

## General Terms of Contract Regarding FVA GmbH Events

### Art. 1 Services

The FVA GmbH provides its services according to the type and scope specified in the individual event description of the event calendar. In exceptional cases, the FVA GmbH reserves the right to replace speakers and/or change the agenda.

### Art. 2 Registration, confirmation, and conclusion of contract

The registration must be made via the corresponding website. Registrations are processed in chronological order. The confirmation of receipt does not constitute a declaration of acceptance for the conclusion of a contract. A contract between the participant and FVA GmbH will not come into effect until a confirmation of registration has been sent. By registering, the participant accepts each and any part of the General Terms of Contract Regarding FVA GmbH Events to be an integral part of the contract.

### Art. 3 Scope of services

#### Face-to-face events:

The event fee includes participation, event documents, lunch (for each full event day) and dinner for events of more than one day, and beverages during breaks.

#### Online events:

The event fee includes participation and event documents.

### Art. 4 Terms of payment

Invoices are issued upon confirmation of registration. The event fee depends on the

individual event programme booked.

The event fee is shown as a net amount. The event fee, plus the applicable VAT, is due without any deductions upon receipt of invoice.

### Art. 5 Cancellation or rebooking by participant

Cancellations must be made in text form pursuant to § 126b of the German Civil Code *BGB*. The effective date is the date of receipt of the written cancellation.

#### For face-to-face events, the following applies:

Cancellations received up until 30 days prior to the start of the event are subject to a cancellation fee of EUR 250. (The participant is entitled to prove that less extensive damage has occurred.) Thereupon, i.e. from the 29th day prior to the start of the event, the entire participation fee invoiced will be charged. In this case, we will send you the event documents upon request.

#### For online events, the following applies:

Cancellation up to 10 days before the start of the event is free of charge. After this deadline, i.e. in the event of a cancellation received as of day nine before the start of the event to day 5 before the start of the event, 50% of the participation fee will be charged.

From day 4 before the start of the event, the full participation fee will be charged as is shown in the invoice. (The participant is entitled to prove that less extensive damage has occurred.) In this case, we will send you the electronic event documents upon request.

For face-to-face and online events, it is possible to designate a substitute participant. In this respect no cancellation fee will be applied. If,

unlike the original candidate, a substitute participant is or is not eligible for discount rates (e.g. as an FVA e. V. member), we will charge and/or credit the balance to your account. The rules on the cancellation of events apply accordingly if a registered participant does not attend the event without prior notice.

#### **Art. 6 Cancellation by the FVA GmbH**

1. FVA GmbH reserves the right to postpone or even cancel the event due to unforeseeable circumstances for which FVA GmbH cannot be held responsible (e.g. illness of the speaker, unavailability of the conference venue, force majeure, etc.). Force majeure includes, without limitation, natural disasters, war, riots, strike, epidemics, pandemics, official measures, or other unforeseeable circumstances for which FVA GmbH cannot be held responsible. FVA GmbH will inform the participant as soon as possible about such occurrence.
2. Where events are postponed or cancelled pursuant to clause 1 above, the participant is entitled to a full refund of the participation fee.
3. Any further claims of the participant for refund of expenses incurred in anticipation of their participation or for damages cannot be derived from the cancellation of the event.

#### **Art. 7 Event documentation**

Participants will receive their event documents digitally on the first day of the event or as printed copies on site. Any rights pertaining to the event documents are the exclusive property of the FVA GmbH. Any other or further use shall require the written consent of the FVA GmbH.

#### **Art. 8 Participation certificate FVA seminars**

Every participant receives a certificate for his or her participation in the event.

#### **Art. 9 Venue and applicable law**

The legal relationship of the parties to the contract out of or in connection with this contract shall be governed by the law of the Federal Republic of Germany. The venue for all disputes arising out of or in connection with this contract is the place of business in Germany, Frankfurt am Main. Amendments and supplements to this contract must be made in writing. This also applies to the waiver of the written form requirement or amendments to the written form requirement unless another form is provided for hereunder. Verbal ancillary agreements do not exist. Should individual provisions of the contract be or become invalid in whole or in part, this does not affect the validity of the other parts of the contract. In this case, the contracting parties undertake to replace the invalid or impracticable provision by a valid or practicable provision which is equivalent or as close as possible to the meaning and purpose of the economic intent pursued.

*Frankfurt, 15 February 2021*