



GENERAL TERMS AND CONDITIONS OF  
METHOD PARK HOLDING AG

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## General Terms and Conditions of Method Park Holding AG for public seminars

### § 1 General<sup>1</sup>

All services in connection with public seminar events are subject to these General Terms and Condition ("AGB") of Method Park Holding AG, Wetterkreuz 19 a, D-91058 Erlangen.

You accept these AGB by registering for any seminar.

Any changes to these AGB are communicated to the attendant in writing or in text form, particularly by e-mail, highlighting the changed provisions. Changes are deemed agreed, if the participant does not object in writing within 14 days after they have been brought to his attention. The customer is explicitly informed about the consequences of non-objection when he is informed about changes to the AGB.

### § 2 Registration and conclusion of contract

Registration with Method Park Holding AG for the seminars is possible over the Internet ([www.methodpark.de](http://www.methodpark.de)), in writing, by fax, or by e-mail.

In the case of telephone inquiries, a seat is reserved upon request and Method Park Holding AG will feel bound to that reservation for a period of two weeks. If no written or electronic registration is received within that period, the reservation expires.

After receipt of the registration, the customer receives a registration confirmation. The contract for the attendance in the relevant seminar is concluded when the customer receives that registration confirmation.

In order to ensure the success of the seminars, the number of participants is limited. Registrations will be taken into account in the order in which they are received. Registration data is stored electronically in order to process the registration.

To make hotel selection easier, Method Park Holding AG will send a list of hotels at the relevant event location to the seminar attendant. The seminar attendee is responsible for the booking of the corresponding hotel.

### § 3 Statutory cancellation right for consumers

Consumers in the sense of Section 13 of the German Civil Code (BGB) have a cancellation right pursuant to Section 355 BGB.

Cancellation information for consumers if the seminar contract is concluded by means of telecommunication (e-mail, fax, telephone, etc.).

You may cancel your contract declaration (in the present case the registration for the seminar) in text form (e.g. letter, fax, e-mail) within 14 days without having to state any reasons.

This deadline begins when you receive this information in text form, however, not before the contract is concluded and not before we have fulfilled our information obligations pursuant to Article 246 Section 2 in connection with Section 1 paragraph 1 and 2 of the Introductory Act to the German Civil Code (EGBGB). It is sufficient to send out the cancellation in time in order to meet the cancellation deadline.

The cancellation must be addressed to:

**Method Park Holding AG**  
**Wetterkreuz 19 a**  
**91058 Erlangen**  
**Germany**  
**[trainingcenter@methodpark.de](mailto:trainingcenter@methodpark.de)**

Consequences of cancellation:

In the case of an effective cancellation, the performances received by either side must be returned and any benefits that have been obtained (interest) must be surrendered. If you are unable to return or surrender the received performance and any obtained benefits (e.g. use and enjoyment) at all or only partially or only in a deteriorated condition, you have to compensate us insofar for the value. This may result in you having to fulfill the contractual payment obligations for the period until the cancellation nevertheless. Obligations to refund payments must be fulfilled within 30 days. The period begins for you when you dispatch cancellation statement and for us when we receive it.

Special instructions:

Your cancellation right expires prematurely, if the contract is completely fulfilled by both sides upon your express demand before you have exercised your cancellation right.

End of the cancellation information

### § 4 Contractual cancellation right

The registration may be cancelled free of charge until 14 days before the beginning of the event; the time when the cancellation is received by Method Park Holding AG shall be decisive.

The cancellation must be declared in writing and be addressed to:

**Method Park Holding AG**  
**Wetterkreuz 19 a**  
**91058 Erlangen**  
**Germany**  
**[trainingcenter@methodpark.de](mailto:trainingcenter@methodpark.de)**

Cancellations or no-shows for the seminar after that date cannot be taken into account and the full seminar fee is charged. The participant has the right to demonstrate that Method Park Holding AG has suffered damages to a lesser extent.

This shall not apply when a substitute attendee is named. This is possible until the registration at the beginning of the event.

### § 5 Naming substitutes

The participant may, after receiving the registration confirmation, name a substitute in writing prior to the beginning of the seminar. This change of reservation is free of charge; seminars spanning several days may be transferred only in their entirety, i.e. attended by one substitute.

### § 6 Date cancellations and date changes

Method Park Holding AG has the right to change the location of events and/or specify a different date as a substitute. Method Park Holding AG also reserves the right to cancel dates for organizational reasons (e.g. number of participants too low, illness of the speaker at short notice). Method Park Holding AG will notify the participant of the cancellation and of the reason without undue delay and will attempt to change the participant's reservation, provided that he agrees, to a different date or event location. Otherwise, the full amount of any already paid attendance fee will be refunded in the case of a cancellation; no further claims exist, particularly no refund of travel and/or accommodation costs.

### § 7 Seminar fees

All prices are per person plus the respective applicable statutory value-added tax.

The seminar fee includes the seminar documentation, coffee breaks, lunch, and refreshments during the event.

Attending only part of a seminar does not grant the right to reduce the seminar fee.

In case of seminars where a final test has to be taken at the end, additional test fees arise, which are charged separately by the relevant institutes (INTACS, ISQI, ISTQB, VDA-QMC).

Furthermore, each seminar can also be booked as an individual in-house seminar. It is possible here to hold the seminar either in the customer's premises or in the premises of Method Park Holding AG.

The "General Terms and Conditions of Method Park Consulting GmbH for In-house Seminars" apply to in-house seminars.

## Payment terms

Fees are due immediately without deductions upon receipt of the invoice.

All payments are due immediately without deduction.

Default occurs if the customer still does not pay even after a reminder from Method Park Holding AG.

The first dunning letter is free of charge. For each additional dunning letter, the dunning and processing fee is increased by EUR 5.00 in each case.

In the case of late payment, default interest at a rate of 5 percentage points above the respective base interest rate for consumers in the sense of Section 13 BGB will be charged. In the case of transactions where no consumer in the sense of Section 13 BGB is involved, interest at a rate of 8 percentage points above the base interest rate will be charged in the case of late payment.

## **§ 8 Seminar material, scope of service, event locations and dates**

Scope of service, event locations, and the individual dates of the relevant seminars are listed on the Internet under [www.methodpark.de](http://www.methodpark.de) and are also shown in the seminar brochure.

The seminar material is handed out at the beginning of the seminar.

## **§ 9 Copyright**

Seminar material that is handed out in connection with the events are protected by copyrights and may not – not even in excerpts – reproduced, particularly not using electronic systems, or used commercially without the prior written consent of Method Park Holding AG and of the relevant speakers.

## **§ 10 Copyrights and trademarks**

Software is used in the seminars of Method Park Holding AG which is protected by copyrights and trademarks. This software may not be copied or

otherwise processed or reproduced in a machine-readable form and may not be removed from the seminar room either.

## **§ 11 Liability**

All seminars are prepared and held with the greatest possible care. An attentive participant will be able to reach the seminar goals. We do not take over any liability that the training will be successful.

Participants are generally not allowed to play any data storage media brought in by them on computers of Method Park Holding AG.

Method Park Holding AG will provide participants with free Internet access during the seminars. Websites with pornography, ideas of the radical left or the radical right, of radical religious groups or sects may not be intentionally accessed on the Internet. In cases of violation and any resulting damage, Method Park Holding AG reserves the right to file claims for damages.

Method Park Holding AG shall only be liable for damage, irrespective of the legal ground of its liability, only insofar as Method Park Holding AG, its legal representatives, or its vicarious agents can demonstrably be accused of intent or gross negligence.

This shall not apply in cases of personal injury, i.e. injury of life, body, or health and in the case of liability under the Product Liability Act and in the case of a breach of duty the satisfaction of which only enables the proper execution of this contract at all and with which compliance the contractual partner relies and may rely on (material contractual duties or cardinal duties (Kardinalpflichten)).

In the case of slight negligence, the liability of Method Park Holding AG, its legal representatives or vicarious agents is limited in the case of material contractual duties to the foreseeable damage that is typical for the contract, unless the damage is based on injury of life, body, or health or under the Product Liability Act.

Any liability of Method Park Holding AG, its legal representatives or vicarious agents pursuant to the foregoing paragraph 6 of this Section 11 shall in regard to each seminar booked by you be limited to the maximum amount of EUR 1,000 (one thousand).

Beyond this, any liability based on slight negligence is excluded.

Method Park Holding AG shall not be liable for the loss or theft of property brought along by attendees.

The limitation period for damages shall be in the case of contractual and non-contractual liability one year after the claim arose and knowledge of the basis of the claim, except in cases of intent, gross negligence, under the Product Liability Act, or in the case of personal injury.

## **§ 12 Data protection**

Customer data is stored and processed in strict compliance with the German Federal Data Protection Act (Bundesdatenschutzgesetz (BDSG)).

Customer data such as e.g. name, address, communication data, place of residence or business, are stored and processed in machine-readable form, if this is necessary for the performance of the contract with the attendee.

## **§ 13 Notice**

When a new seminar brochure appears, which can be found on the Internet at the same time, all previous price and date lists become invalid.

## **§ 14 Miscellaneous**

German law applies exclusively.

Erlangen as the registered seat of Method Park Holding AG is deemed agreed as exclusive place of venue for all disputes resulting from the contractual relationship, in the case that the seminar participants are merchants, legal entities under public law, or funds under public law, or if one of the parties has no general place of venue within Germany or relocates its place of residence or permanent dwelling abroad or if its place of residence or permanent dwelling is not known at the time when the lawsuit is filed.

## **§ 15 Severability**

If individual provisions of these AGB should be ineffective or unenforceable or become ineffective or unenforceable after the contract is concluded, the effectiveness of the rest or of the other clauses shall remain unaffected.

As of January 2018

<sup>1</sup> It is pointed out in the sense of the German Anti-Discrimination Act (AGG) that the male form of the parties referred to is used hereinafter for purposes of simplification.