

Provisions – Training

These provisions on training (the "Provisions") apply in addition to the "General Provisions" of SKIDATA and take precedence over them in the event of a conflict.

1. General Terms

- 1.1.** This section governs Principal's participation in SKIDATA's training courses (the "Trainings"). The detailed information on the Trainings can be found in the Training descriptions and contents, which are available in SKIDATA's Learning Management System (the "LMS") and can be downloaded there
- 1.2.** The training courses are conducted either by SKIDATA itself or by an external instructor commissioned by SKIDATA.
- 1.3.** Registration for the Training Courses takes place online via the LMS. SKIDATA shall confirm receipt of the registration to the Principal by means of a registration confirmation (the "Registration Confirmation"). However, this Registration Confirmation does not constitute a binding commitment that the Training will take place or that the Principal will participate.
- 1.4.** With the exception of online training, all Trainings have a limited number of participants. The maximum number of participants is specified in the Trainings description. Registrations will be considered at SKIDATA's discretion. If no more places are available, the Principal will be placed on a waiting list and SKIDATA will inform the Principal accordingly.
- 1.5.** The content, speaker, time and location of Trainings may change at short notice for organizational reasons. In such cases, the Principal is not entitled to a refund of the participation fees
- 1.6.** Unless the Trainings description states a different minimum number of participants, Trainings shall only take place if at least 50% of the maximum number of participants have registered. If the Trainings takes place and a spot is available for the Principal, SKIDATA will send the Principal a binding confirmation of participation (the "Confirmation of Participation") no later than four (4) weeks before the start of the event confirming that the Trainings will take place and that the Principal will participate. If a Training Course does not take place, there is no entitlement to a replacement.
- 1.7.** SKIDATA reserves the right to exclude Principal from (further) participation in Trainings if there is good cause for doing so, such as but not limited to, if the Principal disrupts the Trainings or jeopardizes the reputation of SKIDATA. In such cases, a refund of the participation fee is excluded
- 1.8.** Cancellation of Trainings can be made via the LMS or by e-mail to training@skidata.com. If the Principal cancels up to four (4) weeks before the scheduled start of the trainings, the participation fee already paid will be refunded in full. In the event of a later cancellation, the participation fee will not be refunded.
- 1.9.** Participation in Trainings are only permitted after full payment of the participation fee.
- 1.10.** Principal is responsible for organizing its own travel to and from the Trainings location and, if necessary, accommodation at the Trainings location and for bearing the corresponding costs. SKIDATA recommends Principal to book travel, departure, and accommodation only after receipt of the confirmation of participation.
- 1.11.** The Principal shall only receive a non-exclusive, non-transferable and time-limited right of use to the Trainings materials, which is only permitted for personal use within the scope of the Trainings and for the contractually agreed purpose. Principal shall not be entitled to copy, reproduce, distribute, make publicly available, sell or otherwise use or disclose the Trainings materials without the prior express written consent of SKIDATA. Any other use of the Trainings materials by Principal requires the prior written consent of SKIDATA and may be subject to additional license fees or other legal consequences.
- 1.12.** If the Principal does not show up for the Trainings without prior notice, no refund of the participation fees already paid will be granted. Non-attendance without cancellation is not recognized as withdrawal from the contract and the Principal is still obliged to pay the full participation fee.

2. Ownership

All materials provided during Trainings, including but not limited to handouts, presentations, software, videos and other documents, remain the sole intellectual property of SKIDATA or its licensors.