

## Terms and Conditions (GTC)

### §1) General

1. The following terms and conditions apply exclusively. Other terms and conditions do not become part of the contract, even if we do not expressly contradict them and / or deliver or perform.
2. Our fee-based offers are aimed exclusively at entrepreneurs within the meaning of Section (§) 14 of the German Civil Code (BGB).
3. Consumers within the meaning of § 13 BGB can only use our free offers. Within the meaning of § 13 BGB a consumer means any natural person who enters a legal transaction for purposes that predominantly are outside his or her trade, business, or profession.

### §2) Conclusion of the contract

1. The services we offer are not intended as offers in the legal sense and are therefore subject to change and non-binding.
2. Rather, your specific request for one of our services is an offer in the legal sense.
3. Accordingly, a contract is only concluded when we confirm your request in text form (e.g. email). You can make your request after you have entered your customer data in the registration form and activated "Register for the event" or another "registration field" or have sent us your registration documents in another way.
4. The scope of the services results from the description of services which is visible when the contract is concluded. Additional and / or subsequent changes to the content of the contract must be made in writing. When booking online, you have the option of printing out the text of the contract during the registration process and before the contract is concluded.
5. There is no entitlement to conclude a contract. We are free to reject any offer by a user to conclude a contract without giving reasons.
6. The prerequisite for the conclusion of the contract is that you are at least 18 years old or, in the case of a minor, with the permission / approval of your legal representative (usually a legal guardian).

### §3) Our services

We offer you the opportunity to book events on various topics. The booking is usually made online - via our website <https://www.expipoint.com/> or via other sales channels (e.g. print).

### §4) Cancellation policy for consumers

In addition to the contractual right of return , the statutory right of withdrawal is available to you as a consumer as follows:

#### **Instructions on withdrawal**

##### **Right of withdrawal**

You have the right to withdraw from this contract within fourteen (14) days without stating reasons.

The withdrawal period is fourteen (14) days from date the contract was concluded.

To exercise the right of withdrawal, you must inform us

*expipoint GmbH*  
*Schachtstr.8*  
*64293 Darmstadt*

*Tel.: 06151 36 81 697*

*www.expipoint.com*

*info@expipoint.com*

of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

### **Consequences of withdrawal**

If you withdraw from this contract, we refund you all payments we have received from you, including delivery charges (except for any additional costs arising from choosing a different type of delivery than the most favorable standard delivery option we offer), immediately and at the latest within fourteen (14) days from the date on which we received the notification of your withdrawal from this contract. We will use the same payment method that you used for the original transaction, unless another method has been expressly agreed with you. In no event will you be reimbursed for any charges incurred through this repayment.

If you have requested that the services should commence during the cancellation period, you have to pay us a reasonable amount, which corresponds to the proportion of the services already provided up to the point in time at which you informed us of the exercise of the right of cancellation with regard to this contract Compared to the total scope of the services provided for in the contract.

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### **Model withdrawal form**

(If you want to withdraw the contract, please fill out this form and send it back.)

expipoint GmbH, z. H.d Mikhail Patrushev expipoint GmbH Schachtstr.8, Darmstadt

I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods (\*/for the provision of the following service (\*):

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Ordered on (\*)/received on(\*):

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Name of consumer(s):

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Address of consumer(s):

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Signature of consumer(s) (only if this form is notified on paper):

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Date:

The right of withdrawal is excluded for entrepreneurs.

§5) prices

The prices for the respective event and services can be found directly in the respective offer information on the website or in the event description in print form.

§6) payment

1. All fees incurred are to be paid to us in advance without any deductions.
2. The event costs are paid after the invoice has been issued and should, as a rule, be made by bank transfer, direct debit, or PayPal.
3. Depending on the event, we may also grant a different method of payment in individual cases, e.g. at the event on site. If there is no information on this in the event information, please do not hesitate to contact us.

§7) Cancellation / withdrawal

1. You can withdraw from participating in an event at any time. Any right of withdrawal (§ 4) remains unaffected. The declaration of withdrawal must be made in writing.

2. In the event of a withdrawal, cancellation costs apply:

- If the withdrawal occurs more than three weeks before the start of the event, there are no cancellation costs.
- If you withdraw less than three weeks, but more than 7 weekdays before the start of the event, you must pay 50% of the costs as cancellation costs.
- If you withdraw 7 days a week or less before the start of the event, you must pay the full fee.

3. If necessary, there is the possibility in individual cases that you name a suitable substitute for participation in the event and that a contract change can be made instead of a withdrawal. Please do not hesitate to contact us.

#### §8) User obligations

1. You are obliged to provide truthful information that you provide about yourself when registering for an event. You further undertake not to pass on your login details and your password to other people.

2. If the information you provided changes, you are obliged to update the data yourself immediately in the password-protected profile area.

3. In addition, each user undertakes not to transmit any content, data and / or files to expipoint that violate applicable law and for which he / she does not have the corresponding full rights. Every user of [www.expipoint.com/](http://www.expipoint.com/) declares that they have the copyrights and ancillary copyrights of audio files, graphics, photos and other legally protected works by uploading contributions. Should users of expipoint violate the rights of third parties and / or violate laws, the user releases expipoint from all claims for damages and / or other payment claims.

4. The responsibility for profile content, images, audios, or other contributions lies solely with the users. expipoint assumes no guarantee for this content and does not adopt it as its own, especially in the event of improper use of expipoint.

5. As a user, you undertake to provide expipoint with all information required for the examination of the claims and a defense against them, truthfully and completely, in the event of a claim by third parties.

6. Any liability on the part of users of the expipoint portal beyond these provisions remains unaffected.

#### §9) data protection

1. We ensure that your personal data is only collected, stored and processed insofar as this is necessary for the provision of services in accordance with the contract and permitted by legal regulations or is ordered by the legislator. We will treat personal data confidentially and in accordance with the provisions of the applicable data protection law and will not pass it on to third parties, unless this is necessary for the fulfilment of contractual obligations and / or there is a legal obligation to transfer it to third parties.

2. In the event that declarations of consent under data protection law are obtained from you when registering for the event, we point out that you can revoke this at any time with effect for the future.

3. Further information on data protection and on the purpose, type and scope of the collection, processing and use of personal data on the website can be found in the data protection declaration, which can be accessed at any time under the link [www.expipoint.de/general-terms-conditions/](http://www.expipoint.de/general-terms-conditions/).

#### §10) Limitation of Liability

1. Claims for damages for damage resulting from injury to life, limb or health are unlimited.
2. Damage caused by slight negligence will only be reimbursed if it is a breach of an essential contractual main or secondary obligation (so-called cardinal obligation) and the amount is limited to the damage typical of comparable orders of this type which was foreseeable at the time of commissioning or at the latest when inspecting the breach of duty, but no more than the amount of the contract value.
3. There is no liability on our part beyond that in paragraph 1 and paragraph 2 for free services.
4. The liability for a possible loss of data or a possible data damage is limited to the effort that would be necessary with a proper data backup to restore the data from the backed-up data material.
5. Insofar as our liability is excluded or limited in accordance with the provisions, this also applies to our vicarious agents.
6. Liability under the Product Liability Act remains unaffected.
7. Liability for the legal admissibility of user contributions, in particular regarding competition, copyright and trademark law, is excluded. This is user content that expipoint does not adopt.

#### §11) Changes to the terms and conditions

For changes to services, other adjustments or for the implementation of legal obligations, we reserve the right to change these terms and conditions at any time with effect, even within the existing contractual relationships. As a registered user, we will inform you of such changes at least 6 weeks before the changes are planned to take effect. If you do not object within 6 weeks of receipt of the notification and continue to use the services even after the objection period has expired, the changes are deemed to have been effectively agreed upon expiry of the period. In the notification of change, we will inform you of your right to object and the consequences of an objection. In the event of an objection, we have the right to terminate the contractual relationship with you when the changes are planned to take effect.

#### §12) Final provisions

1. The law of the Federal Republic of Germany applies, whereby the UN sales law is excluded.

2. If you are a merchant, a legal person under public law or a special fund under public law, our registered office is the exclusive place of jurisdiction for all disputes arising from the contractual relationship.

#### 3. Note on online dispute resolution

On the website <http://ec.europa.eu/consumers/odr/>, the EU Commission provides the option of carrying out a complaint procedure for online dispute resolution for consumers (OS). The provider is not obliged to take part in a dispute settlement procedure before a consumer arbitration board.

4. If provisions of these terms and conditions be or become ineffective, this shall not affect the effectiveness of the remaining provisions.