

## General Terms and Conditions for Conferences and Workshops

### 1. SCOPE, DEFINITIONS, REGISTRATION FOR THE EVENT

- 1.1 These General Terms and Conditions („GTC“) apply to all contracts for participation in conferences and workshops („Events“) concluded between the contractual partner, Deutsche Institution für Schiedsgerichtsbarkeit e.V., Marienforster Straße 52, 53177 Bonn („we“ or „DIS“) and the „Participant“. Deviating or supplementary general terms and conditions of the Participant shall not apply, even if we do not expressly object to their application.
- 1.2 Participants may be Consumers or Entrepreneurs. Some provisions of these GTC only apply to Consumers, others only to Entrepreneurs.
- 1.3 The registration for participation in the Event is made via the data form provided on our website (<https://www.disarb.org>) or any similar standardized web page, which is recognizable as application page for a DIS Event.
- 1.4 To register for an Event, the Participant may select the preferred Event through clicking the respective button („register now“) without initial obligation. Subsequently an input form opens in which the Participant can enter his or her data. Mandatory data entries are marked accordingly (\*). Data is transmitted encrypted. The registration process is completed when the Participant clicks the respective button („submit“). The registration process can be cancelled any given time before clicking the respective „submit“ button by closing the input form.
- 1.5 Contractual language is German or English. We do not save the contract.
- 1.6 Registration is confirmed by electronic dispatch of the invoice and, in case of an Event free of charge, by confirmation of registration. With receipt of the invoice or confirmation of registration, the Event participation contract is concluded. Participants agree to electronic dispatch of the invoice.

### 2. SUBJECT OF THE CONTRACT, CHANGES TO THE EVENT

- 2.1 Participation in the Event is only possible if payment has been received no later than three (3) days prior to the opening of the Event. On-site registrations are not possible.
- 2.2 Program changes, in particular changes in the schedule of Events, do not entitle the Participant to revoke the contract.
- 2.3 We are entitled to cancel the Event at any time for good cause (e.g. in cases of force majeure, too few Participants, etc.). In such a case, the Participant will be informed immediately of the Cancellation and the advanced participation fee will be

refunded. Further claims of the Participant, in particular for damages, are excluded in this context.

### **3. PRICES AND PAYMENTS, DEFAULT OF PAYMENT, RIGHT TO SET-OFF**

- 3.1 The participation fee applies per person and per Event date and is exclusive of statutory VAT. The services included can be found on our website. Further services are not included in the participation fee.
- 3.2 Payments shall be made via advance payment by invoice only. Unless otherwise agreed, or unless the invoice itself does not specify a term of payment, the participation fee will be due within 14 days following the date of invoice without any deduction.
- 3.3 In the Event of default in payment, we may demand the statutory default interest rate. We reserve the right to claim higher default damages.
- 3.4 If the Participant is in default of payment, we can use a debt collection agency to collect our open claims after unsuccessful warnings. The collection costs shall be borne by the Participant.
- 3.5 The set-off against a claim is only permitted if the respective counterclaim has been confirmed by final decision of a competent court and/or is not disputed by us.

### **4. CANCELLATION**

- 4.1 The Participant has the option of irrevocably cancelling participation in the Event before it begins („Cancellation“). The Cancellation must be made in writing.
- 4.2 If we receive the Cancellation notice no later than 14 days before the opening of the Event, no cancellation fee will be charged.
- 4.3 If we receive the cancellation notice within less than 14 days and more than 7 days prior to the opening of the Event, a cancellation fee of 70 % of the agreed participation fee will be charged. If we receive the cancellation notice within 7 days or less prior to the opening of the Event, a cancellation fee of 90 % of the agreed participation fee will be charged.
- 4.4 A Cancellation on the day of the Event or afterwards is excluded.
- 4.5 Should the Participant have already paid in advance in cases of paras. 4.2 and 4.3, we will refund any overpaid amounts.

## 5. LIABILITY

- 5.1 The presentations will be held by carefully selected and qualified speakers. However, we do not guarantee the accuracy, currency or completeness of the information presented by the speakers.
- 5.2 We shall be liable in accordance with the statutory provisions in the Event of intent, gross negligence, culpable injury to life, body or health, assumption of a guarantee or a procurement risk and in the Event of liability under the German Product Liability Act (Produkthaftungsgesetz).
- 5.3 We shall also be liable in the Event of a simply negligent breach of material contractual obligations, e.g. obligations the fulfilment of which is essential to the proper performance of the contract and the observance of which the Participant regularly trusts and may trust. In this case, however, our liability is limited to the total amount of the respective participation fee. Any further liability is excluded.
- 5.4 The above provisions shall also apply if damage is caused by our bodies, legal representatives, employees or other vicarious agents.
- 5.5 In the event of a delay or non-performance of services, which are our obligation under this contract, we shall also not be liable if this delay or non-performance was caused by events which we could not otherwise have influenced with reasonable effort. This applies in particular in cases of force majeure (e.g. war, public measures as well as operational disruptions not caused by our fault, e.g. pandemics) and other events or circumstances which are beyond our control and which we cannot prevent with reasonable care. We will immediately inform the Participant of the existence of such an event and take appropriate measures to keep the period of the event and its effects as limited as possible.

## 6. COPYRIGHTS

- 6.1 The documents handed over to the Participant by us or the speakers during the Event are protected by copyright. Intellectual property rights, copyright and other protective notices may neither be removed nor violated in any other way.
- 6.2 Any reproduction, transmission or other use of the materials provided - even in extracts - is only permitted with our express written consent.
- 6.3 Violations of the provisions mentioned in paras. 6.1 and 6.2 constitute a breach of law which can be subject to both civil and criminal prosecution.

## 7. PROCESSING OF PERSONAL DATA

- 7.1 We process the personal data you provide when registering for an Event in order to execute the contract for the Event, as described in more detail in our [Privacy Policy](#). You will also find information on your rights as a data subject in our Privacy Policy.
- 7.2 As a rule, we compile a list of Participants for Events, which only contains your first name and surname, any titles and your details of company, industry profession and/or location, which is made available to all Participants at the respective Event. The list of Participants does not contain the contact details you provided when registering. Contact details will not be published by us. The processing of your personal data for the list of Participants is carried out to protect our legitimate interest and the legitimate interest of the Event Participants in information about the (other) Participants in the respective Event on the basis of Art. 6 (1) f) Data Protection Regulation (DSGVO). If you do not want your personal details to appear on the aforementioned list of Participants, please let us know at the latest 7 days before the start of the Event (e.g. by mail to the above address or by e-mail to [events@disarb.org](mailto:events@disarb.org)).
- 7.3 During our Events, we may take photographs in which you as a Participant can also be seen. Our photographers are recognizable as such, and you have the possibility to inform the photographers if you do not agree to be photographed. We use the photos for internal Event documentation and for communication to our members and the public, in particular on our website, in brochures or comparable materials and our social media channels. We create and use the photos and process the personal data in connection with the recordings to protect our legitimate interest in internal and external communication about our Events on the basis of Art. 6 (1) subpara. 1 lit. f DSGVO. The photos are stored for the duration of our legitimate interest.
- 7.4 At our Events, which (also) take place online, we may take screenshots. You may be visible as a Participant on these screenshots if you had your camera activated while participating online. We use the screenshots for internal Event documentation and for communication to our members and the public, in particular on our website, in brochures or comparable materials and our social media channels. We create and use the screenshots and process the personal data in connection with the screenshots to protect our legitimate interest in internal and external communication about our Events on the basis of Art. 6 (1) subpara. 1 lit. f DSGVO. The screenshots are stored for the duration of our legitimate interest. If you do not want to appear in any screenshots, you may not activate your camera or let us know at the latest 7 days before the start of the Event (e.g. by mail to the above address or by e-mail to [events@disarb.org](mailto:events@disarb.org)).
- 7.5 We may record our Events, which (also) take place online, for communication to our members and the public after the event, in particular on our website. You may be visible as a Participant on these recordings when you had your camera activated

while participating online or if you have engaged in the discussion. We create and use the recordings and process the personal data in connection with the recordings to protect our legitimate interest in internal and external communication about our Events on the basis of Art. 6 (1) subpara. 1 lit. f DSGVO. The recordings are stored for the duration of our legitimate interest. If you do not want to appear in any recording, you may not activate your camera but submit any messages electronically (e.g. via the chat function) or let us know at the latest 7 days before the start of the Event (e.g. by mail to the above address or by e-mail to [events@disarb.org](mailto:events@disarb.org)).

## 8. NOTICE TO CONSUMERS

- 8.1 Consumers shall have no right of revocation (Widerruf) as the contract stipulates a specific date and/or time-frame for services which are in our obligation.
- 8.2 The European Commission provides a platform for non-judicial online dispute resolution, which can be accessed at <https://ec.europa.eu/consumers/odr>. Our e-mail address is [welcome@disarb.org](mailto:welcome@disarb.org).
- 8.3 We will not participate in any dispute resolution proceedings before a consumer arbitration body within the meaning of the German Consumer Dispute Resolution Act and are not obliged to do so.

## 9. SEVERABILITY, PLACE OF PERFORMANCE, PLACE OF JURISDICTION, GOVERNING LAW

- 9.1 We refer to our Privacy Policy which is accessible on our website.
- 9.2 Should any of the above provisions be or become void, this shall not affect the validity of the remaining provisions.
- 9.3 Bonn is agreed as the place of performance.
- 9.4 If the Participant is a merchant (Kaufmann within the meaning of Sections 1 et seq. German Commercial Code (Handelsgesetzbuch)), a legal entity under public law or a special public fund (öffentlich-rechtliches Sondervermögen) or has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for all disputes arising from the business relationship between us and the Participant is in Bonn.
- 9.5 These GTC are subject to German law. With respect to a Consumer, this choice of law shall only apply insofar as it does not restrict any mandatory legal provisions of the state in which the Consumer is domiciled or habitually resident.