

contract. These reimbursements will be made with the same method of payment used by you for the original transaction, unless something different was expressly agreed with you; under no circumstances will you be charged fees for these reimbursements.

If you have requested that the service should begin before the cancellation deadline has passed, you must pay an appropriate amount which corresponds to the portion already provided at the time you notify us of cancelling this contract compared to the full extent of the services envisaged in the contract.

Expiration of the right to cancel

According to § 356 (4) BGB (German Civil Code), this cancellation right expires when we have provided the service in full and only started implementing the service after you gave us your express approval and, at the same time, confirmed you were aware of the fact that you would lose your right to cancel after the execution of the contract has begun.

6. Services of Prof. Dr. Benedict Wilmes, cancelling an event

6.1 The exact contents of the events are available from the descriptions on the Prof. Dr. Benedict Wilmes' website as well as possibly from the event programme. Prof. Dr. Benedict Wilmes does not owe a specific outcome from the learning process nor possible professional or economic success from the event.

6.2 Prof. Dr. Benedict Wilmes reserves the right to deviate from the contents and the course of the event slightly or solely for the customer's benefit (e.g. extending the planned duration of an event). In particular, Prof. Dr. Benedict Wilmes reserves the right to replace speakers who were advertised if they are unable to attend for reasons for which Prof. Dr. Benedict Wilmes is not responsible (e.g. speakers falling ill etc.). In this event, Prof. Dr. Benedict Wilmes assures that the framework and the contents of the event will not be affected by the above changes.

6.3 Prof. Dr. Benedict Wilmes reserves the right to cancel an event if the number of participants is too small at least 4 weeks, for online seminars at least 4 weeks before the start of the event. The customer will be fully reimbursed all event fees that he may already have paid before the event.

7. Representation and cancellation by customer

7.1 The customer may ask another person to represent him as a participant in the event. Exceptions only exist for education that serves to acquire credit points (e.g. CME, such as in connection with a medical specialist).

7.2 In addition, BCM gives the customer the option to cancel up to 4 weeks before the start of the event by paying a fee of EUR 100.00. For cancellations after this deadline or for non-participation, there can be no reimbursement. The customer is free to prove that BCM suffered no or a lesser damage by the customer cancelling the contract than the above flat rate.

8. 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 specified on the website of the respective event as well as a standard Internet connection, possibly the latest version of a flash browser plug-in and possibly the latest version of the programme "Adobe Reader of Adobe Systems Inc." or another comparable up-to-date PDF reader programme.

9. Warranty

9.1 A right to statutory defects liability exists for contracts with Prof. Dr. Benedict Wilmes. The warranty is governed by legal provisions and in accordance with the following regulations.

9.2 Prof. Dr. Benedict Wilmes does not guarantee that the event will lead to the customer achieving a specific learning result or even having professional or economic success. Warranty from Prof. Dr. Benedict Wilmes also does not exist in cases in which the defect results solely from the lack of systems requirements (see clause 8) on the customer's side.

10. Liability

10.1 Compensation claims based on a breach of duties and unlawful acts as well as claims for the compensation of futile expenses are excluded against Prof. Dr. Benedict Wilmes and its vicarious and performance agents.

10.2 This limitation of liability does not apply if the damage was caused intentionally or gross negligently, in the event of breach of obligations essential to the contract, i.e. such contractual obligations that need to be fulfilled in order to properly execute the contract in the first place and which the customer can generally depend on being adhered to and whose breach, on the other hand, threatens the attainment of the contract purpose. Furthermore, it does not apply to damages caused by injury to life, limb and health if Prof. Dr. Benedict Wilmes is responsible for the breach. The limitation also does not apply to damages that are based on the lack of a guaranteed feature or for which liability pursuant to the product liability law is provided.

10.3 In the case of damages caused by the loss of data, Prof. Dr. Benedict Wilmes is not liable if and as far as the damages could have been avoided had the customer regularly and completely backed it up.

11. Online registration, access data

11.1 Registration is not necessary to order an event in the online-shop of Prof. Dr. Benedict Wilmes. However, the customer has the option to register with Prof. Dr. Benedict Wilmes to facilitate subsequent orders. After registration, Prof. Dr. Benedict Wilmes will establish a user account with access and user data (hereinafter called "access data") for the customer. Prof. Dr. Benedict Wilmes is entitled to change the access data at a later date for safety reasons. In this case, the customer will receive new access data immediately.

11.2 The customer is personally responsible to protect the access data. It must be kept secret and may not be disclosed to third parties unless Prof. Dr. Benedict Wilmes has approved this in writing. The customer is aware of the fact that third parties can use the access data they receive to place fraudulent orders in the customer's name. If the customer discovers or suspects that his access data is being used by a third party, he must either immediately change the access data for his account or inform Prof. Dr. Benedict Wilmes of the incident.

11.3 In the event of justified suspicion that the customer's access is being used fraudulently, especially if the customer made notification of this, Prof. Dr. Benedict Wilmes is entitled to block access immediately. Prof. Dr. Benedict Wilmes will inform the customer about this block on the access data.

12. Data protection

The data protection policy of Prof. Dr. Benedict Wilmes is governed by the provisions of the Federal Data Protection Act (BDSG) as well as the German Broadcast Media Act (TMG). Additional information with regard to collecting, processing and using the customer's personal data is shown in the data protection directions.

13. Newsletter

Prof. Dr. Benedict Wilmes offers to inform the customer free of charge about news through an email newsletter. However, the customer only receives the newsletter if he has explicitly agreed to acquiring the newsletter. It is at all times possible to de-register in the customer's user account, per email to wilmes@med.uni-duesseldorf.de or by clicking the link in each newsletter.

14. Event documents, rights to the documents

The documents possibly handed out by Prof. Dr. Benedict Wilmes in the context of the event are protected by copyright. They may only be used for private purposes. Copying, disseminating, publishing, processing or translating, renting, lending etc. the documents in any way is prohibited without the explicit consent from Prof. Dr. Benedict Wilmes – subject to the legal exceptions in the Copyright Act.

15. Final provisions

15.1 The contract is governed exclusively by the laws of the Federal Republic of Germany. The validity of the UN Convention on Contracts for the International Sale of Goods as well as the German international private law is excluded. If the customer is a consumer (see clause 6, 1st sentence), the mandatory consumer protection provisions valid in the country where the customer generally resides apply provided they afford the customer additional protection compared to the German law.

15.2 If the customer is a businessman, a legal person under public law or a special fund under public law, the exclusive legal venue for all claims arising from the contractual relationship is Tuttlingen

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